

THUNDER CREEK REHABILITATION ASSOCIATION, INC.

**April 1, 2008 -
March 31, 2012**

COLLECTIVE AGREEMENT

SGEU

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Articles of a Collective Bargaining Agreement made in duplicate on the _____ of _____, 2009.

B E T W E E N

THE THUNDER CREEK REHABILITATION ASSOCIATION INC., hereinafter referred to as "the Association",

PARTY OF THE FIRST PART;

A N D

THE SASKATCHEWAN GOVERNMENT & 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:

- 1.1 To maintain and improve harmonious relations between the Employer and members of the Union.
- 1.2 To promote co-operation and understanding between the Employer and the Employees.
- 1.3 To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- 1.4 To encourage efficiency and safety in operations.
- 1.5 To provide and maintain a high quality of Residential Treatment Services to adults who experience psychosocial adjustment problems.
- 1.6 To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

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

ARTICLE 2 INTERPRETATION

- 2.1 **Union** means the Saskatchewan Government and General Employees' Union representing the Employees of Thunder Creek Rehabilitation Association Inc.
- 2.2 The **Association** means the Thunder Creek Rehabilitation Association Inc.

- 2.3 **Employee or Employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 3.
- 2.4 **Executive Director** means the Executive Director of the Thunder Creek Rehabilitation Association Inc.
- 2.5 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Articles 12 and 17.
- 2.6 **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.
- 2.7 **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.
- 2.8 **Transfer** means the movement of an employee from one position to another in the same or different class with a salary range having the same maximum.
- 2.9 **Plural or Masculine/Feminine Terms May Apply:** Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 2.10 **Permanent Employee** means an employee who has successfully completed probationary period on initial appointment.
- 2.11 **Temporary** means a full-time position filled by an employee assigned for a specified period of time not to exceed 12 months.
- 2.12 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 2.13 **Class** means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 2.14 **Casual Employee** is an employee who is called in as required to relieve the shifts of permanent employees.
- 2.15 **Benefits** for purposes of maternity leave shall exclude vacation leave and sick leave.

ARTICLE 3 SCOPE

3.1 The terms of this Agreement shall apply to all employees of the Employer excluding the following:

The Executive Director.

3.2 Full-time students or social assistance trainees hired under a federal or provincial government job creation or job training program shall not be included in the bargaining unit.

ARTICLE 4 UNION SECURITY

4.1 Recognition

The Employer recognizes the Saskatchewan Government & General Employees' Union as the sole and exclusive collective bargaining agent for all its employees except as excluded in Article 3.1. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning 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.

4.2 Work of the Bargaining Unit

Except in cases mutually agreed upon by the parties, persons whose jobs are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit. It is understood between the parties that this Article may not apply during work stoppage or emergency situations.

4.3 No Contracting Out

The Employer agrees that all work or services performed by the employees shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employees, except where mutually agreed by the parties. Any work mutually agreed to be assigned to an outside source shall have, as a condition, the provisions of this Agreement applied to the workforce involved.

4.4 Non-Discrimination

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

4.5 Refusal to Cross Picket Lines

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

4.6 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

4.7 Check-Off

The Employer agrees to deduct on behalf of the Union, when requested in writing and accompanied by signed authorization cards, all initiation fees, regular monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The Employer shall remit such deductions to the Chief Executive Officer of the Union prior to the 20th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

4.8 Monthly Statement

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

4.9 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment including those set out in the Article dealing with Union Security and Dues Check-Off.

Within 30 days of being notified, a representative of the Union shall be given one hour during working hours to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

4.10 **Temporary Out-of-Scope Appointment**

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

4.11 **Union Access**

The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when dealing or negotiating with the Employer. A representative shall, after making suitable arrangements, have access to the employees during working hours in order to investigate and assist in settling any grievances.

4.12 **Staff Room**

When physical facilities permit, the Employer agrees to designate a Staff Room which will be available to staff for staff and/or Union meetings.

4.13 **Bulletin Boards**

The Employer shall make available to the Union, a bulletin board so that employees have access to it, upon which the Union shall have the right to post notices and information which shall be of interest to the employees.

ARTICLE 5 LABOUR/MANAGEMENT RELATIONS

5.1 **Function of Bargaining Committee**

Where the parties hereto agree, or at the request of either party, a joint committee shall be set up to deal with matters concerning this Agreement.

5.2 **Meeting of Committee**

The Committee shall be composed of representatives of the Employer and the Union.

5.3 **Time Off for Meetings**

The Committee shall meet as and when required, upon request of either party, within seven working days. Meetings are to accommodate working hours of employees unless otherwise agreed upon by members of the bargaining committee.

5.4 **Employer Shall Notify Union**

The Employer agrees that any reports or recommendations dealing with matters of policy which relate to conditions of employment and which affect employees within this bargaining unit shall be communicated to the Union as far in advance as possible before they are dealt with at a Board meeting. This article does not apply in cases of hiring, firing or disciplinary matters.

5.5 Board Meetings

The Union shall be entitled to have a representative present at all Board meetings except during discussions of confidential union/management disputes and personnel committee reports.

5.6 Copies of Motions

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

5.7 Contact at Work

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

5.8 Union Business

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

- (a) that employees shall be granted leave of absence with pay to attend all decision-making Conventions and conferences of the SGEU to which they are delegates.
- (b) that the employees elected as Shop Stewards shall be granted leave of absence with pay of up to four days per year to attend Union education courses.
- (c) that employees elected to office within the SGEU or to any of the Union centrals to which SGEU is affiliated shall be granted leave of absence with pay of up to two days per year to attend to those duties.
- (d) that all employees shall receive leave of absence with pay and without loss of benefits for all other time required to participate in the Union.
The Union will reimburse the Employer for wages and benefits under (a), (b), (c), or (d), if the Employer replaces the employee on Union leave.
- (e) Employees shall continue to accumulate seniority and all benefits while on leave of absence under Article 5.8.

5.9 **Leave for Union Position**

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 year. Such leave shall be renewed each year, upon request, during her term of office. Such employee shall continue to receive her salary and benefits from the Employer, conditional on reimbursement of such salary and full benefits costs by the Union to the Employer.

5.10 **Stewards**

The steward(s) shall be elected by the workers in the workplace to see that the provisions of this Agreement are adhered to.

5.11 **Recognition**

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

5.12 **Without Loss of Pay**

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

5.13 **Harassment**

The parties agree that complaints of harassment will be handled in accordance with the Harassment Policy in Appendix "C" of this Agreement.

5.14 **Personal Rights**

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

5.15 **Legal Costs**

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

5.16 **Names of Stewards**

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

5.17 **Grievance Committee**

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

5.18 **Permission to Leave Work**

5.18.1 Any employee who feels that she has been aggrieved, or any employee with relevant grievance information shall receive permission from her supervisor to leave work temporarily, without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time as soon as possible.

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

5.19 **Definition of Grievance**

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

5.20 **Collective Agreements**

The Union will provide management with four (4) copies of the Collective Agreement.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 **Step 1**

The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the Executive Director within 32 calendar days of discovery of cause for a grievance. The Executive Director shall render a decision within 16 calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director and to the Chief Executive Officer of the Union.

6.2 **Step 2**

If a satisfactory settlement cannot be effected at Step 1, the Union may, within 16 calendar days of the Executive Director's decision to the grievor, submit the grievance to the Chairperson of the Board or designate who will render a decision in writing within 16 calendar days of receipt of the grievance at Step 2.

6.3 **Step 3**

If the decision is unsatisfactory or cannot be reached within seven calendar days, both parties shall request a conciliator from the Department of Labour, in an attempt to resolve the grievance before going to arbitration.

Alternatively, the parties may by mutual agreement request the assistance of a qualified mediator to help resolve the grievance.

Either party shall retain the right to Arbitration failing a satisfactory resolution of the grievance through conciliation or mediation. Any settlement of a grievance by either of these methods is not precedent setting.

Any discussions by the parties or recommendations of the conciliation officer or mediator shall be considered "without prejudice" to any further proceedings. The conciliation officer or mediator is not a compellable witness in any Court proceeding or Arbitration hearing, pursuant to Sec. 40(2) of *The Trade Union Act*.

6.4 **Step 4**

Failing satisfactory settlement of the grievance at Step 3, the matter may be referred to arbitration within 16 calendar days.

6.5 **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 that party to show a justifiable reason for its failure to adhere to such time limits.

6.6 **Technical Objections to Grievances**

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

6.7 **Access to Grievance Information from Employer**

The Employer agrees to provide to the Grievance Committee, relevant payroll information when requested in writing and accompanied by signed authorization of the employee concerned.

ARTICLE 7 ARBITRATION

7.1 Establishment and Composition of an Arbitration Board

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the Board by the applicant shall be included.

Within 12 calendar days of receiving the notice, the party receiving notice shall furnish the name of its appointee to the Arbitration Board. If no appointment is made, the Minister of Labour shall be requested to make the appointment.

Within 12 working days of the appointment of the second person, the two appointees shall appoint a third member of the Board who shall be the Chairperson. If the two appointees fail to agree within the time limit, the Chairperson will be selected from a panel of arbitrators which has been previously agreed upon by the parties to this Agreement.

7.2 Procedure of an Arbitration Board

The Chairperson of the Board shall fix the time and place of sittings after consultation with the other members and notify the parties. The Board shall meet not later than eight calendar days after it has been constituted, unless by consent of both parties the date is changed.

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

Witnesses shall be paid by the party calling them. Board witnesses' costs shall be shared equally by the parties.

7.3 Decision of an Arbitration Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision shall be final, binding and enforceable on all parties.

The Board shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

7.4 Expenses of an Arbitration Board

Each party shall pay the fees and expenses of the arbitrator it appoints. The fees and expenses of the Chairperson and any other common expenses shall be shared equally by both parties.

7.5 **Selection of Arbitrators**

The following list of nominees shall constitute the panel of arbitrators when the Association's and the Union's appointees fail to agree to an arbitrator within the specified time limits as per Article 7.1.

The arbitrator shall be nominated from the panel in the order listed. Where a nominee from the panel is chosen and acts as chairperson, or a nominee from the panel declines, then the name which follows in the order listed shall act as the next chairperson:

Brenda Walper-Bossence.

ARTICLE 8 DISMISSAL, SUSPENSION AND DISCIPLINE

8.1 **Counselling Interview**

In the event of a difficulty related to job performance of an employee, the Executive Director will arrange a counselling interview with the employee prior to taking any further action. The employee shall have the right to have a shop steward present during this interview. The Executive Director may keep a record, separate from the employee's personnel file, that a meeting held under this article took place.

8.2 **Verbal Warning**

The first step in the disciplinary procedure shall take the form of a verbal warning in which there shall be a meeting of the employee, her shop steward and the Executive Director to discuss the issues raised and to agree upon a solution. There shall be a record of the verbal warning placed on the employee's file.

Should there be no satisfactory resolution through the above procedure; the following procedure shall be followed:

8.3 **Just Cause**

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

8.4 **Burden of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer. The record of an employee shall not be used at any time after 12 months following a disciplinary action.

8.5 **Records of Employees**

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

8.6 **Letters of Reprimand**

Reprimands of a serious nature shall be recorded by means of a letter of reprimand to the employee within 15 calendar days of the event of the complaint. Such letters shall become part of an employee's record, subject to Article 8.3. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Copies of letters of reprimand will be forwarded to the Union unless otherwise specified by the employee.

8.7 **Suspension**

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

8.8 **Dismissal**

Dismissal shall be effected by the Chairperson of the Board or by the Executive Director. The employee shall receive written notice of the action which shall include a specific statement of just cause. The Employer shall give a minimum of one week's notice in writing or pay in lieu of such notice (except in case of dismissal for gross misconduct) to employees with up to six months of service, two weeks' written notice to employees with six months to one year's service, and 30 days' written notice after one year's service. Subject to Article 4.4, casual employees who have worked less than 160 hours may not grieve termination due to general unsuitability.

8.9 **Reinstatement of Rights**

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

8.10 **Serious Misconduct**

The Employer may bypass the procedures of Articles 8.1, 8.2 and 8.6 and go directly to suspension or dismissal in cases of serious misconduct.

8.11 **Mandatory Drug Testing**

The Employer agrees that it will not implement a mandatory drug testing program for employees, and that it will not submit employees to medical surveillance. The Employer may, however, require a medical statement of fitness of any employee returning to work after sick leave.

ARTICLE 9 SENIORITY

9.1 Definition

The seniority of an employee is defined as the length of service from the date of initial employment with the Employer. Each employee shall have a day's seniority counted on a day worked. For other than full-time permanent employees, seniority will be defined as hours worked for the Employer.

9.2 Seniority for Casuals

The seniority of a casual employee is determined by actual number of hours worked for the Employer.

9.3 Loss of Seniority

Seniority shall be broken for the following reasons:

- (a) Dismissal for cause and is not reinstated.
- (b) Resignation in writing and not withdrawn within 14 days of its submission.
- (c) If permanent, laid off and not re-hired within 24 months; if temporary, within 24 months of expiry of the employee's term; if casual, within eight months of the employee's last reporting for work.
- (d) Failure to return to work immediately following the completion of a leave of absence or within 10 days' notification by the Employer to return to work following a lay-off, unless, in either case, the employee can show a justifiable reason for failure to report to work.
- (e) Five consecutive refusals by a casual employee to report for work for shifts she previously indicated she would be available for.

9.4 Seniority Lists

The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the Employer or in the case of casuals, the number of hours worked. Such lists shall be sent to the Union in January and July of each year and remain posted on the bulletin board for the balance of the year.

9.5 Appointments Out-of-Scope

No employee shall be appointed to an out-of-scope position without her consent, except in case of emergency. Employees filling an out-of-scope position shall accumulate seniority to be calculated at the time of reinstatement. (Refer to 4.10)

9.6 **Compensation for Temporary Performance of Higher Duties**

An employee temporarily appointed to a higher position for one day or more shall receive the rate of pay at the minimum of the range for the higher position, except when the minimum yields less than a 3% increase. In such a case, her rate shall be adjusted to the step in the higher range yielding at least 3%. In no case will the rate exceed the maximum of the higher range.

ARTICLE 10 APPOINTMENTS AND STAFF CHANGES

10.1 **Filling Positions by Competition**

All vacancies and new positions which the Employer wishes to fill shall be subject to in-service competition and will be posted as per Article 10.2, eight days prior to any outside advertising.

10.2 **Job Postings**

Job competitions shall allow a minimum of eight days for applications to be submitted and shall be announced in the form of a bulletin board posted in the Association's office. All casual employees shall be informed on the date of the posting or as soon as possible. The Employer shall negotiate hours of work on jobs to be posted prior to posting and will negotiate any changes that affect that position thereafter.

10.3 **Information of Posting**

The bulletin shall set out the following information:

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

10.4 **Notification of Successful Competition**

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

10.5 **Promotions or Appointments to Permanent Staff**

Providing qualifications are sufficient to perform the required duties, the applicant with the most seniority in the bargaining unit shall be appointed to the position within 30 days after the closing date of the bulletin. Qualifications shall include experience, education, and applications of skills, knowledge, and ability.

There shall be a Union representative on any hiring committee.

10.6 **On-the-Job Training**

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

The training program shall include:

- (a) seminars and conferences;
- (b) training requirements in the workplace;
- (c) procedures for selection of candidates;
- (d) allocation of available funds.

Once training opportunities are designated, such training opportunities shall be allocated by a vote of the staff in consultation with the Executive Director. Employees' attendance at such training sessions, including travel time, shall be considered as hours worked.

10.7 **Probation Periods**

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

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

10.8 **Completion of Probationary Periods**

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

ARTICLE 11 HOURS OF WORK

A schedule of hours of work for employees shall be developed by the Employer. Alterations to the schedule may be made by mutual agreement between the Employer and the Union, taking into consideration the needs of the clients. If the Executive Director and the Union are unable to agree on alterations to the schedule, each may make representations to the Board of Directors, who shall make the final decision.

11.1 **Community Mental Health Worker II**

The hours of work for the Community Mental Health Worker II shall be 160 hours in a four week period, and if half-time, 80 hours in a four week period.

11.2 **Mental Health Worker I (weekdays)**

The hours of work for weekday overnight Mental Health Worker I shall consist of 47.5 hours in a seven day period.

11.3 Mental Health Worker I (weekends)

The hours of work for weekend Mental Health Worker I shall consist of no more than 24 hours in a weekend, and no more than the usual weekly hours of the staff member they are replacing. These hours of work shall include statutory holidays. In the case of overnight positions, the hours of work shall not exceed 28 hours in a weekend when a statutory holiday falls on a weekend.

11.4 Casual Employees

Casual employees will work on an hourly basis and will be called in as required according to seniority. If the most senior casual employee is not available, then the next most senior casual employee shall be called, and so on. Should no one on the casual list be available, the Executive Director shall call in a new employee as she sees fit. The parties recognize that there may be an occasion where it is appropriate to call in a junior casual employee who is better able to meet the special needs of the resident group.

11.5 Earned Days Off

Permanent full-time staff will receive one earned day off with pay every other month. Permanent half-time staff will receive one-half earned day off with pay every other month. These days off shall be non-cumulative, and taken with the Executive Director's prior approval.

ARTICLE 12 OVERTIME

12.1 Definition

All time worked in excess of regular full-time hours, or in the case of a half-time employee, hours worked in excess of regular half-time hours, shall be considered overtime.

All time worked on a designated holiday or day of rest shall be considered overtime.

12.2 Compensation for Overtime

Overtime worked shall be compensated for at the rate of time and one-half. Employees shall have the option to receive time in lieu at the appropriate rates at a time selected by mutual agreement.

12.3 Voluntary Overtime

Under normal operating circumstances, employees shall not be required to work overtime against their wishes.

12.4 **Call Back**

12.4.1 A group home employee who is called back to the work site outside her regular working hours shall be credited for a minimum of three hours at overtime rate.

12.4.2 An employee who is required to attend a scheduled meeting outside her regular working hours shall be credited at the applicable overtime rate for time spent.

12.5 **Taking Time in Lieu**

Time in lieu must be taken within 90 days and may not accumulate beyond 40 hours. If extenuating circumstances occur, alternate arrangements must be agreed by all parties.

12.6 **Authorization of Overtime**

All overtime must be authorized in writing by the Executive Director. The Executive Director may authorize overtime for Independent Living Coaches who work more than 12 hours in one day.

ARTICLE 13 DESIGNATED HOLIDAYS

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

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

ARTICLE 14 VACATIONS

14.1 **Definition**

Vacation means annual vacation with pay.

14.2 **Vacation Year**

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

14.3 **Vacation Credits**

Employees will be entitled to take earned vacation leave with pay on the following basis:

- (a) During the first through sixth years of continuous employment, 1.25 vacation days per month worked (15 days per year).

- (b) During the seventh and subsequent years of continuous employment, 1.67 vacation days per month worked (20 days per year).
- (c) During the fifteen and subsequent years of continuous employment, 2.083 vacation days per month worked (25 days per year).
- (d) **During the twentieth and subsequent years of continuous employment Employees may use 5 conditional leave days as extra vacation days.**

All employees who are less than full-time will earn vacation credits on a *pro rata* basis.

A record of all vacation leave will be kept by the Employer. Immediately after the close of each fiscal year, each employee shall review the records of the Employer and verify that the accumulated vacation leave is correct.

14.4 **Carry-Over of Vacation**

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, to the provision that the employees may make application to the Employer for carry-over of the entitlement to the following year. Carry-over of up to five days shall be approved.

14.5 **Vacation Schedule**

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

- (a) granted bereavement leave, or
- (b) granted sick leave of three days or more upon presentation of a medical certificate, or
- (c) granted other approved leave of absence, or
- (d) when a statutory holiday falls on a day during an employee's vacation period,

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

14.6 **Vacation Pay on Termination**

Any employee who terminates employment and has not used all her earned vacation credits will be paid in lieu of such earned vacation.

14.7 **Unbroken Vacation**

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

14.8 Vacation Rotation

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

14.9 Posting Vacation Schedule

Vacation schedules shall be posted in advance each year. Once posted, these dates cannot be changed without mutual consent of the employee(s) and the Employer.

ARTICLE 15 SICK LEAVE

15.1 Definition

Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act, or due to required medical or dental appointments.

15.2 Annual Paid Sick Leave

Sick leave credits shall accumulate from the date of employment on the basis of one and one-quarter (1¼) working days per month [fifteen working days per year]. A working day is the regular working day of each employee.

15.3 Accumulation of Annual Sick Leave

The unused portion of an employee's sick leave shall accrue for her future benefit to a maximum of 50 days retroactive to November 1, 2004.

15.4 Leave of Absence While Sick

In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work. Such leave shall be reviewed annually. Such an employee shall be replaced by a casual. During the first three months of such leave, the employee will continue to earn seniority, and the Employer will continue to pay its share of benefits costs; after three months, the employee will pay the premium costs, if the policies allow. Employees with **ten** years of seniority will earn seniority for the period of the leave not to exceed three years.

15.5 **Proof of Illness**

A medical certificate(s) may be required from employees reporting sick in excess of three consecutive days. If a medical certificate is required, such a certificate will be requested during such illness, and will be paid for by the Employer if a charge to the employee is incurred for such.

15.6 **Illness in Immediate Family - Paid Leave**

An employee shall be entitled to leave with pay to attend to the illness of a member of the employee's immediate family (including common-law spouse). Such leave shall be deducted from the employee's conditional leave (Article 19.3) or accumulated sick leave credits if conditional leave is exhausted.

15.7 **Illness in Immediate Family - Unpaid Leave**

Employees shall be entitled to an unpaid leave of absence of up to one year to attend to the needs of an immediate family member. Employees will earn seniority only during the first three months of such leave. Employees with **ten** years of seniority will earn seniority for the entire period of the leave.

15.8 **Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each fiscal year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct.

ARTICLE 16 LEAVE OF ABSENCE

16.1 **Leave to Hold Office**

At the request of an employee who is elected to public office, she shall be granted unpaid leave of absence without loss of seniority for the term of public office.

16.2 **Bereavement Leave**

Bereavement leave with pay shall be granted to an employee. Such leave shall consist of up to five days per bereavement. Additional time shall be granted under extenuating circumstances. This will be applicable in the case of members of the immediate family, including aunts, uncles, cousins, grandparents, relations through marriage, close personal friends, and same-sex spouse. This leave is non-cumulative, and shall not be deducted from accumulated sick leave credits. This shall be limited to 15 days per year, although additional days may be granted under extenuating circumstances.

16.3 **Pressing Necessity**

Necessary time off work without pay shall be granted to an employee for pressing personal matters or family matters beyond the employee's control. This would include such matters as: illness in the family, birth or adoption of a child, natural disaster, examination leave, and moving. Such leave shall consist of up to three days. Additional time may be granted under extenuating circumstances.

16.4 **Child Care Leave**

Any employee with sufficient cause may be entitled to a leave of absence without pay for up to a maximum of three months, without loss of seniority, for the purpose of caring for their child or children. Sick leave and designated holiday benefits will not be earned during such leave beyond one month.

16.5 **Maternity Leave**

An employee shall be entitled to maternity leave without pay provided that she presents a medical certificate confirming the pregnancy and showing the probable date of delivery. Such an employee shall not be denied the right of employment solely on the basis of pregnancy.

The following conditions shall apply:

- (a) The Employer may require the employee to take pregnancy leave when the employee is unable to carry out her normal duties or when, in the opinion of a medical practitioner, such leave is warranted.
- (b) Maternity leave shall cover a period up to a total of 12 months before and/or after the birth and/or adoption of the child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension of up to a maximum of one year longer may be granted to a permanent employee.
- (c) During such leave, the employee shall continue to earn all benefits under the Collective Agreement except for sick leave and vacation leave, which shall be earned for the first month. Upon return from such leave, the employee shall be reinstated in her former position.
- (d) Notice of intention to return to work, or request for a change of length of leave of absence must be forwarded to the Employer 30 days prior to the expiration of the leave. The Employer is not required to allow an employee to resume her employment until after the expiration of the 30 days' notice.

16.6 **Seniority Status During Maternity Leave**

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

16.7 **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.

16.8 **Paternity Leave**

Four days leave with pay shall be granted to an employee for paternity leave. Additional days may be granted per Article 16.3. In the case of the husband choosing to stay at home with the child, the same benefits as covered in Article 16.5 would apply.

16.9 **Leaves of Absence**

Leaves of absence are available to all permanent full-time and permanent part-time employees and will be granted for educational or personal developmental purposes, as mutually agreed to, or because of stress, and will be unpaid.

16.9.1 Employees will accumulate eligibility for one month's leave with every two months' service.

16.9.2 Leave may be applied for after the employee's initial probationary period has been successfully completed.

16.9.3 Employees must make a commitment to the Employer to work for two months for every month granted under this leave.

16.9.4 Leaves may be restricted by the following conditions:

- i) No more than one full-time employee may be on leave at the same time unless mutually agreed upon by the parties to this Agreement.
- ii) Seniority will determine allocation of such leaves on a rotational basis. If an employee does not wish to exercise her turn she will follow the employee next lower on the list.

16.9.5 Leave requested due to stress must be accompanied by supporting medical documentation.

16.9.6 The limit on this leave shall be one year. Employees may request separate subsequent leaves upon the approval of the Executive Director.

16.10 **Earning of Seniority**

Employees granted leaves of absence under Article 16.9 shall not continue to earn seniority, but shall retain their accumulated seniority upon returning from such leaves of absence, and shall be reinstated in their former position. Employees will, however, continue to earn seniority while on stress leave and job-related educational leave, provided that the Employer had agreed in advance of the leave that such leave is job-related.

16.11 **Extension of Leave**

At the conclusion of an employee's leave of absence, the employee shall return to work, unless she requests an extension for a minimum of four weeks, by providing no less than two weeks' notice in writing to the Employer.

16.12 **Maintenance of Benefits**

The Employer will continue to pay its share of the premiums of the benefits plans for three months for employees on maternity or paternity leave, and for employees on job-related educational leave where the Employer has agreed in advance of the leave that such leave is job-related. After the three months, if the insurance policies allow, the employee will have the option of maintaining benefits coverage if she pays the required premiums herself.

ARTICLE 17 PAY ADMINISTRATION

17.1 **Wage Schedule**

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

17.2 **Increments**

17.2.1 For the purpose of calculating increments for full-time employees, an employee who commences employment during the period from the first to the fifteenth of the month shall be granted an annual increment as if she commenced employment on the first day of that month.

17.2.2 An employee who commences employment during the period from the sixteenth to the end of the month shall be granted an annual increment as if she commenced employment on the first day of the following month.

17.3 **Increments After a Leave of Absence**

When an employee returns to work after a leave of absence without pay, or returns to work within 24 months after lay-off, she shall be reinstated to her former step in the salary range, and will be credited with all the seniority she possessed before the leave or lay-off unless otherwise stated in this Agreement.

17.4 **Hiring Rates**

The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Appendix "A," except where there is agreement between the Employer and the Union to hire above the minimum. Employees who occupy a position on a part-time or temporary basis and are successful in obtaining that same position on a permanent appointment shall have their previous service in that position credited for the purpose of hiring within the range, and for the determination of their increment date.

17.5 **Statement of Earnings**

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

17.6 **Calculation of Sick Leave and Vacation**

For the purposes of computing sick leave and vacation entitlement, an employee who commences employment during the period from the first to fifteenth of the month will receive credit for the month's service. Employees commencing employment from the sixteenth day to the end of the month shall have sick leave and vacation granted on a *pro rata* basis.

17.7 **Promotion**

On promotion of an employee, her rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than a 3% increase. In such a case, her rate shall be adjusted to the step in the new pay range yielding at least 3%. In no case will the rate exceed the maximum of the range.

17.8 **Payments Due on Separation**

Payments under this Agreement due to an employee on separation shall be made within a period of two weeks excepting, however, in those instances where it is necessary to withhold payments pending the settlement of any advances repayable or any other valid claim against an employee. In the event of death of any employee, any amounts due shall be paid to the estate.

17.9 **Project Employees**

Employees working on all temporary projects will be covered by the collective agreement. Wages and benefits will be determined by the level of funding the employer receives for these projects. If funding is continuously obtained for a period of 1 year or more the parties agree to meet and negotiate the new position as per Article 18. The assignments will be assigned to the senior qualified employee and wages will be determined by the level of funding the employer receives. The employer agrees to provide the Union with a copy of the contracts to verify the funding available.

ARTICLE 18 JOB CLASSIFICATION AND RECLASSIFICATION

18.1 Maintaining a Classification Plan

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

18.2 Classification Shall be Submitted to the Union

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

18.3 Manual of Class Specifications

A manual of class specifications, currently maintained, shall be kept in the Employer's office and shall be available for inspection.

18.4 Changes in Classification

When the volume of work or the duties of any classification is altered or changed, or where the Union or the employee feels he is incorrectly classified or when a new classification not covered by this Agreement is being created during the term of this Agreement, the rate of pay, hours of work, and qualifications shall be subject to negotiation between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification.

18.5 Challenge from Senior Employees

When reclassification is due to new or additional duties and responsibilities, the most senior qualified employee shall be offered the appointment.

18.6 Downward Reclassification

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

ARTICLE 19 EMPLOYEE BENEFITS

19.1 Pro-rating of Benefits

Permanent full-time and permanent half-time employees shall be entitled to all benefits of this Agreement.

Permanent employees who work less than half-time shall receive all benefits provided in this Agreement, except for sick leave, dental plan, extended health benefits, and group life insurance.

Casual/relief employees will receive none of these benefits.

19.2 **Personal Property Loss**

Employee's personal property loss or damage, by action of a client, shall be replaced or repaired at the expense of the Employer, if the employee was not negligent in the performance of her duties.

19.3 **Conditional Leave**

An employee who has completed one year of continuous service with the Association shall be granted five days with pay per year during the second and subsequent years, up to and including the sixth year.

An employee who has completed six years of continuous service with the Association shall be granted 10 days with pay per year during the seventh and subsequent years of employment. This time may be taken in an unbroken period or as extra days at the mutual agreement of the Employer and the employee. This time is non-cumulative and is contingent upon continuous service of the employee.

This time must be taken during the year earned and is not subject to payout upon termination of employment.

This leave is not intended to extend an employees vacation leave. It should include but not be limited to family emergencies, family illness, mental health leave or to extend an employees bereavement leave or sick leave.

19.4 **Pension Plan**

Effective October 1, 1997, the employer will deposit 8% of gross salary into the Public Employees Superannuation Plan. To be eligible for this, permanent employees must have passed their probationary period and casual employees must have worked 160 hours in a 12-month period.

Project Employees will be eligible for the pension plan after working full-time on one project for eight years.

Employees who earn less than \$7,500/year may elect to have the pension contribution placed into their pension at the Saskatchewan Pension Plan.

ARTICLE 20 TRAVEL AND ALLOWANCES

20.1 **Use of Employee Vehicle**

20.1.1 **The Union acknowledges that due to funding limitations the Employer is not able to provide a vehicle and or cell phone for all employees working as a Community Mental Health Worker II. Therefore where employees use their won vehicles and or cell phones the following will apply.**

20.1.2 Employees working full-time as a Community Mental Health Worker II who use their own vehicle will be paid a vehicle allowance of three hundred (\$300.00) per month to be based on the current Public Service Commission (PSC) rates.

20.1.3 Employees working as a Community Mental Health Worker II (CMHW II) who use their vehicles in the performance of their duties in excess of the maximum reimbursed kilometres (MRK) to be calculated using the following formula for full-time CMHW II's and properly modified for those who work less than full-time, $\$300/\text{PSC rate} = \text{MRK}$, will be provided with a Canada Revenue Agency form T2200 or its successor, signed by the Employer, which will indicate that the use of the employee's car was required in the performance of the employee's duties.

20.2 Meals and Accommodations

20.2.1 The meal and accommodation rates, as adjusted from time to time, in effect between the Public Service Commission and the Saskatchewan Government and General Employees' Union will apply when an employee's work requires them to be away from the City of Moose Jaw.

20.2.2 When employees are doing work for the Association, which requires them to be away from their residence, they are not required to be billeted. They will be provided with reasonable hotel or motel accommodation.

20.3 Cell Phones

The Employer recognizes that cell phones are necessary for employees classified as Community Mental Health Worker II in the performance of their duties. Employees who use their own cell phone for work purposes will be provided with a Canada Revenue Agency form T2200 or successor, signed by the Employer and indicating that the employee's use of a cell phone was required by in the performance of their duties.

20.4 Incidental Allowance

The parties acknowledge that as part of their normal job duties some employees are required to provide social outings to clients, such as, going for coffee, or various activities. The Employer agrees to provide to such employees an incidental allowance of ten dollars (\$10.00) per month for each assigned client for such purpose.

ARTICLE 21 LIFE AND DENTAL INSURANCE

The Employer agrees to continue full payment of the premiums for the life insurance and dental insurance policies currently in effect. Employees will receive the benefits of coverage only if they qualify by the terms of those insurance policies.

The Employer will commit the unused portion of benefit funds to contribute to an Extended Health Plan to the maximum of the single rate for permanent part-time, half-time or full-time employees. The Employer's contribution will be dependent upon the funds available and the number of employees enrolled in the plan. Employees shall apply for enrolment by April 1 of each year.

ARTICLE 22 OCCUPATIONAL HEALTH AND SAFETY

22.1 Joint Employer - Employee Committees

Joint Employer - Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two members and not more than 12 members, unless specifically agreed by all members of the workplace OH&S Committee. At least one-half of the committee members shall be employees elected or appointed by the Union members and each committee shall have Employer and employee chairpersons, as appointed by their respective parties.

22.2 Health and Safety Orientation and Instruction

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

22.3 First Aid

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

22.4 Protective Clothing and Equipment

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

22.5 Working Alone

Where any worker works in relative isolation, he/she shall have access to an off-duty supervisor in the event of an emergency.

22.6 Occupational Health Committee

22.6.1 The Occupational Health and Safety Committee shall have a continuing concern with respect to the 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 reasonable opportunity during regular working hours to deal with such concerns.

22.6.2 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 worker representatives.

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

22.7 **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 Chief Executive Officer of the Union, and the Department of Labour. All committee minutes will be kept with other Committee records and correspondence, and shall be available for inspection by any employee and the Union.

22.8 **Workplace Inspections**

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

22.9 **Committee Investigations**

Each committee shall promptly investigate all fatalities and serious bodily injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the Employer and the Chief Executive Officer of the Union (and the Department of Labour if required or deemed advisable).

22.10 **Right to Refuse**

22.10.1 A worker may refuse to do any particular act or series of acts at work which she has reasonable grounds to believe are unusually dangerous to her health or safety or the health and safety of any other person at the place of employment until the occupational health committee or occupational health officer has investigated the matter and advised her otherwise.

22.10.2 The duties of the committee shall include the investigation of any matter referred to in Article 22.10.1.

22.10.3 Where discriminatory action is taken against a worker who has exercised the right conferred on her by Article 22.10.1, there shall be a presumption in favour of the worker that the discriminatory action was taken against her for that reason, and the onus shall be upon the Employer to establish that the worker was discriminated against for good and sufficient other reason. Temporary assignment to alternative work at no loss in pay to the worker until the matter mentioned in Article 22.10.1 is resolved shall be deemed not to constitute discriminatory action within the meaning of this Article.

22.11 **Occupational Health Committee Training**

Subject to reasonable notice being given, all committee members or alternates of an OH&S Committee may receive up to five days leave with pay, per year, to attend occupational health and safety training courses, seminars or courses of instruction.

22.12 **Video Display Terminals**

No employee shall be required to work on a video display terminal for more than four hours in any one day. Employees shall receive a 10 minute break (defined as any duty other than the use of a VDT) every hour that they are working on a VDT.

22.13 **Provision of Information**

22.13.1 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.

22.13.2 The Employer will notify the Committee and the Chief Executive Officer of the Union when the Employer becomes aware of:

- any Notice of Contravention it receives, and will notify both of the progress the Employer is making towards remedying such Notice of Contravention,
- any fatality or serious bodily injury sustained by any employee,
- any dangerous occurrence that may have caused injury to any worker.

22.13.3 The Employer will notify the Chief Executive Officer of the Union when the Employer conducts or has conducted for it any investigation or study

- of the workplace where it may have a bearing on any occupational health and safety matter that may affect employees,
- of any accident or injury or dangerous occurrence,

and the Employer shall promptly furnish the Chief Executive Officer of the Union with a copy of all interim and final reports prepared as a result of such investigation(s).

22.13.4 The Employer will provide to the Chief Executive Officer of the Union any report the Employer receives from a third party that has any bearing on any occupational health and safety matter that may affect employees.

22.14 **Recognition of Social Illness**

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

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

ARTICLE 23 TECHNOLOGICAL CHANGE

Technological change shall be discussed with the Union prior to its introduction.

ARTICLE 24 JOB SECURITY

24.1 **Present Conditions and Benefits**

All rights, benefits, privileges and working conditions which current employees as of June 1, 2006 now enjoy, receive or possess, as of shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

24.2 **Agreement Subject to Applicable Laws**

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

24.3 **Employer Amalgamation**

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

24.4 **Temporary Positions**

Temporary positions will be limited to six months. At the end of that period, the Employer will either allow the position to expire, or post it and fill it as a permanent position.

This Article will not apply to temporary appointments where an employee is back-filling a vacancy created by another employee on a leave of absence.

ARTICLE 25 LAY-OFFS AND RECALLS

25.1 Definition of Lay-off

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

25.2 Role of Seniority in Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, the employee with the least seniority in that classification shall be laid off. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee.

25.3 Recall Procedure

25.3.1 Employees shall be recalled in the order of seniority.

25.3.2 Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority.

25.3.3 Employees who choose to take employment offered to them, which would constitute demotion or temporary employment, shall not lose their right to re-employment to positions equivalent to those from which they were laid off.

25.3.4 Employees shall be given 30 days' notice of recall, in writing.

ARTICLE 26 DURATION

26.1 Duration

This Agreement shall be binding and remain in effect from April 1, **2008** to March 31, **2012**, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing, subject to Article 25.03, in any year, that it desires the contract's termination or amendment.

26.2 Changes in Agreement

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

26.3 **Notice to Bargain**

Either party desiring to propose changes to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party that they wish to amend the collective agreement. Within 14 working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

26.4 **Agreement to Continue in Force**

Where such notice requests revision only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Both parties shall adhere to the terms of this Agreement during collective bargaining.

26.5 **Wage Re-opener**

The parties agree that if funding (which includes benefits or allowances) increases during the term of this Agreement, the parties will re-negotiate for various classifications, as funding allows.

ARTICLE 27 MANAGEMENT RIGHTS

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

- (a) Direct the working force.
- (b) Operate and manage its business in all respects.
- (c) Hire, select, transfer, and lay off because of lack of work.
- (d) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees. These rules and regulations shall primarily be designated to safeguard the interests of the residents and the efficiency in the agency's operation.
- (e) Promote, demote, discipline, suspend, and discharge any employee provided, however, that such action may be subject to the grievance procedure provided herein.

APPENDIX "A"

Effective April 1, 2008 (3% increase)

	0-6 mos.	7-12 mos.	Year 2	Year 3	Year 4
Community Mental Health Worker II /hr	14.96	15.45	15.96	16.33	16.73
Mental Health Worker I (Day Shift) /hr	12.28	12.66	13.04		
Bookkeeper	14.96	15.45	15.96	16.33	16.73
Mental Health Worker I (Overnight shift) /hr	12.10				
Casual/Relief Staff (Overnight)	12.10				
Casual/Relief Staff (Day Shift) /hr	12.10				

Effective October 1, 2008 (7% Increase)

	0-6 mos.	7-12 mos.	Year 2	Year 3	Year 4
Community Mental Health Worker II /hr	16.01	16.54	17.08	17.48	17.90
Mental Health Worker I (Day Shift) /hr	13.14	13.54	13.95		
Bookkeeper	16.01	16.54	17.08	17.48	17.90
Mental Health Worker I (Overnight shift) /hr	12.95				
Casual/Relief Staff (Overnight)	12.95				
Casual/Relief Staff (Day Shift) /hr	12.95				

**APPENDIX "B" - LETTER OF UNDERSTANDING #1
SGEU CAMPAIGN TO IMPROVE FUNDING**

It is agreed that it is in the best interest of the parties that the funding arrangements between the Board and the funding agencies must change. To that end it is agreed that the Board will support the SGEU campaign aimed at changing the funding process.

APPENDIX "C"

HARASSMENT POLICY

1. Definition of Harassment

Harassment is defined as any unwelcome or unwanted action by any person against another. It can be a non-verbal, verbal or physical action or display of materials of a sexual or non-sexual nature, on a single or repeated basis, which humiliates, insults, degrades, threatens, or intimidates.

"Unwelcome" or "unwanted" in this context means any actions which the harasser knows, or reasonably ought to know, are not desired by the victim of harassment.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control.

Harassment is not (a) bona fide work related interaction such as work assignment, performance feedback, counselling or disciplinary action or (b) normal social contact between people based on a position of equality or mutual consent.

2. Statement of Agreement by the Parties

The Employer recognizes its responsibilities to create a workplace that is free from harassment. The Employer has agreed to address workplace harassment in cooperation with the Union and within the statutory authorities governing a safe workplace (i.e., OH&S).

The following policy is adopted for use when it may apply to employees and/or the Employer. Clients of the Employer are excluded from the terms of this policy.

All employees are encouraged to use this policy prior to involving outside agencies. Investigations conducted under this policy will be confidential.

3. Roles of the Parties

The employee will:

- a) play a responsible part to ensure that the working environment is free from harassment. Your responsibility is to avoid conduct which might be considered harassment.
- b) participate in training provided by the Union or management pertaining to harassment in the workplace. Training when provided will be at a regular staff meeting and will result in no new cost to the Employer.
- c) If you perceive that you are the subject of personal harassment as defined above, it is suggested you proceed as follows:

make your disapproval or uneasiness known to the alleged harasser immediately. Tell the person firmly that you do not welcome or approve of the behaviour and tell her to STOP. In some cases, the individual may not

be aware the behaviour is offensive. Tell the alleged harasser why the conduct is offensive.

- ii) if the incidents continue, keep a written record of dates, times, the nature of the behaviour and witnesses, if any.
- iii) if you are unsure or uneasy about making contact with the alleged harasser, ask for assistance from your Union representative, management, or continue on to Step 1 of the complaints procedure.

The Union will:

- a) provide training to all employees pertaining to harassment in the workplace -to combat harassment and to explain how to initiate a complaint.
- b) recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- c) not condone or tolerate any harassment.
- d) support and encourage its members to speak out and confront harassers.

The Employer will:

- a) attempt to provide a workplace free of harassment.
- b) recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behaviour. The Employer therefore agrees to create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment.
- c) ensure that every employee is aware that the workplace is to be free of harassment.
- d) provide training to all employees pertaining to harassment in the workplace -to combat harassment and to explain how to initiate a complaint.

4. Complaints Procedure

Obligation:

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation or repercussions after reporting incidents, including any subsequent investigation. Protection may also be appropriate when effecting the final decision on a complaint.

Procedure for Handling Harassment Complaints:

- a) All complaints of harassment shall be covered by this Policy and dealt with in a serious manner.
- b) Where possible, employees will participate in proceedings under this Policy during normal work hours.
- c) No information relating to the complainant's or the respondent's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Policy unless directly related to the incident in question.
- d) In the event that the complainant and the respondent are members of the Union, the Employer agrees to allow each their right to Union representation.
- e) Nothing in this Policy precludes the right of the complainant to take their complaint to any outside agency, e.g., Human Rights Commission, Dept. of Labour, SCAR, Ombudsman, MLA, MP, church, etc., at any time they deem appropriate.

Step 1

- a) Any complaint may be lodged in confidence with a Union or Employer official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the other party and together they will notify the respondent.
- b) The complaint shall be investigated by the two parties in confidence and an honest attempt will be made to achieve resolution.
- c) If a satisfactory resolution is achieved, the process ends here.
- d) If no satisfactory resolution is achieved, then Step 2 is implemented.

Step 2

- a) A formal complaint shall be submitted concurrently, in writing, to the Manager and to the Union.
- b) Upon receipt of the signed written complaint, the Manager after consultation with the Union shall (i) determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate workplace, (ii) advise the respondent of the name of the complainant and the full details and scope of the complaint, and (iii) set up a Board within five calendar days to investigate the complaint.

The Board shall consist of one Union representative and one Employer representative. (No representative on the Board shall be from the department workplace where the incident is alleged to have occurred.)

- c) It is agreed that as a general principle the respondent be the one removed from the immediate assigned work area. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- d) An opportunity for all parties affected to be heard, will be provided, in whatever manner is deemed appropriate by the Board.
- e) A decision and recommendations will be submitted in writing within 20 days to the Union chairperson and the Manager. This time limit may be extended by mutual agreement of the Union chairperson and Manager.
- f) The Board shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the Employer appropriate action, up to and including permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation. The Board may recommend to the employee that she seek counselling.

The Board shall have the authority to determine whether a complaint is frivolous or vindictive and to recommend the appropriate course of action in such cases.

The Employer has the right to implement or not to implement the recommendations of the Board. As this process for resolution of a complaint is similar to the grievance procedure, when the Employer does implement the recommendations of the Board, the Employer shall not be subject to grievance.

This Policy is attached to and forms part of the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____.

SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION,
Represented by:

THUNDER CREEK REHABILITATION ASSOCIATION, INC.
Represented by:
