

**WHEATLAND  
REGIONAL  
CENTRE, INC.**

**APRIL 1, 2023 –  
MARCH 31, 2026**

**COLLECTIVE AGREEMENT**

**SGEU**

**Saskatchewan Government and General Employees' Union**



**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
WHEATLAND REGIONAL CENTRE INC.  
AND  
SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5178  
APRIL 1, 2023 TO MARCH 31, 2026**



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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 7<sup>th</sup> day of August, 2024.**

**between**

**WHEATLAND REGIONAL CENTRE INC.  
hereinafter referred to as "the Employer"**

**PARTY OF THE FIRST PART**

**and**

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

**PARTY OF THE SECOND PART**

**PREAMBLE**

The general purpose of this collective agreement is to establish and maintain a respectful relationship between the Employer and Union/employees to facilitate a safe, consistent and caring environment for developmentally and physically disabled clients while recognizing the employees' rights. It also provides an orderly, timely and fair process to facilitate the resolution of workplace disputes and grievances.

The Employer and the Union recognize and accept the principles and spirit of good teamwork based on mutual responsibility, respect, confidence, loyalty, integrity and further recognize that successful employer-employee relations must be mutually advantageous, fair and just, and not more favourable to one than the other.

**ARTICLE 1      DEFINITIONS**

For the purpose of this agreement, the following definitions shall apply:

- 1.1            Ability is the capacity, talent or aptitude to perform an act or service and it includes the ability to interact effectively with clients.
- 1.2            Casual employees mean those who do not work a regular schedule but are scheduled for a specific purpose, or on a call-in basis for the relief of full-time or part-time employees.
- 1.3            Classification is defined for the purpose of the Collective Agreement as those classifications listed in Appendix A. Each employee will be assigned to a classification.

- 1.4 Consultation means a discussion between the parties for the purpose of sharing respective positions.
- 1.5 Employee means a person covered by the provisions of this collective agreement.
- 1.6 Employer means Wheatland Regional Centre Incorporated.
- 1.7 Executive Director means Executive Director of Wheatland Regional Centre Inc. or designate.
- 1.8 Skill is the experience or knowledge gained by actually doing a thing.
- 1.9 Fiscal Year means April 1st of one year to March 31st of the following year.
- 1.10 Full-time employee means an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article 7 Hours of Work.
- 1.11 Guaranteed hours means the hours that the Employer identified on the posting and are required to be on the schedule.
- 1.12 Knowledge is the required education and training prerequisites which are necessary to render the employee eligible to fill a position.
- 1.13 KSAs are an abbreviation for knowledge, skills and ability.
- 1.14 Part-time Employee means an employee who is appointed to a position which is scheduled to work less than the full-time hours.
- 1.15 Probationary employees are employees who have not passed an initial probationary period.
- 1.16 Program Co-ordinator means the Program Co-ordinator or designate.
- 1.17 Residential Manager means an out of scope manager with the responsibility of overseeing and directing the operation of group homes.
- 1.18 Summer students are out of scope employees whose wages and benefits are funded in whole or part by an outside agency that is not part of the Ministry of Social Services. The hiring of summer students will not result in a reduction of available hours of work for in-scope employees or to fill a vacancy or new position.
- 1.19 Union means the Saskatchewan Government and General Employees' Union.
- 1.20 Vacancy means a position that has been posted but an employee has not yet been hired.

- 1.21 Vacation year means April 1st of one year to March 31st of the following year.
- 1.22 Volunteers are persons that assist agency employees but receive no compensation from the Employer.
- 1.23 Work week means the period between midnight on a Sunday and midnight on the Saturday immediately following.
- 1.24 Plural or Masculine/Feminine Terms May Apply – Wherever the feminine gender is used in the Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 1.25 Permanent Employee means an employee who has successfully completed probationary period on initial appointment.
- 1.26 Wage Schedule means the scale of wages as contained in Appendix “A”.
- 1.27 Day is defined as a twenty-four (24) hour period commencing at the start of an employee’s regularly scheduled shift.
- 1.28 Temporary Employees are those employees in a position of an emergent or short term nature and whose tenure of employment is limited to a defined period of time, not to exceed a period of twenty-four (24) calendar months. Such a period may be extended by mutual agreement of the parties.

## **ARTICLE 2 SCOPE**

### **2.1 Scope and Exclusions**

This Agreement shall cover all employees of Wheatland Regional Centre Incorporated in the town of Rosetown represented by the Union except the:

- a) Executive Director
- b) Program Co-ordinator
- c) Office Administrator**
- d) Residential Managers (Currently Vacant)
- e) Human Resources Manager (Currently Vacant)
- f) Finance Administrator**

- g) SARCAN employees
- h) Contracted positions (externally funded positions such as summer students, Job Coach, Respite Workers, etc.)
- i) Volunteers

**2.2 All New Positions to be Negotiated**

The Employer agrees to negotiate the inclusion or exclusion of all newly created positions.

**2.3 Summer Students**

2.3.1 The Union agrees to support the Employer's application for funding for the employment of summer student employees and provide the required documentation in accordance with the funder's requirements.

2.3.2 Wages and benefits for summer students will be determined by the terms of the summer student program.

**2.4 Volunteers**

The use of volunteers will not be precluded providing they are over and above regular staffing complements and their utilization does not result in the direct layoff or the reduction of available hours of any employee covered by this Collective Agreement, nor will volunteers be used to fill established or newly created positions within the bargaining unit.

**ARTICLE 3 MANAGEMENT RIGHTS AND RESPONSIBILITY**

3.1 The Union acknowledges that it is the right of the Employer to manage the organization and to direct the working force except as limited by the terms of this Collective Agreement and legislation.

**ARTICLE 4 UNION RECOGNITION AND SECURITY**

**4.1 Recognition**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all its employees except as excluded in Article 2.1. The Employer agrees to negotiate with the Union concerning matters affecting the relationship between the employees and the Employer for the purpose of resolving differences that may arise between them, and to strive for amicable settlements.

**4.2 Refusal to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a

picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, except where health and safety of the participants or operation of the home/day program are concerned, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages.

#### 4.3 **Union Dues**

4.3.1 The Union shall furnish the Employer with Dues Authorization cards and Application for Membership cards. The Employer agrees to have all new employees sign the Dues Authorization and Application for Membership cards within thirty (30) days of commencement of employment.

4.3.2 The Employer shall deduct initiation fees, assessment and monthly dues from the earnings of each employee in accordance with the procedure designated by the Union. Such dues deducted shall be remitted to the Union Head Office. The Employer shall furnish the names of the employees on whose behalf the deductions have been made, together with their employment status (e.g. full-time, part-time, casual), their classification(s), the actual hours worked in each reported period, their gross earnings and the amount of dues and initiation fee (if applicable) deducted from each employee. The Union will receive copies of all retirement and resignation letters.

4.3.3 The Employer shall inform the Union of any new hires, resignations, or retirements which occurred during each month. The notification shall state the date on which the change occurred.

4.3.4 The Employer shall provide the information electronically.

4.3.5 The Employer agrees to record all Union dues paid in the previous year on the employee's T4.

#### 4.4 **Union Membership**

4.4.1 Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of his employment:

4.4.2 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.

4.5 **Union Representatives**

The Union shall supply the Employer an up-to-date list of representatives, officers and stewards indicating which representatives are authorized to file the documents for grievances.

4.6 **No Other Agreements**

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement.

4.7 **Union Bulletin Board**

The Employer shall provide a bulletin board in each facility accessible to employees upon which the Union shall have the right to post notices and information which shall be of interest to the employees.

4.8 **Use of Employer's Facility**

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. Upon request the Employer may approve the use of the Agency's facility to hold union meetings and/or educational functions. Union meetings held on the Employer premises shall not interfere with the operations of the Employer.

4.9 **Confidentiality**

Union representatives that have access to confidential information for labour relations/business purposes have the right to discuss the information with other employees and/or the hired Union Labour Relations Officer as required.

4.10 **Whistle-blower Protection**

The Employer and the Union agree to follow relevant legislation regarding whistle-blower protection.

Employees shall report such situations, in writing, to the Executive Director or designate and allow the Employer a reasonable opportunity to remedy the situation before going to an external body.

4.11 **Employer Policies**

The Employer will promptly inform and educate all employees of new policies.

4.12 **Work of the Bargaining Unit**

Except in cases mutually agreed upon by both parties, persons whose jobs are not included in the bargaining unit shall not work on any jobs in the bargaining unit if such assignment results in the loss of normally scheduled hours or abolition of a bargaining unit job.

4.13 **Production of Collective Agreement**

The Union will assume responsibility for the production of the Collective Agreement and agrees to provide the Employer with five (5) copies.

4.14 The Employer will ensure Internet access is available to employees at each work location.

4.15 The Union will be provided with thirty (30) minutes paid time to introduce all new employees to the Union and the Collective agreement.

4.16 **Leave for Union Position**

4.16.1 An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted leave of absence without loss of seniority for a period of one (1) year.

4.16.2 Extension of the leave may be requested by the employee and may be approved by the Employer. Approval will not be unreasonably withheld.

**ARTICLE 5 NO DISCRIMINATION**

5.1 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion by reason of; age, colour, race, creed, national ancestry, political affiliation, disability, physical size, gender, political activity, marital status, sexual orientation, gender identity, place of origin, place of residence, family relationship, religious affiliation, and/or membership or activity in the Union except as permitted by the Saskatchewan Human Rights Code.

**ARTICLE 6 STAFFING**

6.1 **Posting Vacancies**

All full-time and part-time vacancies of three (3) months or longer shall be posted for at least ten (10) calendar days to allow employees to apply.

The Employer may advertise externally when posting a vacancy however no external applicants may be considered until it has been determined that there are no qualified internal applicants.

Postings shall contain the following information:

- a) Classification;
- b) Job Title;
- c) Nature of duties;
- d) Hours of work scheduling model;
- e) Guaranteed hours;
- f) Required qualifications;
- g) Date of posting;
- h) Closing date;
- i) Wage/salary; and,
- j) Location

Applications for vacant positions must be made in writing by the specified closing date. Such applications must include information indicating how the applicant meets the required prerequisites.

## 6.2 **Filling Full-time and Part-time Vacancies**

6.2.1 Knowledge, skills, and abilities, being relatively equal between applicants, seniority shall be the factor that determines which applicant shall be hired to fill the vacancy.

6.2.2 In evaluating the knowledge, skills, and abilities, of an employee to determine if they are qualified the Employer shall do so in a manner that is fair, reasonable, non-arbitrary and non-discriminatory.

## 6.3 **Availability Information**

To be scheduled for Call-in Assignments part-time and casual employees shall provide their availability information to the Employer two (2) weeks prior to when the new schedule is to be posted.

## 6.4 **Call-in**

All shifts not scheduled or that become vacant shall be filled by the call-in procedure.

## 6.5 **Call-in Lists**

The Employer shall establish a call-in list(s) as required.



6.6

**Call-In Procedure**

Call-in shifts shall be:

Offered to part-time and casual employees who are qualified and capable of performing the required work without orientation on an equitable basis while considering the following:

- a) seniority;
- b) availability; and,
- c) assigned to the first person that is contacted by the Employer that accepts the shift.

6.7

**Other Call-in Provisions**

- a) The call-in process will not normally result in overtime.
- b) Call-in hours, once accepted, represent a commitment by the employee to be at work.
- c) The Employer may cancel call-in shifts with twelve (12) hours' notice.
- d) When accepting call-in hours, it is the employee's responsibility to identify if they have worked in the previous twenty-four (24) hours or are in an overtime situation. The twenty-four (24) hour period will be calculated from the last hour of the previous shift worked to the first hour of the offered shift.
- e) Employees required to remain at work due to an employee not reporting for work shall not be subject to the call-in provisions.
- f) Casual employees are required to work at least one (1) shift each sixteen (16) week period or may be removed from the casual list.

6.8

**Call-in process and seniority calculation:**

- a) Beginning April 1, 2016 The Employer will begin tracking the hours worked by each casual support employee.
- b) The fiscal year will be broken into four (4) quarters April-June, July-September, October-December, and January-March.
- c) On the Sunday following ratification a seniority call-in list for casual support workers will be established listing the employees by date of hire.
- d) From the Sunday following ratification until the end of the full quarter that ends after six (6) months following ratification, call-ins

will be done in order of the list noted in c) above and availability first.

- e) On the first day of the full quarter beginning after six (6) months of ratification, the Employer will create a new seniority list with casual support workers listed by hours worked since Sunday following Ratification (base line). Casual support workers will be called in by seniority and availability based on that list for the full quarter. On the beginning of each quarter thereafter a new list will be posted listing casual support workers by hours worked since the base line. Call-ins will be done by seniority and availability on the basis of that list for the full quarter.

*An example of the process listed above is:*

*If date of ratification is May 11, 2016 then call-ins will be done on basis of the date of hire list from May 15, 2016 until December 31, 2016. Beginning January 1, 2017 and until March 31, 2017 call-ins will be done in accordance with the first hours worked list. On April 1, 2017 a new list will be posted and call-ins will be done on the basis of that list until the next list is posted on July 1, 2017 the process will repeat itself every quarter thereafter.*

## 6.9 **Shift Trades**

6.9.1 An employee may request, in writing, a shift trade where possible within seven (7) days of the tentative schedule being posted for the supervisor's approval. Shift trades shall not result in overtime or a commitment from the Employer to assign additional hours if it results in the employee having less than their guaranteed hours. Shift trades must be completed during a given pay period.

6.9.2 The Employer reserves the right to deny trades if a certain skill or qualification is required.

## 6.10 **Position Designations**

All positions within the scope of this Agreement shall be designated as either:

- a) Permanent Full-time
- b) Permanent Part-time
- c) Temporary Full-time
- d) Temporary Part-time

It is agreed that casual positions are not subject to posting procedure as per this article.

- 6.11           **Job Postings**
- Employees on the re-employment list will be notified by email of any postings to give them the opportunity to apply for the position,
- 6.12           **Qualifying for Positions**
- The Employer will fairly determine the necessary knowledge, skills and abilities required for each job.
- 6.13           **Notification of Successful Competition**
- The Employer will provide the Union with the name of the successful applicant.
- 6.14           **Temporary Assignment for Prolonged Durations**
- 6.14.1        Additional postings shall not be required for the position of the employee transferred as a result of the original posting.
- 6.14.2        An employee shall not be eligible for any other temporary assignment of prolonged duration while filling a temporary assignment of prolonged duration.
- 6.14.3        If as a result of the posted temporary assignment, an individual is hired from outside the existing workforce, she shall revert to casual employee status upon completion or redundancy of the temporary position.
- 6.15           **Temporary Performance of Higher Duties (TPHD)**
- 6.15.1        All opportunities for TPHD shall be offered on the basis of senior qualified. TPHD assignments of greater than thirty (30) days shall be posted in accordance with Article 6.
- 6.15.2        Employees in TPHD position will be paid at the next highest step on the scale in the position they are temporarily occupying that provides an increase from their current wage rate, after three (3) continuous days performing TPHD.

**ARTICLE 7        HOURS OF WORK**

7.1           **Scheduling**

The Employer retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.

7.2

### **Schedule**

- a) The schedule shall cover a four (4) week period. It shall include all part-time, full-time, casual, and extended call-in assignments.
- b) The Employer shall post the schedule no less than seven (7) calendar days in advance of the schedule start.

7.3

### **Scheduling and Maximizing Hours for Part-time and Casual Employees**

- a) Scheduling of known shifts for casual and part-time employees shall be done on an equitable basis.
- b) Part-time employees shall be scheduled their guaranteed hours before any additional hours.
- c) Utilizing the call-in procedure the Employer may assign additional hours to part-time and casual employees to maximize them to a full-time equivalent.

7.4

### **Hours of Work Schedules**

7.4.1

The following positions will work thirty-seven-point five hours (37.5) per week consisting of five (5) consecutive seven-point five (7.5) hour days: **Day Program Supervisor, Day Program Support Staff**, Supported Independent Living Program (**SILP**), and **Kinash House Supervisor** (Supported **Apartment** Living Program).

7.4.2

These employees will be paid overtime rates for all hours over seven point five (7.5) hours per day or thirty-seven point five (37.5) hours per week.

7.4.3

Employee reporting for work on a scheduled shift shall be guaranteed the opportunity to work a minimum of three (3) hours at their regular hourly rate of pay.

7.5

### **Residential Home Workers**

7.5.1

**Biggar House (BH) and Wilson House (WH) supervisors and day/night operators'** will work twelve (12) hour shifts with a rotation of four (4) days on and four (4) days off followed with a rotations of night and days shifts as assigned by the Program Coordinator.

7.5.2

**The BH1 shift will work nine point five (9.5) hours per shift with a rotation of four (4) days on and four (4) days off.**

## 7.6 Averaging Model

The averaging period shall be a **four (4)** week period. **The averaging model shall apply to all employees including casual employees who work full time hours on a temporary basis.**

The averaging period shall be a **four (4)** week period.

Overtime shall only be paid if an employee works more than:

- a) **One hundred sixty (160) hours** in a **four (4)** week period;
- b) Twelve (12) hours in a day.
- c) **Nine point five (9.5) hours in a day for those working the BH1 shift.**

Overtime must be authorized by the Employer.

## 7.7 Breaks

7.7.1 Rest breaks and meal breaks are to be taken within the home as necessary so as not to interfere with client needs and the normal operations of the home.

7.7.2 Employees working four (4) hours or more will be entitled to one (1) fifteen (15) minute rest break in each day worked.

7.7.3 Employees working six (6) hours or more will be entitled to two (2) fifteen (15) minute paid rest breaks and one (1) thirty (30) minute meal period in each day worked.

7.7.4 Employees working a twelve (12) hour day will be entitled to three (3) fifteen (15) minute rest breaks and one (1) thirty (30) minute meal break on each day worked.

## 7.8 Overtime

7.8.1 Except in emergency situations employees shall not be required to work overtime. All overtime requires Employer prior approval.

7.8.2 Authorized hours worked by employees in excess of the hours specified in Article 7.4 or 7.6 above shall be paid at time and a half (1.5X).

7.8.3 Hours spent on Employer requested or mandated training shall be included in the calculation of hours worked for the purposes of overtime.

7.8.4 All overtime has to be approved by the Program Coordinator or Executive Director except in emergency situations in which case the Executive Director or designate will be notified as soon as possible. This can be given verbally but followed by written approval.

7.9 **Staff Meetings**

Employees including casuals if required to attend staff meetings or program meetings outside regularly scheduled work hours shall be paid a minimum of three (3) hours at their regular rate of pay or overtime if applicable.

**ARTICLE 8 SENIORITY AND THE ROLE OF SENIORITY**

8.1 **Definition**

Seniority shall not apply during the probation period, however, once the probation period has been completed, seniority shall be credited from first date of employment in a position in the bargaining unit.

8.2 **Seniority Defined**

8.2.1 Full-time and Part-time

Seniority will be established as per the employee's date of hire.

8.2.2 Casual

Casual employees shall have seniority established based on hours worked subject to the establishment of an hours based list as per Article 6.

8.3 **Accumulation of Seniority**

Seniority shall be determined by the last date on which the employee commenced employment in a full-time or part-time position in the bargaining unit.

8.4 **Seniority List**

8.4.1 The full-time and part-time seniority list shall be posted on January 1 and July 1 of each year.

8.4.2 The casual seniority list shall be posted in each work location on January 1, April 1, July 1, and October 1 of each year.

8.4.3 An employee can challenge their seniority standing for a period of fourteen (14) days following the posting of a seniority list.

8.5 **Loss of Seniority**

An employee shall lose all seniority and shall be deemed to have terminated employment if the employee:

- a) Is discharged for cause and is not reinstated;

- b) Resigns;
- c) Fails to report to work after termination of leave of absence without just cause or without contacting Employer;
- d) Is absent without a reasonable explanation for three (3) consecutive scheduled shifts;
- e) Retires from the employ of the Employer;
- f) Has been continually laid off for a period of twenty-four (24) months;
- g) Failure to return to work following a recall from layoff.

**8.6 Employees Returning to the Bargaining Unit**

Employees appointed to a temporary out of scope position will maintain their membership in the union and will continue to pay dues based on their in-scope wage.

**ARTICLE 9 PROBATIONARY PERIOD AND TRIAL PERIOD**

**9.1 Rights and Benefits**

During the probationary period employee(s) shall be entitled to all rights and benefits of this Collective Agreement however a probationary employee may be terminated for the reason of demonstrated unsuitability.

**9.2 Probationary Period**

- a) All employees will serve an initial probationary period.
- b) Newly hired employees shall serve a probation period of three (3) months.
- c) In consultation with the Union, the Employer may extend the probationary period up to an additional three (3) months.
- d) The Employer will provide the Union with a reasonable explanation for the extension.
- e) Employees that fail an initial probation period will be terminated.

**9.3 Probation on Promotion**

- a) Employees that are promoted shall serve a probation period of three (3) months.

- b) In consultation with the Union, the Employer may extend the probationary period up to an additional three (3) months.
- c) The Employer will provide the Union with a reasonable explanation for the extension.
- d) Employees that fail a probation period under this article or who chooses to revert during the probation period shall be reverted to their former position, or the employee can choose to utilize the provisions of the layoff procedure.

**9.4 Trial Period**

- a) All employees appointed to a position with different clients or different duties will serve a trial period.
- b) The trial period shall be forty five (45) days.
- c) Employees that fail a trial period under this article or who chooses to revert during the probation period shall be reverted to their former position or the employee can choose to utilize the provisions of the layoff procedure.

**ARTICLE 10 JOB DESCRIPTIONS**

**10.1 Job Descriptions**

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

**10.2 Manual of Job Descriptions**

A manual copy of job descriptions currently maintained shall be kept at the Wheatland Regional Centre office and in all group homes, and shall be available for reference.

**ARTICLE 11 PROGRESSIVE DISCIPLINE AND INVESTIGATIONS**

**11.1 Right to have a Steward**

11.1.1 Every employee has the right to union representation at any meeting with the Employer which is disciplinary in nature or might lead to discipline. Union stewards shall suffer no loss of pay to attend such meetings.

11.1.2 Where the Employer intends to meet with an employee for disciplinary or investigative purposes, the employee shall be so notified in advance, of the purpose of the meeting, and informed of their right to have a



steward or SGEU Labour Relations Officer present at the meeting. The employee will be given a minimum of seventy-two (72) hours' notice for such meetings to arrange union representation.

11.1.3 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.

11.1.4 Failure of the Employer to advise the employee of the right to union representation will render all resulting discipline null and void.

11.2 **Personnel Records**

After two (2) years any discipline on employee's file except for abuse and misconduct against a participant, will not be used to support any further discipline action provided the employee receives no further discipline of equal or greater level.

11.3 **The Goal of Progressive Discipline**

The parties agree that the goal of progressive discipline is to correct culpable employee behavior. Discipline shall only be for just cause.

11.4 **The Steps of Progressive Discipline**

The parties to this agreement recognize the usual steps of corrective discipline are:

- a) Verbal warning(s)
- b) Written reprimand(s)
- c) Suspension(s)
- d) Termination

It is understood that normal progression may be altered by the severity of the offence.

**ARTICLE 12 EMPLOYEE FILES**

12.1 **Employee Files**

The employee files are the property of the Employer.

12.2 **Employee Access to Files**

12.2.1 Employees shall have the right to review their file. Such access shall be on reasonable notice during office hours and in the presence of the Executive Director or designate.

12.2.2 Union representatives have the same right to review an employee's file providing the affected employee has provided written authorization.

12.2.3 Employees or the Union Representative shall not remove anything from the file but may request copies of any documentation in the file.

**ARTICLE 13 GRIEVANCE PROCEDURE**

13.1 **Grievance Defined**

A grievance shall be defined as any dispute between the Employer and any employee and/or the Union regarding the interpretation, meaning, operation or application of this Collective Agreement.

13.2 **Grievance Submitted**

- a) Any grievance submitted shall be in writing, and be signed by the grieving employee or a Union representative.
- b) To provide an orderly process for settling grievances the Union shall identify its representatives authorized by the Union to file the grievance paperwork.
- c) After a grievance has been filed by the Union it becomes property of the Union.
- d) The grievance filed shall specify the article(s) of the Collective Agreement alleged to have been violated and the settlement sought.
- e) The Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee except as authorized by the Union.

13.3 **Union Representation**

13.3.1 The Employer recognizes the employee's right to union representation during the grievance procedure. The employee and/or the Union are responsible to ensure union representation is present. The union representative shall not suffer loss of pay as a result of time spent in such meetings.

- 13.3.2 If union representation is refused, the Employer shall provide to the Union a written confirmation of such refusal, with a copy of the document being supplied to the employee.
- 13.3.3 The Employer reserves the right to invite the Union to meetings which an employee has refused union representation.
- 13.4 **Procedural Orderliness and Time Limits**
- 13.4.1 No grievance shall be considered which is not presented within thirty (30) calendar days after the event or circumstances giving rise to the complaint occurred.
- 13.4.2 It is the desire of both parties to this Collective Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either party to evade the settlements of the disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Timelines can be extended by mutual agreement.

13.5 **Grievance Procedure**

Stewards must make suitable arrangements with the Employer to investigate disputes and grievances in the workplace.

When a workplace disagreement does arise, the parties to this Collective Agreement shall make an earnest effort to resolve such differences through the following procedures:

**Pre-grievance**

Prior to a grievance being initiated the employee and/or Union will discuss the workplace disagreement with the Executive Director or Program Co-ordinator as appropriate. It is the responsibility of the employee and/or Union to indicate they are discussing a potential grievance. The Executive Director or Program Co-ordinator will provide a response in writing within seven (7) calendar days.

**Step 1**

If the workplace disagreement is not settled at the pre-grievance stage the Union shall submit a grievance in writing to the Executive Director.

The parties shall meet to discuss the grievance within thirty (30) days of the grievance being initiated. At the meeting each party will provide all relevant information regarding the grievance with a view to negotiating the settlement. If no settlement is reached, the Executive Director will reply to the grievance within fourteen (14) calendar days.

## **Step 2 – Mediation**

Failing satisfactory settlement of the grievance at step 1 the parties may agree to refer the matter to mediation as provided by the Ministry of Labour Relations and Workplace Safety.

## **Step 3 – Arbitration**

If there is not a satisfactory settlement at step 2 the Employer or the Union may advance the grievance to step 3 within fourteen (14) calendar days of receiving the Executive Director's response.

Where a grievance is referred to arbitration, the parties shall firstly attempt to agree to a single Arbitrator within fourteen (14) calendar days of one of the parties advancing the grievance to arbitration. In the event that the parties are unable to agree to an arbitrator, the parties shall request the Minister of Labour Relations and Workplace Safety to appoint an arbitrator.

### **13.6 Arbitration Procedure**

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

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

### **13.7 Decision of the Arbitrator**

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

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

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

### **13.8 Expenses of the Arbitrator**

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

### **13.9 Decision**

The decision of the Arbitrator shall be final and binding on both parties.

13.10 **Expenses of the Parties**

Each party shall be responsible for the expenses of their witnesses and representatives. The grievor and an elected union representative shall attend the hearings with no loss of pay.

13.11 **Pay for Grievance Meetings**

13.11.1 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.

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

**ARTICLE 14 LAYOFFS AND RECALLS**

14.1 **Layoff**

A layoff shall be defined as a reduction in the guaranteed hours of work of any full-time or part-time employee.

14.2 **Layoff Notice**

Employees shall receive written layoff notice as follows:

<b>Employee's Period of Employment:</b>	<b>Minimum Notice:</b>
more than 13 consecutive weeks but one year or less	one week
more than one year but three years or less	two weeks
more than three years but five years or less	four weeks
more than five years but 10 years or less	six weeks
more than 10 years	eight weeks

Any additions or changes in the current *Saskatchewan Employment Act* regarding lay-off notice enacted by the Government of Saskatchewan will deem to be incorporated into this collective agreement.

14.3 **Role of Seniority in Layoffs**

When reducing the full or part-time staff, senior employees who have the required knowledge, skills, and abilities to do the work shall be retained.

14.4 **Recalls**

Employees on layoff shall be recalled, in order of seniority to positions, for which they have the required knowledge, skills, and abilities to perform the available work.

14.5 **Recall Procedure**

When recalling employees, the Employer shall forward notice of recall by courier or registered letter to the employee's last known address. If the employee fails to keep the Employer advised of their current address, the Employer shall not be responsible for failure of a notice sent by courier or registered letter to reach such employee. The employee must notify the Employer in writing within five (5) days of receipt of notice, stating her intention to return to work.

14.6 **Bumping Procedure**

All employees who have been notified of layoff may exercise their seniority rights by bumping a less senior employee provided the employee seeking to bump has the required knowledge, skills, and abilities to perform the work in question. If the employee had not previously completed a probation period in the position being bumped into they will have to serve the probation period. If they fail the probation they can bump into any job in which they had previously completed probation.

14.7 **Re-Employment List**

In the case of layoff, a recall/re-employment list based on seniority shall be established. Copies of current recall lists shall be maintained by the Employer and provided to the Union.

14.8 **No New Employees**

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

**ARTICLE 15 PAY ADMINISTRATION**

15.1 **Schedule of Wages**

The Employer agrees to pay all employees covered by this Collective Agreement as per the Schedule of Wages as set out in Appendix A.

## 15.2 **Increments**

Increments for the Schedule of Wages as contained in Appendix A shall be granted to employees based on completion of actual hours worked. For the purposes of this article time off work for sick leave (up to the total sick leave credits available to the employee) and union leave shall be considered time worked for casual and part-time. Full-time increments will be granted using date of promotion to full-time as the increment date.

## 15.3 **Reimbursements**

Employees will be reimbursed for approved travel, meals and lodging at Board rates as per Board Policy. The Employer shall promptly inform the Union of any changes in policy.

## 15.4 **Payment of Wages**

**15.4.1** Employees shall be paid **every two weeks (bi-weekly)** by direct deposit. Every employee shall receive a statement showing the gross amount earned, itemized deductions and net amount payable, i.e. holiday pay, stat, overtime, EI, CPP, and Union Dues as well sick pay and vacation accruals.

**15.4.2** The Employer will submit pay-stubs to the email address provided by the employee. Computer access will be available at Wheatland Regional Centre as required. With one day's notice, printed pay-stubs can be picked up by the employee at the office.

## 15.5 **Moving to a New Classification**

**15.5.1** When an employee is promoted to a new classification with a higher top rate of pay, they will be placed in the closest step of the new classification that provides an increase in pay.

**15.5.2** When an employee moves to a classification with a lower top rate of pay, they will be placed in the same time served step in the new position.

## 15.6 **Training Premium**

**Employees who are assigned to train personnel will receive a training premium in addition to their wage for all hours where they are training staff. This premium is included in appendix A and is equal to five (5) percent of the level four (4) house supervisor pay.**

**ARTICLE 16 Long Service Increment**

**Employees who voluntarily return to service within one (1) year of retirement shall be placed at the highest range of the Appendix from the position which they retired, provided that they had worked five (5) years or more with the Employer prior to their retirement.**

**ARTICLE 17 BENEFITS**

17.1 The Employer agrees to make available the following benefits to employees who are eligible under the terms of the plans, subject to the receipt of government funding for this purpose and subject to the terms of the plans:

- a) Dental – Employer pays the premium for single coverage. Employees will pay the increased premium for family coverage as per the rules of the plan;
- b) Group Life, Accidental Death and Dismemberment – cost shared 50-50 between employee and Employer;
- c) Extended Healthcare with vision care at the single rate cost shared 50-50 between employee and Employer;
- d) Long Term Disability - (LTD) is paid by the Employer;
- e) SARC Pension Plan - These premiums are paid at four per cent (4%) matched by the Employer.

17.2 **Personal Property Loss**

The Employer shall provide reasonable compensation for damage to personal effects of employees which are both reasonable and necessary to the performance of their duties, such as eye glasses, clothing and wrist watches, where those personal effects are damaged by action of a resident, provided that the employees were not negligent. This does not include cell phones.

17.3 **Protective Clothing/Equipment Supplies**

All necessary equipment, supplies and protective clothing required to perform the job duties will be supplied by the Employer and shall not be unreasonably denied.

17.4 **Employer Required Education/Employee Education**

17.4.1 The Employer shall continue its system of on-the-job training and education, subject to available funding.



17.4.2 The Employer will regularly provide information of educational courses applicable to the occupations and positions in the classification groups by posting them on the bulletin boards or circulating to the work areas.

17.5 **Training Costs**

When an Employer requires an employee to attend a workshop, conference, course, or educational program on a regular day of work, the employee shall be paid all lost regular wages. If the employee attends on a regular day of rest, they shall be paid only for the time spent in training.

17.6 **Employer Supplied Vehicles**

17.6.1 Employees are not required to provide or use their personal vehicle to transport participants or to conduct any business of the Employer.

17.6.2 Employees using any vehicle while doing the Employer's business must have a valid driver's license and be approved for coverage under the Employer's vehicle insurance policy.

**ARTICLE 18 SICK LEAVE**

18.1 **Sick Leave Defined**

A full-time or part-time employee having accumulated an entitlement to sick leave may claim against such accumulation with respect to periods during which:

- a) the employee was unable to work by virtue of being sick or disabled, or;
- b) because of an accident for which compensation is not payable under the Workers' Compensation Act, or other insurance plan or;
- c) In the opinion of the Employer, the employee's presence constitutes a hazard for the clients or other employees, and the employee was instructed by the Employer to leave the workplace subject to medical confirmation.

18.2 **Accumulation of Sick Leave Credits**

All full-time employees shall earn sick leave credits at the rate of one and one quarter (1.25) days per month to a maximum of eighty-five (85) days.

Sick leave credits shall be prorated for part-time employees.

**Casual employees upon commencement of qualifying for benefits outlined in the plan text, shall earn .058 days of sick leave for each shift worked to a maximum of eighty-five (85) days. For the purpose of this article only, a shift will be defined as a total of twelve (12) hours worked.**

**18.3 Proof of Illness**

Except where the circumstances surrounding an absence justify asking for a medical note immediately, a medical certificate may be required by the Executive Director from employees reporting sick for three (3) or more consecutive working days. Failure of the designated employee to provide such certificate within five (5) days of such request will result in cancellation of sick leave pay.

The Employer shall pay the cost of the medical certificate.

**18.4 Notification of Illness**

Employees claiming sick leave shall where possible notify the Employer at least two (2) hours before the employee would normally report for work by either speaking to their program coordinator or the on call phone when the office is closed.

**18.5 Notice of Return to Work**

Employees returning to work from an approved leave (such as maternity, paternity, adoption leave), or long term disability shall provide thirty (30) calendar days' notice of their intended return.

**18.6 Medical, Dental and Optical Appointments**

**18.6.1** Any Employer approved absence from regularly scheduled work time for medical, dental or optical appointments, shall be charged against the employee's sick leave entitlement. Employees may take either a half (½) day or one (1) day sick leave for appointments more than one hundred (100) kilometres from Rosetown.

**18.6.2** Employees shall make every effort to schedule such appointments outside of their regular work hours.

**18.6.3** The Executive Director or designate will assign the coverage to part-time or casual personnel as per the collective agreement in regard to shift replacements.

**18.7 Deductions for Sick Leave**

A deduction shall be made from accumulated sick leave credits of all normal working hours, exclusive of holidays, absent for sick time.

18.8                    **Leave Of Absence While Sick**

Subject to periodic medical verification, the Employer shall grant leave of absence without pay to an employee who has exhausted their sick leave credits.

18.9                    **Deductions from Sick Leave for Family Member Illness or Accident**

When an employee needs to provide for the needs of member of the employee's immediate family or a person whom the employee acts as a guardian, due to illness or injury an employee shall be allowed to use up to **twenty-four hours** of accumulated sick leave per year for this purpose.

18.10                  **Sick Leave Credits During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence, etc., she shall retain her existing accumulated sick leave credits at the time of such leave or layoff, provided the employee returns from leave or layoff within the confines outlined in the Collective Agreement. Credits shall be calculated as per **Article 18.2.**

18.11                  **Duty to Accommodate**

The parties hereto, including the Employer and the Employees and the Union, agree that in respect of matters of health, there will, from time to time, be a duty to accommodate, and that such duty is the obligation of each of the parties. Accordingly and consistent with all applicable legislation, the parties hereby commit their best efforts to deal with each case as they arise.

It will be the responsibility of the employee returning to work to provide the Employer with initial medical evidence of the limitations associated with the disability, injury or illness. The Employer shall not contact the employee's physician without the employee's written consent.

18.12                  **Long Term Disability**

18.12.1                Employees who are on Long Term Disability shall be given an unpaid leave of absence until they are able to return to work to a maximum of twenty-four (24) months starting the first day they are not on the Employer's payroll. Employees shall inform the Employer of their application for Long Term Disability in writing.

18.12.2                Employees who are fit to return to work within twenty-four (24) months shall be reinstated in their previous position or an equivalent position. An extension may be approved if reasonable and appropriate and requested in writing.

18.13 **Workers Compensation**

Employees who are on Workers Compensation shall be given an unpaid leave of absence until they are able to return to work or are deemed by WCB to have a permanent disability which would disqualify them from working at Wheatland Regional Centre, subject to the employee's and the Employer's duties and responsibility to accommodate.

**ARTICLE 19 STATUTORY HOLIDAYS**

19.1 **Statutory Holidays**

The Employer recognizes the following as Statutory Holidays:

New Year's Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

**National Day Truth and Reconciliation Day**

**The inclusion of National Day for Truth and Reconciliation as a Statutory Holiday is in response to Call to Action #80 of the Truth and Reconciliation Commission Report. As such, Wheatland Regional Centre Inc. encourages all parties of this agreement to take the allotted time to "honour Survivors, their families, and communities, and ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process."**

19.2 **Public Holiday During Vacation**

When a public holiday falls on a day during an employee's vacation, the employee will not be deducted a vacation day for that day.

19.3 **Working on a Holiday**

19.3.1 The minimum sum of money to be paid for a public holiday or for another day designated for observance of the public holiday by the Employer to any employee who does not work on that day:

- a) For full-time stat pay is one (1) shifts pay.
- b) For part-time and casual staff, stat pay is 1/20 of their total income in the four (4) weeks preceding the holiday.
- c) The minimum sum of money to be paid for a public holiday or for another day designated for the observance of the public holiday

by the Employer to any employee who works on that day is the total of:

- i) The amount to which an employee would be entitled pursuant to 18.3.1 a) or b); and
- ii) The amount of wages, calculated at a rate that is one point five (1.5) times the employee's regular rate of wages, for the time worked.

19.3.2 For the purposes of this section, where an employee takes an annual holiday during the four (4) weeks immediately preceding a public holiday, "wages" includes the amount of annual holiday pay that is payable with respect to any annual holidays actually taken during that period.

## **ARTICLE 20 ANNUAL VACATION**

### **20.1 Vacation Year**

Vacation year means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following year.

### **20.2 Vacation Entitlement**

20.2.1 Each employee who completes one (1) year of service with the Employer shall be entitled to three (3) weeks annual vacation and  $\frac{3}{52}$ nds of their total wage for the year as annual vacation pay, pro-rated for employees who commence employment during the vacation year.

20.2.2 After ten (10) years of service, employees shall be entitled to four (4) weeks annual vacation and  $\frac{4}{52}$ nds of their total wage for the year as annual vacation pay.

20.2.3 After fifteen (15) years of service, employees shall be entitled to five (5) weeks annual vacation and  $\frac{5}{52}$ nds of their total wage for the year as annual vacation pay.

### **20.3 Vacation Requests**

Vacation requests must be submitted **through the prescribed process** to the **Program Coordinator or** Executive Director. Vacation requests must be received four (4) weeks prior to the commencement of the requested vacation period. Approval will be granted based on seniority, subject to operational requirements. Based on operational requirements, vacation requests with less than four (4) weeks' notice will be considered.

20.4 **Vacation during Christmas Break**

The Employer reserves the right to schedule employees' vacation during Christmas break. Employees may choose to use personal time or request a leave of absence instead.

20.5 **Vacation Pay**

Vacation pay shall be paid to employees through the regular payroll process. Vacation pay for casual employees shall be included in each pay cheque. Vacation pay for part-time and full-time employees shall be paid when vacation leave is taken.

20.6 **Carry Over**

An employee may carry over from one vacation year to the next a maximum of five (5) days' vacation, subject to the Executive Director's approval, provided that the employee's vacation pay will be based on their hourly wage at the time when the vacation accrued.

20.7 **Sickness, Compassionate Leave, or Bereavement During Vacation**

If an employee becomes eligible for sick leave, bereavement leave, or compassionate care leave while on vacation, the employee may move this leave to the benefits and reschedule their vacation. Employees may be required to provide documentation to substantiate the request.

**ARTICLE 21 LEAVE OF ABSENCE**

21.1 **General Leave of Absence**

An unpaid leave of absence may be granted to an employee insofar as the regular operation of the agency will permit and provided the employee furnishes a valid reason for requiring such leave. Except in extenuating circumstances all requests for a leave of absence must be submitted at least twenty-eight (28) calendar days in advance.

21.2 **Benefits, Seniority and Accruals**

21.2.1 An employee granted any leave of absence shall be responsible to pay the Employer's premium for the benefit plan if the employee wants to continue benefit coverage.

21.2.2 The employee shall earn annual vacation credits and seniority to a maximum of fifty-two (52) weeks.

21.2.3 The employee shall not earn sick leave credits, or paid holiday pay for the entire leave period granted.

### 21.3 **Maternity, Parental and Adoption Leave**

Employees shall be granted leave in accordance with the provisions of the Saskatchewan Employment Act, Part II – Employment Standards. Requests to extend the leave must be made in writing to the **Executive Director** not later than thirty (30) calendar days prior to expiry of the leave.

### 21.4 **Bereavement Leave**

**21.4.1** Bereavement leave with pay and without loss of benefits shall be granted to employee **upon commencement of eligibility of benefits outlined in the plan text**. The leave shall be granted in the event of the death of an employee's spouse/partner, brother, sister, parent, child, grandparent, spouse's grandparents, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. **The Employer may grant bereavement leave on a discretionary basis to an employee in the event of the death of someone to whom they have a significant relationship with, such as but not limited to; full time caregiver (in a personal not professional capacity), extended family to whom they provide care or cohabite with, adoptive or extended family that the employee can quantify a long-standing relationship.** Such leave shall consist of up to **five (5)** consecutive working days, which will not be deducted from sick leave accumulation. Additional leave without pay may be granted at the discretion of the Executive Director.

21.4.2 Bereavement leave may be taken in increments of as little as a half (½) day.

21.4.3 The Employer will make every effort to accommodate an employee including granting the use of vacation leave.

### 21.5 **Personal Time**

Employees **upon commencement of eligibility of benefits outlined in the plan text** are permitted to take up to twenty-four (24) hours paid personal time per year. Where possible the employee must give the Employer forty-eight (48) hours' notice of such leave.

### 21.6 **Educational Leave**

21.6.1 Subject to the demands of the workplace, leave of absence without pay may be granted by the Employer to a permanent employee who has passed probation, for education leave for a period up to eight (8) months. Requests for periods beyond eight (8) months shall be at the discretion of the Employer.

21.6.2 Requests must be submitted to the Employer in writing and must specify the specifics of the course and the job relevance of the course. The

Employer will evaluate the request based on factors including: length of service, job relevance, budgetary restraints, and length of course.

21.6.3 The Employer will make every effort to accommodate an employee including granting the use of vacation leave or banked time.

21.7 **Compassionate Care Leave**

The purpose of compassionate care leave is for a full-time or part-time employee to access time away from work without pay, up to a maximum of eight (8) weeks, to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks. Compassionate care leave without pay shall be granted in accordance with the requirements of Employment Insurance (EI) Compassionate Care Benefit provisions.

21.8 **Leave for Public Office**

An employee who is elected to public office shall be granted unpaid leave of absence as required by the term of such position.

21.9 **Union Leave**

21.9.1 As far as operational requirements allow designated employees shall be granted short-term leave of absence without pay to attend to Union business. Such leaves shall be restricted to three (3) employees at any given time. No more than one (1) per location will be granted as an operational requirement.

21.9.2 Such request must be submitted in writing to the Executive Director or designate at least three (3) days in advance except in cases where it is mutually agreed otherwise.

21.9.3 The Employer agrees to continue to pay the normal salary and maintain the benefits of employees on leave to attend to Union business. The Union will reimburse the Employer for the cost of so doing within fourteen (14) calendar days of being invoiced for such amounts by the Employer.

21.10 **Paid Jury or Court Witness Leave**

An employee who is summonsed for jury duty or subpoenaed as a witness shall continue to receive his/her regular pay and benefits provided that the employee in question would normally have worked on the day(s) in question.

21.11 **Pressing Necessity**

An employee may be granted leave with pay for a pressing necessity up to twenty-four (24) hours per year. Pressing Necessity time for



permanent part-time staff shall be pro-rated to hours worked. Approval for such leave will be subject to operational requirements. A pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not by the exercise of reasonable judgment have been foreseen by the employee and which requires the immediate attention of the employee.

## **21.12 Interpersonal and Sexualized Violence Leave**

- a) **If an Employee, the Employee's child, or a person for whom an Employee is a caregiver is a victim of interpersonal or sexualized violence the Employee can take a paid leave of absence of up to five (5) days. Additional leave of up to five (5) days may be taken chargeable to the Employee's sick leave credits or without pay if sick credits are not available.**

**Leave may be used for any of the following:**

- **Seek medical attention;**
  - **Obtain services from a victims' services organization;**
  - **Obtain psychological or other professional services;**
  - **Relocate, either temporarily or permanently; or**
  - **Seek legal or law enforcement assistance and attend court appearances.**
- b) **It is agreed that disclosures of interpersonal and sexualized violence leave will be dealt with in a confidential manner on a need-to-know basis.**
- c) **The Employer recognizes the sensitive nature of reporting and navigating Interpersonal and Sexualized Violence Leave. As such, the Employer recognizes that employees reporting Interpersonal and/or Sexualized Violence are permitted a support person of their designation which can include but is not limited to: crisis support worker, domestic violence advocate, court worker/advocate, Union representative or other designate to assist in any stage of applying for or accessing Interpersonal Leave as detailed above.**

## **ARTICLE 22 HEALTH AND SAFETY**

- 22.1 The Employer agrees to maintain an Occupational Health and Safety Committee per existing legislation. Both parties agree to follow the existing legislation pertaining to Occupational Health and Safety.

22.2 **Right to Refuse Unsafe Work**

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

22.3 **No Discipline**

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. Such job or equipment is not to be re-assigned unless the re-assigned employee(s) are notified of the refusal.

**ARTICLE 23 HARASSMENT DIGNITY AND RESPECT**

23.1 All Employees are entitled to dignity and respect in a harassment free workplace therefore the parties are committed to eliminate harassment. The parties further agree harassment in the workplace will not be tolerated. All employees are encouraged to use the Employer policy prior to involving outside agencies. The Employer **will have an up-to-date Harassment Policy, which will be reviewed periodically and posted as per Occupational Health and Safety rules.**

23.2 **Non-Discrimination**

**The Employer and the Union agree there shall be no discrimination, with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of including but not limited to age, race or perceived race, creed, colour, nationality, place of origin, ancestry, political or religious affiliation, sex, marital status, family status, receipt of public assistance, sexual orientation, gender identity, disability, nor by reason of membership or activity in the Union or any other reason within the context of human rights.**

23.3 **Workplace Violence Prevention Plan**

**The Employer, in consultation with employees, Union representatives and Occupational Health and Safety Committee Members, shall implement a Violence Prevention policy statement and Violence Prevention Plan as outlined in The Saskatchewan Employment Act to prevent workplace violence.**

**The Violence Prevention policy statement and Violence Prevention Plan will be available in writing and electronically to all Employees.**

**The policy statement and prevention plan must be reviewed every three (3) years and whenever there is a change of circumstances**

**that may affect the health or safety of workers. All revisions must be in consultation with employees.**

**ARTICLE 24 NO STRIKE OR LOCKOUT**

**24.1 No Strike**

No employee bound by this Collective Bargaining Agreement shall strike during the term of this Collective Bargaining Agreement.

**24.2 No Lockout**

The Employer shall not cause a lockout during the term of this Collective Bargaining Agreement.

**ARTICLE 25 TECHNOLOGICAL CHANGE**

25.1 Will be in accordance with the provisions of the Saskatchewan Employment Act.

**ARTICLE 26 TERM AND NOTICE TO BARGAIN**

**26.1 Duration of Agreement**

This Agreement shall remain in force and effect until March 31, **2026** and shall continue automatically from year to year thereafter, unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof.

**26.2 Notice to Renegotiate**

Either party may, not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiry date of this Agreement, give notice in writing to the other party to negotiate a revision thereof. Both parties shall adhere to the terms of this Agreement during collective bargaining.

**26.3 Funding Increase**

**26.3.1** Notwithstanding the provisions of Article 26.1 and Article 26.2 above, this Collective Agreement may be opened for the negotiation of benefits and/or salary in the event the funding agent grants an increase in funding for salary, relief and/or benefits to the Employer. Either party intending to enter into such negotiations shall be required to serve the other party with not less than fourteen (14) days written notice of intent. Any negotiated salary increase and/or benefits cost increase to the Employer pursuant to this article shall not exceed the amount of funding increase received for salary, relief and benefits from the funding agent(s).

26.3.2 It is understood and agreed that in such event all other provisions of this Agreement shall remain in full force and effect.

26.4 **Changes in Agreement**

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

26.4.2 Any mutually agreed changes to this Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

**APPENDIX A – RATES OF PAY**  
**EFFECTIVE April 1, 2023 – March 31, 2026**

<b>POSITION</b>	<b>START</b>	<b>FT 3 MNTHS PT &amp; Casual 480 Hours</b>	<b>FT 1 YEAR PT &amp; Casual 1950 Hours</b>	<b>FT 2 YEAR PT &amp; Casual 3900 Hours</b>
Day Program <b>Supervisor</b>	<b>23.57</b>	<b>24.27</b>	<b>24.99</b>	<b>25.74</b>
Day Program Support Staff	<b>18.55</b>	<b>19.12</b>	<b>19.69</b>	<b>20.29</b>
BH/WH/KH Supervisor	<b>21.93</b>	<b>22.59</b>	<b>23.27</b>	<b>23.97</b>
BH/WH Day/Night Operator	<b>18.55</b>	<b>19.12</b>	<b>19.69</b>	<b>20.29</b>
Maintenance	<b>23.24</b>	<b>23.93</b>	<b>24.65</b>	<b>25.38</b>
Support Worker (BH1 and Casual)	<b>17.97</b>	18.51	19.07	19.64
<b>Training Premium</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$1.20/hour</b>

**Training Premium is equal to five (5) percent of the level four (4) house supervisor pay**

Staff will be paid at their current increment level for any positions they are filling or appointed to.

Casual Staff will receive their three (3) month increment after working 480 hours or working six (6) months, whichever comes first and their one (1) year increment after working 1950 hours or eighteen (18) months whichever comes first.

## SIGNING PAGE

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and WHEATLAND REGIONAL CENTRE INC.** hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 23<sup>rd</sup> day of August, 2024.

### Original signed by:

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

Signed on behalf of:  
Wheatland Regional Centre Inc.

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Genevieve Collett,  
Chair Bargaining Committee

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Sherry Schlosser  
Management-Bargaining Committee

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Shannen Musgrave  
Bargaining Committee

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Jenna Moore  
Management-Bargaining Committee

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Aileen Villanueva  
Bargaining Committee

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Cheryl Kelman  
Bargaining Committee

---

Kevin Glass  
Labour Relations Officer

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Todd MacPherson  
Executive Director