# REGINA HOUSING AUTHORITY

January 1, 2014 -December 31, 2017

# **COLLECTIVE AGREEMENT**



# ARTICLES OF A

# **COLLECTIVE BARGAINING AGREEMENT**

### BETWEEN

# **REGINA HOUSING AUTHORITY**

### AND

# SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION LOCAL 2487

**JANUARY 1, 2014 TO DECEMBER 31, 2017** 

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#### ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT made in duplicate this 22<sup>nd</sup> day of May, 2014.

#### between

#### REGINA HOUSING AUTHORITY 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

#### PURPOSE

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

- a) provide excellence in the level of services and support to tenants to ensure the provision of safe, secure and affordable housing,
- b) promote cooperation and understanding between the employer and the employees to ensure the delivery of quality services that benefit low income seniors, families, people with disabilities, and any other individuals in our community,
- c) provide services that are efficient, respectful and safe,
- d) jointly operate in a manner that is economical, eliminates waste and promotes the morale, well-being and security of all employees in the bargaining unit,
- e) maintain the viability of the Authority,
- f) maintain and improve harmonious relations between the employer and the employees,
- g) recognize the mutual value of joint discussions and negotiations in matters pertaining to the working conditions, the working environment and the continuous improvement of service to the tenants.

It is on these principles that the parties to this Agreement do hereby enter into, establish and agree to the following terms:

#### ARTICLE 1 DEFINITIONS

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

- **1.1 Bargaining Unit** means the unionized employees of the Saskatchewan Government and General Employees' Union who are employed by the Employer.
- **1.2 The Board** means the Board of Directors of the Regina Housing Authority.
- **1.3 Casual employee** means a person who is not regularly scheduled on an ongoing basis, and may be called in for work on short notice.
- **1.4 Classification** means a group of positions involving duties and responsibilities so alike that the same qualifications may be reasonably required for, and the same schedule of pay can be equitably applied to, all positions in the group.
- **1.5 Demotion** means the movement of an employee from a position bearing a lower hourly rate of pay.
- **1.6 Employee** or **Employees** means a person to which the terms of this Agreement apply as described in Article 2 of this Agreement.
- **1.7 Employer** means the Regina Housing Authority.
- **1.8 Gender** he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- **1.9 General Manager** means the General Manager of the Regina Housing Authority or the person designated to act in his place.
- **1.10 The Parties** means the parties to this Agreement, i.e., the Employer and the Union.
- **1.11 Pay Plan** means the scale of wages as contained in the attached Appendix "A" and the rules governing its application, as per Article 12.
- **1.12 Permanent Full-time** employee means an employee who has successfully completed initial probation, and works full-time in a position, continuing in nature, on a regularly scheduled basis.
- **1.13 Permanent Part-time** employee means an employee who has successfully completed initial probation, and consistently works less than full-time hours either daily, weekly or monthly, but works on a regularly scheduled continuous basis.
- **1.14 Promotion** means the movement of an employee from a position to a position bearing a higher hourly rate of pay.

- **1.15 A Scheduled Day Off** is a day which is unpaid.
- **1.16 Temporary/Term** employee means an employee who may work fulltime or part-time, for a specific period of time.
- **1.17 Union** means the Saskatchewan Government and General Employees' Union representing the employees of the Regina Housing Authority.
- **1.18** A Designated Day Off means days which are unpaid that have been credited to a permanent employee who has successfully completed initial probation.

#### ARTICLE 2 SCOPE

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

- a) General Manager
- b) Office Manager/Accountant
- c) Manager of Tenant Relations
- d) Maintenance Managers
- e) Contract Administrators
- f) Human Resource Consultants
- g) Human Resource Officers
- h) Administrative Assistant/Secretary to the Board

and any other positions that may be agreed upon during the term of this Agreement.

#### ARTICLE 3 MANAGEMENT RIGHTS

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

#### ARTICLE 4 UNION SECURITY

#### 4.1 Employer Recognition of the Union

a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for employees except as excluded in Article 2. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the

Employer for the purpose of resolving differences that may arise between them, and to strive for amicable settlements.

b) No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representative without the proper authorization of the Union. The Union will supply the Employer's representative with the names of its officers. The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

#### 4.2 Union Business

- a) The Employer agrees to grant a leave of absence with pay to employees to attend Union conventions, meetings, conferences and learning opportunities provided that such leave does not unreasonably interfere with operation of the employer and that it shall not be unreasonably withheld.
- b) The Union agrees to provide the Employer with a written request for Union leave at least 7 days in advance, except in unusual circumstances. Where the union does not know of the need for union leave 7 days in advance, verbal or written request may be made, however, the ability to grant such leave may be more difficult. Prior to the employee taking union leave, a formal, written union leave request form will be submitted. "When the employer denies a request, under this article, reasons in writing, for the denial will be provided to the Union within forty eight (48) working hours of reception of the request."
- c) The Union agrees to reimburse the Employer for all wages and benefits paid under this Article within 30 days of date of the invoice.

#### 4.3 No Discrimination

a) The Employer and the Union agree that there shall be no discrimination by reason of age, colour, race, creed, national ancestry, physical ability, physical size, sex, political activity, religious affiliation, marital status or sexual orientation nor by reason of membership or activity in the Union, place of origin, place of residence, family relationship.

#### 4.4 Harassment and Bullying

The Union and the Employer have a shared interest in: preventing harassment and bullying in the work place promoting a safe, abuse-free working environment, and upholding the philosophy of zero tolerance with respect to harassment/bullying and discrimination in the workplace.

#### 4.5 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 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.

#### 4.6 Check-Off

The Employer agrees to deduct on behalf of the Union when requested in writing by the employee and accompanied by signed authorization cards, all initiation fees, monthly dues, assessments and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The Employer shall remit such deductions to the Executive Director of Operations of the Union prior to the 15<sup>th</sup> day of the month following the calendar month in which such deduction is made. A list of the names, classification and addresses of employees from whose wages the deductions were made will be submitted by e-mail.

#### 4.7 Income Tax (T-4) Slips

At the time that Income Tax (T-4) slips are made available, the Employer shall type the amount of the Union dues paid by each Union member on the T-4 slip.

#### 4.8 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and the requirement of membership as a condition of employment as defined by The Trade Union Act. A Chief Steward/Steward of the union shall be present, and shall have paid time, during regular hours, to acquaint new members with the benefits and duties of union membership.

#### 4.9 No Individual Agreements

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

#### 4.10 Bulletin Boards

The Employer shall make available to the Union a bulletin board in each workplace so that the employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the employees. Workplaces such as the Regina Housing Authority office, Greer, Regency, Palliser Place or any other location with employees covered by the terms of this Agreement shall each have such a bulletin board. Workplace areas where only one employee is located shall receive all bulletined information by inter-office mail.

#### 4.11 Refusal to Cross Picket Lines

An employee who chooses not to cross a picket line will not be disciplined or discriminated against. The employee will advise the employer immediately and an alternative to providing the service will be determined. No employee covered by this Article may interfere with, slow down, or halt the operation of the Employer as a result of exercising his right under this clause.

#### 4.12 No Reprisals from Work Stoppages

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

#### ARTICLE 5 PROGRESSIVE DISCIPLINE

#### 5.1 Preamble

- a) Both parties agree that the Employer **shall** make **all** reasonable efforts to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action.
- b) The Employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.
- c) "Where the Employer intends to discipline an employee for just cause, the employee shall be so notified in advance of the purpose of the interview, and informed of the right to have a Union representative or paid staff representative of the Union present at the interview. The employee will be provided with a reasonable amount of time to seek union representation. If an employee refuses to have a Union representative, the refusal will

be recorded in writing or a form jointly created by Union and Management."

#### 5.2 Principles of Progressive Discipline

The parties to this Agreement recognize the principles of progressive discipline:

- a) verbal reprimand
- b) written reprimand
- c) suspension
- d) dismissal

#### 5.3 Constructive Counselling and Coaching

- a) The Employer and the Union recognize the difference between discipline and constructive job coaching, and nothing is intended to restrict the Employer's right to counsel.
- b) The Employer may, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the problem, except in the case where the employee has been suspended or dismissed. The employee shall have the right to have a steward present.

#### 5.4 Records of an Employee

- a) The Employer will provide the Union and the employee with written reasons for suspension or dismissal. A copy of said document or other information placed on any employee's file, which might at any time be the basis for disciplinary action or denial of promotion, shall be supplied concurrently to the employee and, upon request by the employee, to the Union.
- b) Employees shall have the right to review their personnel file. A Union representative, with the written authorization of the employee and with reasonable notice to the Employer, shall have access to the file, in the presence of a manager, human resource officer or authorized designate.
- c) Two years following discipline, the Employer shall remove the written documentation regarding the specific incident that led to discipline from the employee's personnel file, if no further problems were noted. The employee shall be notified in writing when documents are removed from the personnel file. Employee's performance evaluations including probationary reviews will not be removed from the personnel file. If the

Employer requests that documents remain more than two (2) years and the Union disagrees, the matter shall be referred to expedited arbitration.

 An employee may make written request to have disciplinary documents removed from their file after one (1) year. The onus will be on the employee to provide adequate reasons to have the document(s) removed.

#### 5.5 Notice of Resignation

A permanent employee shall be expected to file written notice with the Employer of her intention to resign from the service at least 30 calendar days prior to the date upon which she intends to leave. The Employer may waive that period of notice.

A probationary or temporary employee shall be expected to file written notice with the Employer of her intention to resign from the service at least seven calendar days prior to the date upon which she intends to leave.

#### 5.6 Notice of Dismissal or Demotion

Employees who are dismissed for misconduct will not receive notice or payment in lieu of notice, unless otherwise negotiated between the parties in the settlement of a grievance.

Permanent employees with five or more years of service with the Employer, who are dismissed for non-punitive reasons such as innocent absenteeism, incompetence or general suitability will be provided with 30 calendar days' notice of dismissal or if the employee does not work the 30 day notice period, the employee will receive 30 days pay at the regular rate in lieu of notice.

#### ARTICLE 6 GRIEVANCE PROCEDURE

The parties will make every effort to settle grievances as fairly and as promptly as possible without the involvement of a third party.

#### 6.1 Definition of a Grievance

A grievance is any dispute between the Employer and the employee(s) or the Union, concerning the application or interpretation of this Agreement.

#### 6.2 Disclosure of All Information

The parties to the grievance process shall provide full disclosure of all information available regarding the grievance at each step of the

grievance procedure, except where the disclosure of information would interfere with an ongoing external investigation or court proceedings.

#### 6.3 Union Grievance/Group Grievance

The Union may file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement. Such grievance shall commence at Step 2. The Union shall have the right to file a grievance on its own behalf or on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided for in this Agreement.

#### 6.4 Stewards

- a) **Recognition** The employer recognizes the steward(s) as designated representatives, elected by the Union. The Union will notify the Employer, in writing, of the name of each steward, on an annual basis.
- b) **Meeting with the Employee** Any employee who feels he has been aggrieved shall request permission from Human Resources or designate to leave work temporarily, in order to discuss the complaint with a Union representative within the facility. Neither the employee nor the Union representative shall suffer a loss of pay. Suitable arrangements for an appropriate time and place shall be made by the Union representative with Human Resources or designate.
- c) **Meeting with the Employer** The Employer agrees that one Union representative and the grievor may attend a grievance meeting with the Employer without suffering a loss of pay. Any member of the paid staff of the Union may attend a grievance meeting.

#### 6.5 Problem Resolution (Informal Process)

An employee who has a justifiable request or complaint may discuss such matters with the immediate supervisor in an effort to resolve the problem. The supervisor shall convene a meeting with the employee within seven calendar days at a time mutually agreed upon. The employee may request the attendance of the shop steward at the meeting.

The supervisor shall provide the decision verbally within seven calendar days of the meeting and the decision shall be presented to the employee and the shop steward (if one was in attendance).

#### Grievance Procedure (Formal Process)

6.6

- a) Step 1 Procedure for Employee Aggrieved
- b) The aggrieved employee shall take a grievance to the steward of his choice and the following sequence shall occur and will end at the employee's request or when the grievance has been settled to the satisfaction of the Union.
- c) Subject to Art. 8.6(d), the steward will submit the employee's grievance in writing to the immediate manager within 30 calendar days of the occurrence of the matter leading to the grievance or the time that the employee became aware of the occurrence.
- d) The manager will hear the grievance and submit his decision in writing to the grievor, the steward and the Union within 10 working days.
- e) Step 2 General Manager
- f) If a satisfactory settlement cannot be effected at Step 1, the Union may, within 10 working days of receiving the written response at Step 1, submit the grievance to the General Manager. A Step 2 meeting will be scheduled at a time agreed to by the parties. The General Manager will render a decision to the Union in writing within 10 working days of the meeting held to discuss the grievance at Step 2.

#### 6.7 Alternate Dispute Resolution Process

- a) Within 30 days of receipt of the response at Step 2, the parties will meet to determine one of the following dispute resolution mechanisms: Mediation, Expedited Arbitration, Single Arbitrator or Full Panel Arbitration.
- b) Should the parties mutually agree to grievance mediation, the grievance will be mediated. In the event the grievance was not successfully resolved through grievance mediation, the Union within 30 days will inform the employer in writing of the decision to advance the grievance to arbitration. Failure to meet the time limit will result in the grievance being withdrawn and no further action can be taken on the matter.
- c) Should the parties not agree to grievance mediation the next consideration will be expedited arbitration. Notwithstanding the above, by mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.

#### 6.8 Expedited Arbitration

The parties shall meet quarterly or as often as required to review outstanding grievances filed with the Employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- a) dismissals
- b) failure on probation
- c) suspensions in excess of 20 work days
- d) policy grievances
- e) grievances requiring substantial interpretation of a provision of the Collective Agreement
- f) grievances requiring presentation of extrinsic evidence
- g) grievances where a party intends to raise a preliminary objection
- h) demotions

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process, but either party may remove it from the expedited arbitration process at any time prior to hearing and forward it to a regular arbitration hearing.

The parties shall mutually agree upon a list of arbitrators who shall be appointed to hear and resolve groups of grievances.

By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.

The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use employees of their Human Resources Unit.

Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.

The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

The expedited arbitrator shall have the same powers and authority as a single arbitrator or arbitration board established under the provisions of Articles 6.9 and 6.10, excepting the above, that the decision shall be rendered within two working days of the hearings.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration hearing.

#### **Procedure Guidelines**

The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown & Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representatives to ensure that all relevant clauses are put before the arbitrator.

General rules of evidence will be waived except for the rule of "onus."

Mediation: Representatives must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him/her. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

#### 6.9 Selection of an Arbitrator (Single Arbitrator)

Provided the Union has within 30 days of receiving the response at Step 2 or from the date of the discussion regarding alternate dispute resolution mechanisms (Art. 6.7) by mutual agreement, the parties may

elect to have a single Arbitrator selected on a rotational basis from a list established by the parties. The order in which they will act shall be determined by the order in which they have been listed. In the event that the person whose turn it is to act is not available, the member next following shall act.

- a) Procedure
- b) The Arbitrator shall fix a time and place of sittings, after consultation with the parties.
- c) 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.
- d) Decision of the Arbitrator
- e) The Arbitrator shall render a final and binding decision within 30 days of the end of the hearings.
- f) 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.
- g) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.
- h) Expenses of the Arbitrator
- i) The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties.

#### 6.10 Arbitration Board – Full Panel

Written notice of intent to have a matter heard by an Arbitration Board shall be submitted to the other party within 30 calendar days after the completion of the grievance procedures as provided in this Agreement, or from the date of the meeting to discuss alternate dispute resolution mechanisms.

Such written notice shall contain the name of the person appointed to the Arbitration Board by the party giving the notice.

Within seven days after receiving the notice, the party to whom notice is given shall furnish the name of its appointee to the party who gave the notice to arbitrate.

The two appointees named by the parties to this agreement shall, within 10 calendar days after the appointment of the second of them, appoint a third member of the Arbitration Board who shall Chair the Arbitration Board.

If the party receiving the notice fails to appoint a member of the Arbitration Board, the Chairperson of the Labour Relations Board, on the request of a party to this Agreement, shall appoint a member on behalf of the party failing to make an appointment as per *The Trade Union Act*.

The Arbitrator/Arbitration Board 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/Arbitration Board shall have the power to dispose of the grievance by any arrangement which the Arbitrator/Arbitration Board deems just and equitable.

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

Each party shall pay the fees and expenses of their appointee to the Arbitration Board. The fees and expenses of the Chairperson and any other common expenses shall be shared equally by both parties.

#### 6.11 Employee Expenses

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

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

#### 6.12 Procedure

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

#### 6.13 Time Limits

The parties agree to abide by the time limits specified in this Article unless otherwise mutually agreed upon in writing or via e-mail.

#### ARTICLE 7 SENIORITY

#### 7.1 Definition

The seniority of all employees within the scope of this Agreement shall, after successful completion of an initial probation period, be calculated based on the following and subject to any specific Articles in this Agreement:

#### a) Permanent Employees

All permanent employees shall earn seniority from the last date the employee commenced employment with the Employer.

#### b) Temporary, Seasonal and Casual Employees

All temporary, seasonal and casual employees within the scope of this Agreement shall earn seniority based on the number of hours the employee works, inclusive of any paid leaves of absence.

#### 7.2 Seniority – Same Date of Hire

Where a dispute arises concerning the seniority of employees hired on the same day, the Employer shall, in the presence of an elected representative of the Union, use the "coin toss" method to determine the order of seniority.

#### 7.3 Seniority List

- a) The Employer shall prepare and post the seniority roster by October 31<sup>st</sup> of each year. Such list will include the accrued seniority of each employee up to September 30<sup>th</sup>. A copy of the roster shall also be provided each year to the Union.
- Employees will be allowed to challenge the accuracy of their seniority during a two week period commencing November 1<sup>st</sup>. All challenges are to be directed to the General Manager or designate for an assessment and the employee must provide satisfactory proof of error. Where satisfactory proof of error is provided, the error will be corrected.

#### 7.4 Maintenance and Accrual

Seniority shall be maintained and accrue during:

- a) All periods of paid leave
- b) Leave of absence without pay for periods not exceeding six months
- c) Maternity leave
- d) Adoption leave
- e) Paternity leave
- f) Lay-off up to and including three months
- g) Prolonged or unpaid medical leave up to two years
- h) Workers Compensation leave up to two years
- All periods of unpaid leave for active Canadian War Service or Canadian Armed Forces Peacekeeping Service – for purpose of calculating seniority, one calendar day equals .7123287 (and .7131148 in a leap year)

#### 7.5 Maintenance of Seniority

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

- a) Periods of (unpaid) leaves of absence over six months
- b) Periods on the disability list up to 3 years.
- c) Appointment to an out-of-scope position for greater than six months
- d) Lay-off over three months.

#### 7.6 Loss of Seniority

An employee shall lose seniority in the event the employee:

- a) Is dismissed for just cause, and not reinstated
- b) Is laid-off for more than 24 consecutive months
- c) Voluntarily terminates

- d) Fails to comply with the re-employment provisions of return from lay-off (Art. 10.12 (h)) within five days of the Employer issuing notice of re-employment by registered mail
- e) Abandons her job
- f) Out-of-scope promotion for greater than 12 months.
- g) After 3 years on the disability list.

#### ARTICLE 8 JOB POSTINGS

#### 8.1 **Position Designations**

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

- a) Permanent full-time, or
- b) Permanent part-time, or
- c) Temporary, or
- d) Seasonal, or
- e) Casual

#### 8.2 Job Postings

- a) When a new position is created or when a vacancy occurs that the Employer wishes to fill which is for a duration of six months or longer, the Employer shall post notice of the position internally for seven working days, unless the Employer and the Union agree to a longer or shorter period.
- b) A copy of each posting will be posted in the workplace and a copy of each posting sent to the local Union the day of the posting. Where an employee is the sole employee in a location or work area, a copy of the posting shall be forwarded to the location or work area by inter-office mail, and to every employee on the re-employment list. The employer will advise the union within 30 days of a position becoming vacant, of any decision to leave the position vacant, to reclassify the position prior to posting or to abolish the position.
- c) During the seven day period, the Employer will make every reasonable effort to inform employees by mail of such postings where employees are temporarily absent from work for reasons of vacation, sick leave, leave of absence.

#### 8.3 Information in Posting

Each posting shall contain the following, however, the information contained may be subject to change:

- a) name of position
- b) classification of position/department
- c) brief description of core duties (not an exhaustive list of duties to be performed)
- d) knowledge, skills and abilities, qualifications and experience required
- e) salary range
- f) hours of work
- g) status of position
- h) deadline for applications
- i) expected start date
- j) and any other pertinent information.

#### 8.4 Temporary Positions

Except for the provisions in Art.15.5 (Unpaid Leave for Prolonged Illness), if the temporary position exceeds 18 months, this position will be deemed permanent and result in a posting for that position. If the temporary position is ended and within three months another similar temporary position is created entailing the same nature of work, and the duration of the positions combined extend beyond 18 months, this position will be deemed necessary and will result in a posting for that position in accordance with Art. 8.2.

#### 8.5 Qualifying for Positions

The Employer will determine the necessary qualifications, experience, knowledge, skills and abilities (KSA's) required for each position to be filled, prior to posting.

#### 8.6 Selection Process

a) The Employer shall notify the Union and the bargaining unit chair of the names and seniority of internal applicants for the position, five working days prior to the interviews.

- b) The Employer will appoint the senior qualified applicant based on the employer determined KSA's as per Art. 8.5. When the senior in-scope employee is not appointed, the Employer will provide the rationale in writing to the candidate and the Union.
- c) The employer will advise the Union in the event the employer holds interviews for a vacant position, which includes an internal applicant. The Union may provide an observer for the interviews.
- d) Except for employees on initial probation, any other employee who was entered in the competition shall have the right to grieve the decision. Any grievances relating to this Article must be filed within five working days from the notification of selection. The grievance will be heard at Step 1 within 48 hours from the date the grievance was filed.

#### 8.7 Temporary Out-of-Scope Appointment

- a) An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his pay cheque and shall be entitled to all benefits and rights including seniority for the first six months. Where the temporary appointment is coverage/backfill for a maternity/paternity the leave may be extended by mutual agreement of the parties to extend the contractual rights for one year.
- After six months he shall be considered to be an out-of-scope employee and shall not be entitled to any benefits of the Collective Agreement. No employee shall be appointed to an out-of-scope position without his consent.

#### 8.8 Permanent Out-of-Scope Appointment

An employee who is appointed to an out-of-scope position has the right to revert within a one-year period. Employees who within a one-year period, fail their probation in an out of scope position, shall be reverted to their former position.

#### ARTICLE 9 PROBATION

#### 9.1 Probation on Initial Hiring

- a) Newly hired employees shall serve an initial probationary period of 120 paid days from the date the employee commences employment.
- b) During the period of probation an employee will not accumulate seniority. Upon completion of the probationary period the employee will be awarded seniority back to the date of employment.

c) By mutual agreement of the parties to this Agreement, the probationary period for any employee may be extended beyond the established probation period. During the initial probationary period an employee may be terminated for just cause at the discretion of the Employer.

#### 9.2 Movement in a New Position

- a) An employee who has served an initial probationary period shall have a subsequent probationary period of 90 days worked, when assuming a new position within the Authority.
- b) At any time during the subsequent probationary period, the Employer or the employee may terminate the appointment in writing, in which case the employee shall revert to her most recently held position without loss of any benefits that may have been earned had she not assumed a new position, or by mutual agreement, she may revert to a similar position at the same step in the salary range, subject to any increments she would have earned had she not assumed the new position.

#### 9.3 On Re-employment

a) An employee re-employed following job abolition shall serve a subsequent probationary period of 90 days worked, except where she is re-employed in a position similar to a position formerly held.

#### 9.4 On Demotion

A probationary period of 90 days worked shall be served, except where an employee demotes into a classification/position the employee formerly held.

#### 9.5 Completion of Probation

When the Employer does not terminate or fail the employee before the end of her probationary period, the employee will be deemed to have successfully completed the probationary period.

# ARTICLE 10 LAY-OFF AND RE-EMPLOYMENT (PERMANENT FULL-TIME AND PERMANENT PART-TIME EMPLOYEES)

#### 10.1 Lay-off in Reverse Order of Seniority

Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of job abolition or lay-off, employees shall be laid off in reverse order of seniority within their own classification.

#### 10.2 Employer to Inform Union

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

#### 10.3 Notice of Lay-off

Notice of lay-off shall be given to employees as follows:

- a) Two weeks written notice, if the period of employment is less than one year.
- b) Three weeks written notice, if the period of employment is one year or more but less than three years.
- c) Four weeks written notice, if the period of employment is three years or more but less than five years.
- d) Six weeks written notice, if the period of employment is five years or more but less than 10 years.
- e) Eight weeks written notice of the period of employment is 10 years or more.

#### 10.4 Temporary Employees Laid-off First if in Same Classification

Temporary employees will be terminated before a full-time or part-time employee in the same classification. Temporary employees will receive notice in accordance with Art. 10.3, but will not have displacement rights.

#### 10.5 Options for Permanent Full-time and Permanent Part-time Employees who have Received Notice of Lay-off

In the event the Employer abolishes a permanent position, the employees affected shall have the right to displace another permanent employee or the employee may elect to:

- a) go on lay-off and be placed on the re-employment list, or
- b) retire, or
- c) resign and collect severance pay.

#### 10.6 Notice to Exercise Displacement Rights

a) An employee who intends to exercise displacement rights shall indicate his intention in writing by Email, Courier or fax to the Human Resource Officer or designate within three working days of receipt of the notice of lay-off.

- b) If no response is received within this period, the employee shall be deemed to have declined the option to displace, and must choose one of the other options in Art. 10.5.
- c) Upon receipt of notice of the employee's intention to displace, the Employer will, within three working days, present the employee with an offer of a position to displace into.

#### 10.7 Acceptance of an Offer of a Position

- a) An employee will have three working days to consider the offer of a position. The three day period shall be deemed to have commenced at 5:00 p.m. of the day the offer is formally made, or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee does not accept the offer of the position within the three day period, it will be deemed the employee has declined the offer. The employee within two working days must elect one of the other options in Art. 10.5. Once the employee accepts the position, the Employer will advise the employee of the commencement date in the new position and the lay-off notice will be deemed to have been rescinded.
- b) If an employee does not accept an offer of a position in the displacement order, the employee will be deemed to have declined the option to displace and within two working days must elect one of the other options.

#### 10.8 Displacement Order

The laid off employee will displace the employee with the least seniority:

- a) in the same classification, or
- b) in a classification with a similar pay range, or
- c) in a lower classification,

provided the employee possess the KSA's as per Art. 8.5, for the positions. In all cases the employee with the least seniority will be displaced.

#### 10.9 Employees Not Offered a Position

If the employee is not offered a position after having proceeded through all stages of displacement, the employee within two working days must choose another option.

#### 10.10 Rights of Employees who are Displaced

The options in Art.10.5 shall be available to employee(s) who have been displaced.

#### 10.11 Time to Adjust in New Position

An employee who, as a result of displacement assumes a new position, shall be placed on probation in accordance with Art. 9.3. In the event he does not successfully complete the probationary period or if he so chooses, he will be placed on the re-employment list or within two working days may choose one of the other options. In any case the employee will not have another displacement option.

#### 10.12 Re-employment List

- a) An employee who has been laid off and who was unable to exercise displacement rights or who chose not to exercise displacement rights, shall be placed on the re-employment list for the class of positions he wishes to be considered for in upcoming competitions. Temporary employees may elect to place their names on the re-employment list.
- b) Employee's names will be automatically included in competitions for vacancies based on the information provided in (a) above.
- c) Except in extenuating circumstances, employees who do not accept a position offered will be removed from the reemployment list and will be deemed to have resigned from the Employer.
- d) No new employees shall be hired when qualified employees are still on the re-employment list.
- e) An employee who has been laid off shall have his name kept on the re-employment list for an unbroken period not to exceed two years. If not re-employed within 24 months, the employee shall lose seniority and be terminated.
- f) Subject to Art. 10.14, at any time during the 24 month period the employee may elect to resign and collect severance pay.
- g) Employees shall keep the Employer notified of any change in address or phone number during the lay-off period or while their name remains on a re-employment list.
- h) An employee who fails to reply within five working days to an offer of re-employment, sent by certified mail, to the employee's residence shall lose seniority and be terminated.

#### 10.13 Benefits While on Lay-Off

Employees on the re-employment list shall earn benefits in accordance with Art. 16.1

#### 10.14 Resignation Option

Employees on the re-employment list shall give the Employer two weeks written notice of resignation.

#### 10.15 Severance Pay

In the event an employee is laid off and elects to resign in accordance with Art. 10.5 (c), or the employee has elected to resign while on the reemployment list, he shall receive severance pay on the basis of two week's pay for each year of service or portion thereof. Pay will be calculated on the basis of the employee's rate of pay at the time of the lay-off notice was issued. Eligible years for the purpose of severance pay will include all continuous employment with the Employer.

#### ARTICLE 11 HOURS OF WORK - UNREGULATED

#### 11.1 Tenant Relations Staff (Full-Time)

- a) The regular hours of work for tenant relations staff will not exceed 137.75 hours in a four week period. Core hours of work are 8:30 to 5:00 p.m. however, hours of work may extend beyond 7.25 hours in any day and 36.25 hours in any week without payment of overtime. Employees must get authorization prior to working any overtime hours. Tenant relations staff will be paid at a rate of one and one half times the regular rate of pay for all hours over 137.75 in a four week period.
- b) Management will prepare and post a schedule two weeks in advance of the week being worked. The schedule will also include a 75 minute unpaid meal break in each shift, which exceeds six hours, and two 15 minute paid rest breaks in each 7.25 hour shift. The employer may fluctuate start and stop times or create shifts where necessary.
- c) The Employer will schedule an unpaid day off in each four week averaging period, which shall be either Friday or Monday and adjacent to consecutive days of rest, unless otherwise agreed between the manager and the employee. A schedule of SDOs will be posted six months in advance. SDOs may only be reassigned by mutual agreement.
- d) Employees who have successfully completed their probationary period, shall receive four unpaid discretionary days (DDOs) in each calendar year to be used at the employee's discretion,

subject to operational demands. The employer will attempt to grant DDOs as requested, where conflicts occur the employee whose name is higher on the vacation list indicated in Article 14.4 (a) will have first choice and the employees whose names are lower on the list will be expected to adjust their request. Employees are required to use DDOs prior to the end of the calendar year. The employer reserves the right to schedule days in the event the employee has not scheduled the DDOs. Such days will be scheduled in conjunction with a day of rest unless otherwise agreed

- e) The Employer may assign employees to work days, evenings, nights, weekends or designated holidays, by assigning the least senior employees. The Employer will make the necessary changes to the employee's schedule throughout the averaging period to ensure overtime is minimized.
- f) Employees shall submit any requests for changes to the schedule to the supervisor one week in advance. The supervisor will grant the request based on operational requirements. Any changes to the schedule must be made by mutual agreement and will not incur overtime.
- g) If an employee is ill on a SDO or DDO there will be no other day assigned and no charge against the employee's sick leave credits.

#### 11.2 Tenant Relations Staff (Part-Time)

- a) Part-time tenant relations employees will usually work less than 137.75 hours in a four week period, on a regular basis.
   Employees will be assigned a minimum number of hours that will be worked in any four week period. These hours are not a guarantee of hours and may be reduced or expanded up to fulltime hours, without being considered a lay-off or requiring the posting of the position, based on operational requirements.
- b) The Employer will post a schedule two weeks in advance of the week being worked. Employees may submit requests to the Employer in advance if the employee wishes to be scheduled off on specific days. Employees will be scheduled a 75 minute unpaid meal break in each shift which exceeds four hours and two 15 minutes paid rest breaks in each 7.25 hour shift. Employees working four hour shifts will receive a 15 minute paid rest break.
- c) Overtime will be paid to a part-time employee for hours in excess of 137.75 in a four week period. Part-time employees must get authorization prior to working any overtime hours.

- d) The Employer may assign employees to work days, evenings, nights or weekends. The Employer will make the necessary changes to the employee's schedule throughout the averaging period to ensure overtime is minimized. Part-time employees may be required to work additional hours on short notice upon mutual agreement.
- e) Employees wishing to make changes to the schedule shall submit the request to the Employer one week in advance. The Employer will grant the request based on operational requirements. Any changes to the schedule must be made by mutual agreement and will not incur overtime.

#### 11.3 Hours of Work – Office Employees – Full Time

- a) The regular hours of work for office staff will not exceed 137.75 in a four week period. Core hours of work are 8:30 a.m. to 5:00 p.m. however by mutual agreement hours of work may extend beyond 7.25 hours in any day and 36.25 in any week without payment of overtime. Work performed on a SDO, Saturday or Sunday will be by mutual agreement. Employees must get authorization prior to working any overtime hours. Office staff will be paid at a rate of one and one half times the regular rate of pay for all hours over 137.75 in a four week period.
- b) Employees who have successfully completed their probationary period, shall receive four unpaid discretionary days (DDOs) in each calendar year to be used at the employee's discretion, subject to operational demands. The employer will attempt to grant DDOs as requested, where conflicts occur the employee whose name is higher on the vacation list indicated in Article 14.4 (a) will have first choice and the employees whose names are lower on the list will be expected to adjust their request. Employees are required to use DDOs prior to the end of the calendar year. The employer reserves the right to schedule days in the event the employee has not scheduled the DDOs. Such days will be scheduled in conjunction with a day of rest unless otherwise agreed
- c) The Employer will prepare a six-month schedule, which will include a scheduled unpaid day off within each four week period, which shall be either Friday or Monday, unless otherwise agreed between the manager and the employee. SDOs may only be reassigned by mutual agreement.
- d) Full-time employees will be provided with a 75 minute unpaid meal break and two 15 minute paid rest breaks. Meal breaks will be scheduled and posted six months in advance. Changes will

be made to the schedule to ensure coverage due to employee absences.

- e) Employees required to work a statutory holiday will receive two times the regular rate of pay.
- f) If an employee is ill on a SDO or DDO there will be no other day assigned and no charge against the employee's sick leave credits.

#### 11.4 Part-Time Employees – Office

- a) Part-time office employees will usually work less than 137.75 hours in a four-week period. The Employer will provide part-time employees with a schedule of regularly scheduled hours one week in advance of the week being worked. Part-time employees may be required to work additional hours on short notice. Core hours of work 8:30 a.m. to 5:00 p.m., however by mutual agreement hours of work may extend beyond 7.25 hours in any day and 36.25 in any week without payment of overtime. Work performed on a Saturday or Sunday will be by mutual agreement.
- b) Employees will be scheduled one 75 minute unpaid meal break where the employee works more than four hours. Employees will be provided with one 15 minute rest break in each four hour shift.
- c) Overtime will be paid to a part-time employee for hours in excess of 137.75 in a four-week period. Part-time employees must get authorization prior to working any overtime hours. Employees who work over 137.75 hours in a four-week period will be paid at the rate of one and one half the employee's regular rate of pay.
- d) To the fullest extent feasible, part-time employees shall be assigned to the agreed guaranteed number of hours each work week. The departmental supervisor is responsible for continually monitoring the hours worked to ensure that the employee is working at the percent time established at the time of employment.
- e) Additional hours are hours, which become available after the schedule has been posted. With regard to assignment of additional hours, an employee may submit a written request to be scheduled additional hours. Part-time employees who have indicated their availability for additional (unscheduled) hours shall, when practicable, be offered by seniority the opportunity to work additional hours within the following limitations; The Employer shall not be obligated to offer any additional hour(s) to part-time employees if such hour(s) will result in any form of

premium pay as a result of the employee(s) working any additional hour(s); and The Employer shall not be obligated to modify the work schedule of any part-time or casual employee who has been previously scheduled in order to provide any parttime employee with additional work.

#### 11.5 Maintenance Employees – Full-time

- a) The regular hours of work in the Maintenance Department will not exceed 152 hours in a four week period. Employees will receive overtime at a rate of one and one-half times the normal rate of pay for every hour worked in excess of 152 hours in a four week period.
- b) Core hours of work are 8:00 a.m. to 5:00 p.m., however, hours of work may extend beyond eight hours in any day and 40 hours in any week without payment of overtime. Employees are expected to respond to fluctuations in work requirements.
- c) Management will prepare and post a schedule two weeks in advance of the week being worked. The schedule will also include a 60 minute unpaid meal break in each shift, which exceeds six hours, and two 15 minute paid rest breaks in each eight hour shift. The employer may fluctuate start and stop times or create shifts where necessary.
- d) The Employer will schedule an unpaid day off in each four week averaging period, which shall be either Friday or Monday and adjacent to **consecutive** days of rest, unless otherwise agreed between the manager and the employee. A schedule of SDOs will be posted six months in advance. SDOs may only be reassigned by mutual agreement.
- e) Employees who have successfully completed their probationary period, shall receive four unpaid discretionary days (DDOs) in each calendar year to be used at the employee's discretion, subject to operational demands. The employer will attempt to grant DDOs as requested, where conflicts occur the employee whose name is higher on the vacation list indicated in Article 14.4 (a) will have first choice and the employees whose names are lower on the list will be expected to adjust their request. Employees are required to use DDOs prior to the end of the calendar year. The employer reserves the right to schedule days in the event the employee has not scheduled the DDOs. Such days will be scheduled in conjunction with a day of rest unless otherwise agreed.
- f) The Employer may assign employees to work days, evenings, nights, weekends or designated holidays, by assigning the least

senior employees. The employer shall manage the four week period in such a manner as to eliminate or minimize as much as is possible any overtime. Therefore, employees will be expected to reduce the number of hours in a day or days in a week where possible to ensure the averaging period is not greater than 152 hours.

- g) Employees shall submit any requests for schedule changes to the Employer one week in advance. The Maintenance Manager or designate will grant the request based on operational requirements. Any changes to the schedule must be made by mutual agreement and will not incur overtime.
- h) In the event an employee has worked 152 hours prior to the end of the averaging period, the employee shall call the Maintenance Manager for either authorization to work the overtime or for approval to schedule the rest of the averaging period off. At the end of the averaging period, employees will receive an account of the overtime hours worked.
- i) If an employee is ill on a SDO or DDO there will be no other day assigned and no charge against the employee's sick leave credits.

#### 11.6 Part-time Maintenance

- a) Part-time maintenance staff will usually be assigned to work less than 152 hours in a four week period on a regular basis, the number of hours may vary based on seasonal requirements. All hours worked in excess of 152 in the four week period will be paid at one-half times the employee's regular rate of pay.
- b) Part-time employees must get authorization prior to working any overtime hours. Employees will be assigned a minimum number of hours that will be worked in any four week period. These hours are not a guarantee of hours and may be reduced or expanded up to full-time hours, without being considered a layoff or requiring the posting of the position, based on operational requirements. Part-time employees may be required to work additional hours on short notice upon mutual agreement.
- c) The Employer will post a schedule two weeks in advance of the week being worked. Employees may submit requests to the Employer in advance if the employee wishes to be scheduled off on specific days. Employees will be scheduled a 60 minute unpaid meal break in each shift which exceeds four hours and two 15 minutes paid rest breaks in each eight hour shift. Employees working four hour shifts will receive a 15 minute paid rest break.

# 11.7 On-Call Supervisors

- a) The employer may assign an employee, on a rotational basis, to work as an on call supervisor based on operational needs and subject to seniority, provided the employee has the qualifications, experience, knowledge and ability to perform the work.
  Employees will be assigned responsibilities for accepting and assessing calls within the Regina Housing Authority and delegating the work to caretakers, contractors, and emergency personnel or to provide the service directly. On-call supervisors must be available by phone at all times and must be prepared to respond to a call within 15 minutes.
- b) In the event an on-call supervisor receives a call requiring the performance of work, the employee will first assign the work to an on-site caretaker on standby in their building. Except where an on-site caretaker is assigned, the on-call supervisor is entitled to perform the work or may assign the work to the on call caretaker. In the event the on-call supervisor does perform the work, the on call supervisor will record the actual hours worked on a separate time sheet to be paid at a rate of one and one-half times the supervisor rate of pay. Actual hours worked between the hours of midnight and 6:00 a.m. and on designated holidays will be paid at the rate of double time the supervisor's rate of pay. Employees will be paid at the same step of the supervisor grid as the employee is paid on the caretaker grid. The hours will not be included in the employee's four-week averaging period. No payment beyond the on-call premium will be paid for receiving and dispatching calls.
- c) Each January, employees may opt on or off the list; however, in order to ensure adequate coverage, the employer reserves the right to assign employees in reverse order of seniority. During the year, the employer may remove an employee from the list where the employee fails to meet the required standards, or where the employee requests to be removed.
- d) On-call supervisors will be paid an on-call premium as follows:

# Change Premium amounts by 2%- 2014 1.5%-2015 1.5%-2016 and 1.6%-2017.

12:00 pm to 1:00 pm 5:00 pm to 10:00 pm	Monday to Friday Monday to Friday	<u>2014</u> \$2.13	<u>2015</u> \$2.16	<u>2016</u> <u>201</u> \$2.20 \$2.2	
8:00 am to 10:00 pm	Saturday, Sunday or Designated Holidays	\$2.44	\$2.47	\$2.51 \$ 2.	55
10:00 pm to 8:00 am	Monday to Sunday	\$2.73	\$2.77	\$2.82 \$2.	86

# 11.8 On Call Caretakers

- a) The employer may assign an employee, on a rotational basis, to work as on call caretakers based on operational needs and subject to seniority, provided the employee has the qualifications, experience, knowledge and ability to perform the work. The on call supervisor will assign the on call caretaker to provide service as required. On-call caretakers must be available by phone at all times and must be prepared to respond to a call within 15 minutes.
- b) In the event the on-call caretaker does perform work, the on call caretaker will record the actual hours worked on a separate time sheet. The on call caretaker will be paid at a rate of one and one-half times the supervisor rate of pay. Actual hours worked between the hours of midnight and 6:00 a.m. and on designated holidays will be paid at the rate of double time the supervisor's rate of pay. Employees will be paid at the same step of the supervisor grid as the employee is paid on the caretaker grid. The hours will not be added to the employee's four week averaging period.
- c) Each January, employees may opt on or off the list; however, in order to ensure adequate coverage, the employer reserves the right to assign employees in reverse order of seniority. During the year, the employer may remove an employee from the list where the employee fails to meet the required standards, or where the employee requests to be removed.
- d) On-call caretakers will be paid an on-call premium as follows:

# Change Premium amounts by 2%-2014, 1.5%-2015, 1.5%-2016 and 1.6%-2017

		<u>2014</u>	<u>2015</u>	<u>2016 </u>	<u>2017</u>
12:00 pm to 1:00 pm 5:00 pm to 10:00 pm	Monday to Friday Monday to Friday	\$1.53	\$1.55	\$1.58	\$1.60
8:00 am to 10:00 pm	Saturday, Sunday or Designated Holidays	\$1.83	\$1.85	\$1.88	\$1.91
10:00 pm to 8:00 am	Monday to Sunday	\$2.13	\$2.16	\$2.20	\$2.23

#### 11.9 Standby (Onsite Caretakers)

a) Onsite caretakers will schedule themselves on stand by a reasonable number of evenings and weekends with approval of the Employer. The Employer will include stand-by in the schedule. The employee must be available by phone to respond

to a call within 15 minutes. On site caretakers called out to perform work will include the actual hours worked on the time sheet to be included in the averaging period.

b) Employees will be compensated based on the following:

		<u>2014</u>	<u>2015</u>	<u>2016</u> <u>2017</u>
5:00pm to 10:00pm	Monday to Friday	\$2.01	\$2.04	\$2.07 \$2.10
8:00am to 10:00pm	Saturday, Sunday, and Designated Holidays	\$2.30	\$2.33	\$2.36 \$2.40

- c) Onsite caretakers are expected to provide service that is normally provided or is assigned by the on-call supervisor or Manager.
- d) Onsite caretakers are themselves tenants which may result in the performance of functions outside of the normal work requirements for which the employee will not record the time for these services on the time sheet.

#### 11.10 Casual/Seasonal Employees

Casual/Seasonal Employees will work hours as required by the Employer. Employees will be scheduled one week in advance where possible; however, casual employees may be required to report to work on short notice.

- a) Casual Maintenance employees will usually work less than 152 hours in a four week period. All hours in excess of 152 in the four week period will be paid at one and one-half times the employee's regular rate of pay. The employer shall manage the four week period in such a manner as to eliminate or minimize as much as possible any overtime. Therefore the employee will be expected to reduce the number of hours in a day or days in a week where possible to ensure the averaging period is not great than 152 hours. Employees must get authorization prior to working any overtime hours. For seniority purposes, hours towards seniority will be capped at 32 hours per week.
- b) Casual Office and Tenant Relations employees will usually work less than 137.75 hours in a four week period. All hours in excess of 137.75 hours in the four week period will be paid at one and one-half times the employee's regular rate of pay. The employers shall manage the four week period in such a manner as to eliminate or minimize as much as possible any overtime. Therefore the employee will be expected to reduce the number

of hours in a day or days in a week where possible to ensure the averaging period is not greater than 137.75 hours. Employees must get authorization prior to working any overtime hours.

c) Seasonal employees will not work more than 40 hours in any week.

## 11.11 Emergency Call Back by Employer

Employees not assigned stand-by or on-call who are required to work shall be called on the basis of seniority subject to proximity, urgency and availability. Employees will be paid at one and one half times the hours actually worked or three hours whichever is greater. Employees have the right to refuse.

## 11.12 Unused DDOs

a) Where any employee is unable to take the allotted DDOs or where the employer is unable to schedule the DDOs, the employee will be paid for the DDOs at overtime rates. Where the employee has worked less than the normal full time annual hours, DDOs shall be pro-rated.

Where an employee resigns, retires, or is terminated and said employee has taken DDOs not yet earned, the employer is entitled to deduct the amount of money owed from the employees final pay cheque on the basis one DDO per 3 calendar months.

#### 11.13 Records

All Employees shall submit a timesheet in a manner prescribed by the Employer in order to be paid.

#### 11.14 Job Sharing

Job Sharing is a work arrangement in which two employees voluntarily share one full-time equivalent position.

#### Guidelines

- 1. a) Written application must be made to the Human Resources Officer by a full-time staff member wishing to become involved in the job sharing arrangement.
  - b) The Human Resources Officer along with the Department Manager has the right to determine whether a job is appropriate for job sharing. In accordance with Guideline #2 below.
  - c) The vacant portion of the job share will be posted in accordance with Article 8 of the Collective Agreement. If a full-time

employee is the successful applicant for the vacant portion of the job share, their previous full-time position will be posted and filled per the Collective Agreement.

- 2. Details of all job shares (ie. Scheduling) are negotiated between the individuals, the Department Manager, and the Union.
- 3. The status of job sharers is that of a Part-time employee, and thus, the salary, benefits, and applicable provisions in the Collective Agreement are the same as for part-time employees.
- 4. Each job sharing position is evaluated at the end of three months and every twelve months thereafter specifically to determine:
  - a) Any impact on the quality of customer service,
  - b) Willingness by the employees involved continuing the job sharing arrangement at the end of the twelve months,
  - c) Willingness of the Employer to continue with the job share arrangement,
  - d) If modifications in the arrangements are required.
- 5. If the Employer determines that the job sharing arrangement is no longer of benefit to the Regina Housing Authority, the job sharing position will be terminated. At least one-month notice will be provided.
- 6. Should the Employer discontinue a job sharing arrangement or should the original full-time incumbent be terminated from employment for any reason, the position will automatically revert to full-time status. The original full-time incumbent will be returned to the position if such incumbent has not been terminated. The remaining job share partner will have the right to return to their original position or if no such position existed be placed on the reemployment list, providing probation has been passed, otherwise employee will be terminated.
- 7. Should the job sharer, not the original full-time incumbent be terminated from employment for any reason, the position will automatically revert to full-time status with the original full-time incumbent reverting back to full-time.
- 8. When an employee in a job share arrangement is expected to be absent from work for vacation, short term illness/injury, or approved leave of absence, the remaining job sharer is expected to cover the vacant shifts as required by the Employer.
- 9. Overtime As per the Collective Agreement.

# ARTICLE 12 PAY ADMINISTRATION

#### 12.1 Equal Pay for Equal Work

The Employer agrees to recognize the principle of equal pay for equal work regardless of the gender of the employee.

#### 12.2 Pay Calculation

For the purpose of pay calculation, approved vacation, sick leave or any other leave with pay shall be included as actual hours worked, subject to the following:

- a) All employees shall be paid the hours worked times the hourly rate as contained in Appendix "A."
- b) In no event shall the number of hours included as actual hours worked, taken on sick leave or taken as vacation, exceed a maximum of eight hours per day.
- c) In the event an employee has actually worked a part-day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of eight hours per day.
- d) The foregoing shall have no application if the employee was not scheduled to work on any such day.
- e) Leave without pay shall not be included as hours actually worked.
- f) Employees working less than full-time shall have their pay and benefits pro-rated.

#### 12.3 Rates of Pay

The rates of pay contained in Appendix "A," attached to and forming part of this Agreement, shall be the only rates paid to the employee occupying the positions to the classification.

#### 12.4 Pay Periods

All employees shall be paid monthly, with an advance on the 15<sup>th</sup> and the last day of the month. When these dates fall on Saturday, Sunday or Designated Holidays, salary will be paid on the business day preceding the scheduled payday. Employees shall receive a statement showing period worked, gross amount earned, all deductions there from and for what purpose, net amount payable, and deposited by direct deposit to a bank or credit union of the employee's choice. In the event the Employer is required to adopt a semi-monthly period system the Employer may do so. Each January 1<sup>st</sup>, Full time, Part-time, and casual employees who qualify for full time benefits, may request to have their mid-month advance set for the current year at an amount up to 40% of their Gross Monthly income (Regular Hours) in \$50.00 increments.

All other casual employees will continue to have the advanced based on earnings prior to payroll processing.

Notwithstanding all advances for all employees must be earned by working the appropriate hours, or the advance may be reduced or cancelled

#### 12.5 Increments

a) A permanent employee's anniversary date shall be the date on which the employee commenced work with the Employer. Employees shall receive annual increments effective each anniversary date, until the maximum is reached as defined by the pay scale in Schedule "A," subject to Art. 12.5(c), provided the employee worked full-time hours. In the event an employee takes an unpaid leave of absence of greater than 30 days, the employee's anniversary date shall be adjusted proportional to the amount of leave taken. This adjusted anniversary date shall be the employee's anniversary date for all other increments the employee may be entitled to.

Where an employee is hired prior to the 15<sup>th</sup> of the anniversary month, the increment will be paid on the 1<sup>st</sup> of that month. Where an employee is hired after the 15<sup>th</sup> of the month, the increase will be paid the 1<sup>st</sup> of the following month.

- b) Notwithstanding the above, the employer may withhold the increment on the basis of an unsatisfactory performance report. The Employer shall notify the employee in writing of such action prior to the increment date, giving reasons for withholding the increment. If the employee is not served with such notice prior to the increment date, he will be deemed to have earned the increment. An employee may grieve against the withholding of his increment.
- c) An employee returning to work after more than 30 consecutive days leave of absence without pay or lay-off, will be eligible to receive an increment after 12 months of actual service, less credit toward increment that was earned prior to lay-off or prior to and during leave of absence.
- d) The date upon which the employee becomes entitled to the increment will be the employee's anniversary date. Should the

leave be due to a work injury covered by the Workers' Compensation Board, or a maternity or paternity leave, there shall be no change in the anniversary date regardless of the length of the absence.

e) For the purposes of this Article, days paid for sick leave, designated holidays, annual vacation, Workers' Compensation leave, leave with pay and Union leave shall be regarded as time worked.

#### 12.6 In-Hiring Rates of Pay

The Employer may place a newly hired employee at any step of the salary grid of the employee's classification.

#### 12.7 Pay on Movement to a New Position

#### a) Assuming a Higher Paid Position

When an employee assumes a position with a higher rate of pay, the employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than 8% above current salary and not more than the maximum of the new range. If the addition of 8% produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.

When an employee assumes a position with a higher rate of pay on other than the first working day of the month, the increment date shall be adjusted to the first of the month where the employee commenced work in the new position between the 1<sup>st</sup> and the 15<sup>th</sup> of the month and to the first day of the following month where the employee commenced work in the new position between the 16<sup>th</sup> and the last day of the month. Whenever an employee's increment date or an adjustment in salary occurs on the same date as a promotion or reclassification, the employee shall receive the increment or adjustment before the promotional formula is applied.

#### b) Assuming a Lower Paid Position

In the event an employee assumes a position with a lower rate of pay, the employee will be placed at the step of the new salary range that is the closest to the employee's current rate of pay. The employee's anniversary date will not be adjusted.

#### c) Assuming a Position with the Same Rate of Pay

When an employee assumes a position with the same rate of pay, the employee's anniversary date will not be adjusted.

A permanent employee who fails the probationary period or opts to revert to the previously held position will be placed at the previous rate of pay, including any increments he would have earned had he not assumed the new position.

By mutual agreement, the employee may revert to a similar position.

## 12.8 Fireman's Certificate

Caretakers who require fireman's certificates will be reimbursed the cost of the license fee for the certificates.

## 12.9 Use of Employee Vehicle on Employer Business

- a) Where the employer requires an employee to use a private vehicle in the performance of their work, excluding employees referred to in Article 12.9 f) i), the employer agrees to pay mileage in accordance with the rates set by the Public Service Commission.
- b) For the term of the agreement the Employer agrees to pay a minimum driver's license fee of \$25.00 for all employees the employer deems as requiring a license as a condition of employment and who work at least 1000 hours per calendar year. Employees are responsible for advising the employer of any changes in the status of their driver's license immediately.
- c) In addition to (a) above, employees who at the request of the Employer haul appliances, lawn mowers, snow blowers, weed eaters, carpet shampooers, furniture, extension ladders and who haul refuse to the City land fill, will be paid an additional \$.10 per km, provided the employee submits satisfactory written documentation.
- d) Where an employee has driven in excess of 500 km, exclusive of on call mileage per month, the employee will receive an additional 10% premium on the existing mileage rate for each km over 500 driven in each month provided the employee submits satisfactory written documentation.
- e) The employees are covered by the terms and conditions of the Employer's liability insurance coverage.

- f) Tenant Relations employees will choose one of the two options each January for compensation on using their personal vehicle for business purposes:
  - The Employee will receive a flat vehicle allowance of \$75.00 per month. This amount will be included with the monthly pay cheque as a taxable benefit to the employee for this amount. In addition, the employee will receive a taxable annual allowance of \$200.00 for use of a private vehicle for that calendar year. If this option is selected, the employee will not be eligible for any other mileage reimbursements or allowances; or
  - ii) The Employee will receive a mileage reimbursement as outlined in Article 12.9 a). If this option is selected the employee will be required to submit forms for payment.

## ARTICLE 13 TEMPORARY PERFORMANCE OF HIGHER DUTIES

- **13.1** At the discretion of the Employer an employee may be temporarily assigned to a higher paid position. The Employer will give consideration to seniority when making appointments.
- **13.2** In the event the employee is assigned to a higher paid position for three days or more, the employee will be paid an 8% increase, based on the employee's current rate of pay or at the bottom rate of the higher classification whichever is greater, from the first hour of the assignment. No payment will be made for periods of less than three days.
- **13.3** Normally TPHD is to be assigned when supervisor is absent for three consecutive days and payment will be effective to the first day of the absence. Where TPHD is not assigned, then supervision must be provided by managers listed in Article 2.
- **13.4** TPHD assignments normally will not exceed six months; however, upon mutual agreement a TPHD assignment may be extended. In accordance with Art. 15.5, no TPHD assignment will exceed two years and six months.
- **13.5** Notwithstanding Art. 13.4, temporary vacancies of six months or more will be posted in accordance with Art. 8.3. Any subsequent vacancies resulting from the posting of a temporary position shall be filled by appointment.

# ARTICLE 14 VACATION LEAVE AND DESIGNATED HOLIDAYS

# 14.1 Designated Holidays

Designated holidays shall mean:

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

plus one additional day per year, to each employee to be taken on a mutually agreed upon day, and any other day legislated by the Federal or Provincial governments as a public holiday.

## 14.2 Designated Holiday Falling on a Day of Rest

- a) When a designated holiday falls on a day of rest, the Employer will designate the holiday to be taken on either the working day before the day of rest, or the first working day following the day of rest, unless otherwise mutually agreed.
- b) An employee who is assigned to work on a designated holiday will be paid in accordance with the provisions of *The Labour Standards Act*.

#### 14.3 Vacation Leave

All full-time and part-time employees shall be entitled to and are required to take vacation leave with pay subject to the approval of the Employer and subject to the following provisions. NOTE: Employees from other Saskatchewan Housing Authorities whose employment with Regina Housing Authority is continuous shall apply their previous Authority service to vacation entitlement:

- a) The vacation year is based on the calendar year. Each January 1<sup>st</sup> the employees' earned vacation credits will be credited to the employees to be used by December 31<sup>st</sup>.
- b) Vacation entitlement shall be as follows:
  - i) Employees will earn credits in the first year of employment at a rate of one and one-quarter days per month.

- ii) Employees shall be entitled to take 15 days' vacation leave with pay in the year after the vacation year that the employee completes one full calendar year of service with the Employer. Such leave will be earned at a rate of one and one-quarter days for each completed calendar month of service.
- iii) Employees shall be entitled to take 20 days' vacation leave with pay in the year after the vacation year that the employee completes eight full calendar years of service with the Employer. Such leave will be earned at a rate of one and two-thirds days for each completed calendar month of service.
- iv) Employees shall be entitled to take 25 days' vacation leave with pay in the year after the vacation year that the employee completes 15 complete calendar years of service with the employer. Such leave will be earned at a rate of two and one-twelfth days for each completed calendar month of service.
- v) Employees shall be entitled to take 30 days' vacation leave with pay in the year after the vacation year that the employee completes 22 complete calendar years of service with the Employer. Such leave will be earned at a rate of two and one-half days for each completed calendar month of service.
- c) Where an employee resigns, retires or is terminated and said employee has taken vacation leave not yet earned, the employer is entitled to deduct the amount of money owed from the employee's final pay cheque.

# 14.4 Vacation Authorization

- a) Subject to the following scheduling procedure, a rotation process to ensure equality regardless of seniority will be used to grant vacation leave. The rotation system will start in the order of seniority and will stay in place for an entire vacation year. At the end of the vacation year the most senior employee's name will drop to the bottom of the list.
- b) In April and September of each vacation year, employees will be asked to submit their requests to take annual vacation to their supervisor. Requests must be submitted no later than May 1<sup>st</sup> and October 1<sup>st</sup> of each year, otherwise the employee will not be able to use his position on the rotation list and will be granted annual vacation leave after employees who submitted a request in the approved time frame have been granted vacation. Vacation requests will be responded to within 2 weeks of deadlines.

- c) Subject to operational demands, the Employer will attempt to grant vacation as requested. Where conflicts occur, the employee whose name is higher on the rotational list will have first choice and the employees' whose names are lower on the list will be expected to adjust their vacation request.
- No employee will be required to work during scheduled vacation. However, should an employee agree to work, the vacation period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date.
- e) An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon by the employee and the Employer.

#### 14.5 Vacation Carry Over

Employees are expected to take their entire vacation entitlement within the vacation year. However, employees shall be entitled to carry over five (5) vacation days to be used in the next vacation year. In extenuating circumstances the employee may request to carry over an additional five (5) vacation days to be used in the next vacation year. In the event the Employer was not able to grant an employee their entire vacation entitlement by December 31<sup>st</sup>, the employee may request to carry over the entire amount of vacation entitlement.

#### 14.6 Designated Holiday During Vacation Leave

When any holidays designated in Art. 14.1 falls within an employee's annual vacation, that day shall not be counted as a vacation day.

#### 14.7 Hospitalization during Vacation

In the event an employee is hospitalized or entitled to bereavement leave during vacation leave, the Employer will charge the amount of time the employee was hospitalized and the period of recovery to the employee's sick leave credits and will reinstate the employee's vacation leave credits accordingly. The period of vacation shall, by mutual agreement between the employee and the Employer, be either added to the vacation period or reinstated for use at a later date. Satisfactory substantiation of hospitalization and the period of recovery must be provided to the Employer in order for the vacation period to be adjusted.

#### 14.8 Vacation Pay on Separation

An employee who leaves the service of the Employer shall be paid for earned vacation leave which has not been used. In the event of the death of an employee, any amount due under this Article shall be paid to the employee's estate.

# 14.9 Cancelling of Approved Vacation Leave

Any expenses or losses experienced by an employee arising from the Employer cancelling or interrupting vacation periods shall be paid by the Employer.

#### 14.10 Vacation Leave Records

The Employer will post vacation leave records in April and October of each vacation year. Employees are expected to verify the records and to ensure their vacation entitlement is used prior to December 31<sup>st</sup> or the Employer may schedule the employee off.

## 14.11 Temporary, Seasonal and Casual Employees' Vacation Pay

- a) Temporary assignments of less than 6 months, Seasonal and Casual employees who do not qualify for full-time benefits will receive vacation pay on each pay cheque in accordance with the amount of the vacation entitlement outlined in Article 14.3 and based on the employees' total wages.
- b) Employees on a temporary assignment greater than 6 months and Casual employees who qualify for full-time benefits will receive the option to have their vacation entitlement outlined in Article 14.3 put into the vacation accrual each January. Casual employees who qualify for full-time benefits may elect to have their vacation paid out on each pay cheque in accordance with the amount of the vacation entitlement outlined in Article 14.3.

# 14.12 Vacation Pay on Supplementary Earnings

An employee shall receive, together with the payment for overtime earnings, vacation pay at the rate specified in Art. 14.3.

# ARTICLE 15 SICK LEAVE

#### 15.1 Definition of Sick Leave

- a) Employees may request and may be granted sick leave only for periods of time when the employee is sick, **ill** or disabled as to render the employee incapable of performing any of the functions of the job.
- b) An employee shall not be entitled to use sick leave credits because of an illness or disability paid by *The Workers' Compensation Act* or for which Income Replacement Benefits are paid under *The Automobile Accident Insurance Act* or when the employee is receiving benefits from any other agency.

# 15.2 Accumulation of Sick Leave

- a) Employees shall earn sick leave credits based on hours eligible for entitlement to a maximum of 12 days per year, one day per month, to a maximum of 85 working days as follows:
  - i) Permanent employees shall earn sick leave credits from the date of employment.
  - ii) Temporary positions of less than 6 months will not earn sick leave credits until successfully completing their probationary period. Once the probationary period has been served, said employees will be credited with sick leave credits from the date of employment prorated on hours worked.
  - iii) Temporary positions of greater than 6 months and Casual employees will earn sick leave credits from the date of hire pro-rated based on hours worked.
- b) Notwithstanding Art. 15.2(a), such employees will be allowed to maintain the accumulated sick leave credits in excess of 85 days, but they shall be capped at that higher level; should such an employee use more than 12 days in any year, that cap will be reduced accordingly.

# 15.3 Notification of Illness

- a) Any employee who will be absent due to illness or disability shall notify their immediate supervisor or his designate, by speaking to him directly as soon as possible, however no later than her normal start time. In those instances where the immediate supervisor is not available, the employee will contact the out-ofscope manager by speaking to him directly
- b) The employee will advise the Human Resource Officer of the nature of the leave requested the anticipated length of absence and any accommodation the employee may require to reduce the period of absence. In the case of prolonged absence due to illness or Workers' Compensation, the employee is expected to keep the Employer regularly apprised of the anticipated date of return and any accommodation that might be necessary in order for the employee to return to work.
- c) Where a temporary employee is filling the position of the employee absent due to illness, the employee must give at least 21 days' notice of return to work.
- d) The employee will then be granted sick leave providing the employee possesses sufficient sick leave credits. Employees who do not have sick leave credits will be considered on unpaid

leave of absence or can make up the unpaid sick time at straight time either on a weekend if mutually agreed upon or on a scheduled day off if it falls within the same averaging period. Prior approval from the management is required for employee to make up unpaid sick time.

#### 15.4 Medical Certificate

The Employer reserves the right to request that an employee provide a medical assessment to be completed on a form prescribed by the Employer or may direct the employee to provide a detailed medical note from a physician **or a licensed nurse practitioner** substantiating the employees medical leave request. In the event the employee is charged for producing the certificate, the Employer will reimburse the employee providing the Employer requested the assessment and it is on an Employer-prescribed form.

Employees who do not produce a form upon request will be considered to be on unpaid leave of absence.

# 15.5 Unpaid Leave for Prolonged Illness

The Employer and the Union agree to work together to minimize the cost of sick leave as much as possible. Where an employee's return to work can be facilitated by altering the work environment, the Employer, the employee and the Union shall meet to discuss:

- a) Possible modification of the workplace to reduce or eliminate the length of the employee's absence. Should the modification be possible the employee shall be expected to return to work; or
- b) Where an employee is no longer able to perform the functions of her job, by reason of illness or disability, the Union and Employer may agree to waive certain provisions of this Agreement to transfer the employee into a more suitable position. If this is not possible, the employee will be removed from the position held and placed on a disability list.
- c) Employees who have been absent from work due to illness or injury for a period of two years will have the circumstances of their absence reviewed at the end of the two year period. Such review shall include both a medical review and a review by the Employer and the Union.
- d) If at the time of the review it is determined the employee will be fit to return to work within the next six months, the employee will be granted a leave of absence for the duration, not to exceed six months. The employee will be returned to a similar position at the same salary step. If the employee is not capable of returning after the six month period, the employee's position will be posted

and filled permanently and the employee's name will be placed on the disability list.

- e) If at the time of the review it is determined the employee will not be able to return to work in the next six months, the employee's position will be posted permanently and the employee's name will be placed on the disability list.
- f) Employees who are incapable of performing a job within the Regina Housing Authority and whose names are placed on the disability list will maintain their seniority for a period of three years and may apply for positions should the employee become fit to return to work.

#### 15.6 Sick Leave Records

The Employer will provide employees with an annual account of their sick leave credits.

#### ARTICLE 16 LEAVES OF ABSENCE

#### 16.1 Benefits Earned While on Leave

- a) One month or less: vacation leave, sick leave, seniority and increments
- b) More than one month, but not more than three consecutive months: seniority, except for maternity, paternity, adoption and Workers' Compensation leaves of absence
- c) More than three consecutive months: no benefits earned
- d) Employees on the disability list or the re-employment list shall not earn benefits.

On returning to work the employee shall be reinstated to a similar position at the same step in the salary range.

#### 16.2 Employer to Provide Information

Subject to written authorization from the employee, the Employer shall make available, where reasonable, information it may have which would facilitate the application of an employee who is ill, injured, or disabled for any benefit or payment to which the employee is lawfully entitled.

# ARTICLE 17 PAID LEAVE OF ABSENCE

#### 17.1 Bereavement Leave

Subject to the following, an employee requesting bereavement leave must first contact the Human Resource Officer or designate.

 After successful completion of the employee's probationary period, the employee may request up to three days paid leave to be charged to the employee's sick leave credits, to attend the funeral of a member of the employee's immediate family. Upon request an employee may receive up to an additional two (2) days charged to accumulated sick leave, for extenuating circumstances.

Immediate family is defined as spouse (including common law and same sex), children (including step-children), parents (including in-laws and step), sisters or brothers (including in-laws and step), grandparents (including in-law and step), grandchildren (step) or legal guardian.

- b) Employees requiring more time off work may request annual vacation leave or in the case of death of a spouse or child an additional five days off to be charged to the employee's sick leave credits.
- c) The Employer may, in its absolute discretion, grant bereavement leave of up to one day, to be charged to the employee's sick leave credits, to an employee for the following:
  - i) the death of someone with whom the employee maintained a close relationship, or
  - ii) within a period of 13 months from the date of death for the purpose of attending a religious or traditional event related to the death of an immediate family member as defined above.
- d) Extended Leave

An employee may apply for unpaid leave of absence where the death or serious illness of an immediate family member occurs outside the province. Such a request will be granted based on operational requirements.

#### 17.2 Pressing Necessity

In the event an employee cannot attend work due to an emergent unforeseen occurrence, the employee is expected to inform the supervisor as to the nature of the emergency and the anticipated length of absence. The employee may request to use vacation leave or, if mutually agreed between the supervisor and the employee, to make up the time.

## 17.3 Family Leave

- a) Over and above the entitlement in Art. 16.2, an employee shall be entitled to access his accumulated sick leave credits to be absent from work in the event of:
  - the unexpected or sudden illness or injury of the employee's spouse or child (including step and children of whom you are the legal guardian of and you do not receive any payment to care for) and dependent parent (who resides with you and whom you do not receive any payment to care for) which prevents the employee from reporting for duty,
  - surgery on the employee's spouse or child (including step and children whom you are the legal guardian of and you do not receive any payment to care for) and dependent parent ( who resides with you and whom you do not receive any payment to care for) which prevents the employee from reporting for duty.
  - iii) an emergency situation or family obligation which prevents the employee from reporting for duty.
- b) Accumulated sick leave credits may be accessed by an employee for family leave as defined above to a maximum of five days per year, and may be taken in half or full days. Time required in excess of one day at a time may be authorized by the Employer.
- c) An employee absent from work due to family leave must notify the Employer as soon as reasonably possible of his absence and the reasons for the absence. An employee who has taken family leave may be required to provide satisfactory evidence of the reasons for his absence.

Employees may request and the Employer may grant based on operational requirements a flexible hour arrangement on a temporary basis to accommodate an employee requiring medical attention or to attend to a family matter. The employee must advise the Human Resource Officer or designate of the nature of the request.

# 17.4 Leave for Union Office

An employee who is elected or selected for a full-time position with the Union, the Saskatchewan Federation of Labour or the 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 the term of office. The employee shall continue to receive her salary and benefits from the Employer, conditional upon reimbursement of such salary and costs by the Union to the Employer.

# 17.5 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, to the length of the trial or the court deems necessary, less any payment received from the courts.

# 17.6 Voting Time

The Employer will provide sufficient time off for voting in compliance with statutory regulations.

#### 17.7 Leave for Shelter or Rehabilitation

When an employee is required to seek shelter from an abusive spouse, or enters a rehabilitation program for drug or alcohol abuse, or battering, the employee may request to draw on unexpended sick leave credits as per Article 15, or vacation leave as per Article 14, or shall be granted a leave of absence without pay.

# ARTICLE 18 UNPAID LEAVES

# 18.1 Unpaid Leave

- a) Unpaid leave is leave of a specified duration of up to one year.
- b) Providing satisfactory arrangements can be made for the performance of an employee's work, definite leave of absence without pay may be granted for valid reasons to any employee by the Employer. The employee's request and the Employer's response shall be in writing. Requests for such leave shall be made three months in advance of the commencement date, except in unavoidable circumstances. An employee who provides at least thirty (30) days' notice shall be entitled to return early from leave of absence to his or her classification.

#### 18.2 Maternity Leave

a) An employee who has completed 20 weeks of service, who makes application for leave at least one month in advance of the requested commencement date and who provides the Employer with a medical certificate certifying that she is pregnant and specifying the estimated date of birth shall be granted maternity leave, not to exceed 12 months (inclusive of parental leave), covering pre-birth, birth, and post-birth.

- b) The Employer shall not dismiss, lay-off, suspend or otherwise discriminate against an employee solely because she is pregnant, is temporarily disabled due to pregnancy, or has applied for leave in accordance with this Article.
- c) Where an employee is temporarily disabled due to pregnancy and is subsequently fit to return to work prior to the estimated date of birth, upon five working days' notice, she shall be allowed to return to her former position from the date specified by her physician.
- d) An employee on maternity leave will accumulate seniority, sick leave credits, vacation credits, and be credited with the time toward an increment.
- e) An employee may access her sick leave credits for the period ascertained by her physician to be the health-related portion relating to pregnancy. During her leave the employee can elect to halt her enrollment in the benefit plans for the period of her leave or continue to pay into benefit plans. The Employer will pay its usual share of the benefit premiums in the event the employee elects to remain in the plans.
- f) In the event the employee is not medically fit to return to work upon the expiration of her leave, she may apply to access her sick leave credits in accordance with Article 15, Sick Leave.
- g) Reinstatement:
  - i) The Employer shall, at the expiration of maternity leave, reinstate the employee in the position occupied by the employee at the time the leave commenced, or in a comparable position, with no loss of accrued seniority or benefits or reduction in wages.
  - ii) For the purpose of seniority and rights of re-employment, being on maternity leave does not constitute a break in service, and seniority and rights of re-employment continue to accrue while an employee is taking maternity leave, however, should a lay-off occur while an employee is on maternity leave, the employee will be asked and will submit her displacement request to the Employer. The employee will assume her new position upon her return to work.
- h) Prior to returning to work the employee must give at least 21 days' notice of her intention to return to employment.
- i) The employer will top up the salary of employees who give birth to a child. The employer will top up EI payments to a maximum of 90% (net) of the employee's salary for a period of 17 weeks

provided the employee receives EI benefits for this period. Employees who do not return to work for a period equal to the number of weeks paid will be required to reimburse the employer the amount of top up received.

#### 18.3 Parental Leave

An employee who has completed 20 weeks of service with the Employer may request, at least three months in advance of the leave, unpaid parental leave. The timing of the leave shall be based on operational requirements and may not exceed 12 weeks, or in extenuating circumstances, 15 weeks within the first year of birth of the child. Prior to returning to work the employee must give at least 21 days' notice of her intention to return to employment.

The employee will accrue seniority, sick leave credits, vacation credits and time toward increments.

#### 18.4 Adoption/Paternity Leave

An employee who has completed 20 weeks of service with the employer may request unpaid adoption leave, provided the employee has given the employer notice of the employee's intent to adopt a child and an anticipated date of leave if known. The timing of the leave will be based on operational requirements and may not exceed 12 months, inclusive of parental leave from the date of adoption or in the case of paternity leave the date of birth of the child. Prior to returning to work the employee must give at least 21 days' notice of her intention to return to employment.

The employee will accrue seniority, sick leave credits, vacation credits and time toward increments.

#### 18.5 Education Leave

Subject to the demands of the workplace, leave of absence without pay may be granted by the Employer, to a permanent employee for education leave for a period of four months. Requests for periods beyond four months shall be at the discretion of the Employer.

Requests must be submitted to the Employer in writing and must give 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 constraints, and length of course.

Leave taken under this Article is subject to Art. 16.1 (Benefits Earned While on Leave). The Employer will make every effort to accommodate the employee, including granting the use of vacation leave or time off in lieu of time worked.

# 18.6 Compassionate Care Family Leave (EI)

- a) An employee who has completed twenty (20) weeks of service, who makes application for leave at least one month in advance of the requested commencement date and who provides the employer with a medical certificate that indicates that a family member is gravely ill and at significant risk of death within 26 weeks shall be granted a leave without pay of up to twelve (12) weeks. The certificate must also specify that the employee is needed to provide psychological comfort or emotional support, arrange for care by a third party provider and/or directly participate in the care.
- b) Upon return to work the employee will be reinstated in her prior or comparable position with no loss of accrued seniority or benefits or reduction in wages.
- c) If the employee chooses to make contributions for the period of leave to the pension or benefits plan, the employer will pay the employer contributions for the same period.
- d) The employee may request an extension, in writing, to the leave. Approval of an extension shall not unreasonably be denied. The total leave available under this article shall not exceed one year.

#### ARTICLE 19 OCCUPATIONAL HEALTH AND SAFETY

The Employer and the Union have a shared interest in the health and safety of employees. The Employer and the employees will operate in accordance with *The Occupational Health and Safety Act and Regulations*.

A joint Employer/employee Occupational Health and Safety Committee shall be established in accordance with *The Act*. For the purposes of this agreement, the Worker Representative as indicated in the *Act*, will be hereby defined as an in-scope employee. The Committee shall consist of four members: two appointed by the Employer, and two appointed by the Union.

#### ARTICLE 20 WORKERS' COMPENSATION

- **20.1** When an employee is injured in the performance of work-related duties, or incurs an industrial illness and the injury or illness is compensable under the provisions of The Workers' Compensation Act, the employee will receive payment directly from the Workers' Compensation Board for the entire period of absence.
- **20.2** The employee will keep the Employer informed of the anticipated duration of illness and will agree to comply with any accommodation or

graduated return to work program the Employer and the Workers' Compensation Board may develop.

- **20.3** The provisions of Art. 15.5 will apply to employees who are absent on Workers' Compensation for an extended period of time.
- **20.4** From and including the date of injury, until not more than two years, the employee will accrue seniority, however the employee will not earn vacation or sick leave credits.
- 20.5 An employee receiving Workers' Compensation benefits will be expected to use any accumulated vacation credits by December 31st of the year the injury occurred, unless the employee and the Employer mutually agree otherwise.
- **20.6** Employees who are off work and receiving Workers' Compensation benefits may continue to be enrolled in the benefit plans for a maximum of one year from the date of injury, provided the employee pays the employee portion of the premiums.

#### ARTICLE 21 CLASSIFICATION PLAN

#### 21.1 Employer to Establish a Classification Plan

- a) All new or revised classifications shall be established in accordance with this Article.
- b) The Employer shall establish and maintain a classification specification plan in which positions of similar kind and responsibility are included in the same classification. Each classification specification will specify the qualifications, training, competencies, knowledge, skills, abilities and experience required for each job.

All jobs shall be allocated to one of the classifications set forth in Appendix "A."

#### 21.2 Manual of Class Specification

A current manual of classification specifications shall be available at the request of an employee during regular office hours. Effective 60 days after the date of signing this Agreement, the Employer shall provide a current copy of all classification specifications to the Union.

#### 21.3 New Classes of Positions

The Employer shall give written notice to the Union of the intent to implement a new classification, including the Employer's determination as to the exclusion or inclusion in the bargaining unit, along with the rate of pay of the new classification. If the Union does not indicate in writing an objection to the rate of pay within 30 calendar days, the Employer will implement the new classification and rate of pay without further challenge from the Union. In the event of a disagreement over the exclusion of a new class of positions from the bargaining unit, the Employer may fill the position as an out-of-scope position and the parties may refer the dispute to the Labour Relations Board.

## 21.4 Resolution of Disputes

- a) If agreement is not reached on the rate of pay, the Employer may assign a rate of pay, and proceed to fill the position in accordance with Article 12, and the dispute shall be resolved through an adjudication process.
- b) The rate or range of pay when finally decided will be retroactive to the date the employee commenced work in the new classification.

For the term of this Agreement, Phil Johnson will be appointed to hear disputes and finally decide the rate of pay of the new position. The parties will split the cost of the adjudication process equally; assuming neither party will employ the services of legal counsel. A party employing legal counsel will pay the entire cost of that service.

# 21.5 Changes to Existing Classifications/Positions

- a) Where the Employer makes a substantive change to the nature of the job duties or where the Employer requires a reclassification, or where the employee considers his job duties to have changed substantively so as to warrant placing the employee in a new classification, the employee may request a review of his classification and adjustment to his rate of pay.
- b) The employee must submit the request in writing to his supervisor outlining the nature in the substantive change in duties.
- c) The General Manager will consider the request and will render a decision to the employee within 60 calendar days.
- d) The employee may file an appeal with the Employer no later than 30 calendar days from receipt of the Employer's decision.
- e) The Union and the Employer will meet to negotiate the matter to determine whether the duties have been substantively changed. Should a satisfactory resolution not be possible, the parties will refer the matter to the adjudication process in accordance with Art. 20.4.

When a position is reclassified in (c), (d), or (e) above, the Employer will post the position in accordance with Art. 8.3.

## 21.6 Downward Classification

In the event the Union and the Employer negotiate a classification downward, or where an adjudicator decides a classification warrants a reduction in pay, the incumbent will have his rate of pay red-circled and will not be given wage increases until the rate of pay for the classification is equal to the red-circled salary. All newly hired or appointed employees will be paid in accordance with the new wage schedule.

# ARTICLE 22 TECHNOLOGICAL CHANGE

Will be in accordance with the provisions of The Trade Union Act.

## ARTICLE 23 TERMS OF AGREEMENT

#### 23.1 Duration

This Agreement will become effective on January 1, 2014, and shall continue in effect until December 31, 2017 **and** automatically from year to year thereafter, unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof. Such notice shall be given not less than 30 days and not more than 60 days prior to the expiry date of this Agreement.

#### 23.2 Agreement to Continue in Force

Where written notice has been given pursuant to Art. 23.1, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

#### 23.3 Changes in Agreement

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

#### 23.4 Changes to Agreement

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

#### 23.5 Production of Agreement

The Union will assume responsibility for production of this Agreement and agrees to provide the Employer with **15** copies.

#### **APPENDIX "A"**

#### January 1, 2014 - Based on an Unpaid SDO/DDO

	STEPS (Hourly Rate)						
	1	2	3	4	5	6	
MAINTENANCE (based on 37.33 average hours worked	per week	)					
CARETAKER ASSISTANT	\$14.52	\$14.83	\$15.20				
CARETAKER	\$18.12	\$18.75	\$19.41	\$20.08			
MAINTENANCE SUPERVISOR	\$21.66	\$22.41	\$22.93	\$23.46			
SEASONAL/CLEANER	\$12.59	\$13.24	\$13.92				
TENANT RELATIONS (based on 33.83 average hours w	vorked per	week)					
TENANT COUNSELLOR	\$14.68	\$15.18	\$15.70	\$16.23	\$16.75	\$17.29	
PROGRAM COORDINATOR	\$19.33	\$20.25	\$21.22	\$22.22	\$23.28	\$24.39	
TENANT RELATIONS OFFICER	\$25.74	\$26.61	\$27.50	\$28.48	\$29.49	\$30.55	
SUMMER RECREATION PROGRAM SUPERVISOR	\$14.37						
SUMMER RECREATION ASSISTANT	\$12.59						
ADMINISTRATION (based on 33.83 average bours worked per week)							

ADMINISTRATION (based on 33.83 average hours worked per week)

ACCOUNTING CLERK	\$21.56	\$22.24	\$22.97	\$23.67
CUSTOMER SUPPORT ASSISTANT	\$18.12	\$18.75	\$19.41	\$20.08

NOTE: Retroactivity for the 2014 wage increases will be provided to the employees who are on staff as of the date of signing the Collective Agreement

#### **Benefit Enhancement**

Effective: December 31, 2014 (paid on signing of CBA), 2015, 2016 and 2017.

- Employees receiving full-time benefits \$350.00
- Employees receiving part-time benefits \$175.00

NOTE: The 2014 and 2015, 2016 and 2017 enhancements will be included with the December mid-month advance.

Wages increased 2.0% on Jan 1st 2014, 1.50% on Jan 1<sup>st</sup> 2015, \$0.29 across the board on Jan 1<sup>st</sup> 2016 and \$0.31 across the board on Jan 1<sup>st</sup> 2017.

# APPENDIX "B"

# January 1, 2015 - Based on an Unpaid SDO/DDO

	STEPS (Hourly Rate)						
MAINTENANCE (based on 37.33 average hours worked	1 norwook	2	3	4	5	6	
MAINTENANCE (based off 57.55 average flours worked	per week	)					
CARETAKER ASSISTANT	\$14.73	\$15.05	\$15.43				
CARETAKER	\$18.39	\$19.03	\$19.70	\$20.38			
MAINTENANCE SUPERVISOR	\$21.98	\$22.74	\$23.27	\$23.81			
SEASONAL/CLEANER	\$12.78	\$13.44	\$14.13				
TENANT RELATIONS (based on 33.83 average hours worked per week)							
TENANT COUNSELLOR	\$14.90	\$15.40	\$15.93	\$16.47	\$17.00	\$17.55	
PROGRAM COORDINATOR	\$19.62	\$20.56	\$21.53	\$22.56	\$23.63	\$24.75	
TENANT RELATIONS OFFICER	\$26.13	\$27.01	\$27.92	\$28.91	\$29.93	\$31.00	
SUMMER RECREATION PROGRAM SUPERVISOR	\$14.59						
SUMMER RECREATION ASSISTANT	\$12.78						
ADMINISTRATION (based on 33.83 average hours worked per week)							
	-						
ACCOUNTING CLERK	\$21.89	\$22.58	\$23.31	\$24.03			

CUSTOMER SUPPORT ASSISTANT	\$18.39	\$19.03	\$19.70	\$20.38

# APPENDIX "C"

# January 1, 2016 - Based on an Unpaid SDO/DDO

	STEPS (Hourly Rate)						
MAINTENANCE (based on 37.33 average hours worked	1 I per week	2 )	3	4	5	6	
CARETAKER ASSISTANT	\$15.02	\$15.34	\$15.72				
CARETAKER	\$18.68	\$19.32	\$19.99	\$20.67			
MAINTENANCE SUPERVISOR	\$22.27	\$23.03	\$23.56	\$24.10			
SEASONAL/CLEANER	\$13.07	\$13.73	\$14.42				
TENANT RELATIONS (based on 33.83 average hours worked per week)							
TENANT COUNSELLOR	\$15.19	\$15.69	\$16.22	\$16.76	\$17.29	\$17.84	
PROGRAM COORDINATOR	\$19.91	\$20.85	\$21.82	\$22.85	\$23.92	\$25.04	
TENANT RELATIONS OFFICER	\$26.42	\$27.30	\$28.21	\$29.20	\$30.22	\$31.29	
SUMMER RECREATION PROGRAM SUPERVISOR	\$14.88						
SUMMER RECREATION ASSISTANT	\$13.07						
ADMINISTRATION (based on 33.83 average hours worked per week)							
ACCOUNTING CLERK	\$22.18	\$22.87	\$23.60	\$24.32			

	+	+	+	+
CUSTOMER SUPPORT ASSISTANT	\$18.68	\$19.32	\$19.99	\$20.67

# APPENDIX "D"

# January 1, 2017 - Based on an Unpaid SDO/DDO

	STEPS (Hourly Rate)						
MAINTENANCE (based on 37.33 average hours worked	1 I per week	2 )	3	4	5	6	
CARETAKER ASSISTANT	\$15.33	\$15.65	\$16.03				
CARETAKER	\$18.99	\$19.63	\$20.30	\$20.98			
MAINTENANCE SUPERVISOR	\$22.58	\$23.34	\$23.87	\$24.41			
SEASONAL/CLEANER	\$13.38	\$14.04	\$14.73				
TENANT RELATIONS (based on 33.83 average hours worked per week)							
TENANT COUNSELLOR	\$15.50	\$16.00	\$16.53	\$17.07	\$17.60	\$18.15	
PROGRAM COORDINATOR	\$20.22	\$21.16	\$22.13	\$23.16	\$24.23	\$25.35	
TENANT RELATIONS OFFICER	\$26.73	\$27.61	\$28.52	\$29.51	\$30.53	\$31.60	
SUMMER RECREATION PROGRAM SUPERVISOR	\$15.19						
SUMMER RECREATION ASSISTANT	\$13.38						
ADMINISTRATION (based on 33.83 average hours worked per week)							
ACCOUNTING CLERK	\$22.49	\$23.18	\$23.91	\$24.63			

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CUSTOMER SUPPORT ASSISTANT	\$18.99	\$19.63	\$20.30	\$20.98

#### LETTER OF UNDERSTANDING #1 - Re: Employee Benefit Plans

For the term of the Agreement, the Employer will provide permanent employees covered by the Agreement with benefit plans, subject to the following:

- <u>Pension Plan</u> to be administered by Capital Pension Plan. Increase by 0.25% to be matched by the employer for a rate of 6.85 % for 2014, 7.10% for 2015, 7.35% for 2016 and 7.60% for 2017. Effective date of signing the collective bargaining agreement.
- 2. <u>Basic Group Life</u> Employer will pay the premium for the first \$25,000 with the balance to be paid by the employee. The employee will pay Optional Group Life.
- 3. <u>Dental Insurance</u> The Employer will pay monthly rates to a maximum of \$42.05 (family), \$15.87 (single). The employees will pay additional costs.
- 4. <u>Basic Accidental Death and Dismemberment</u> The Employer will pay 100% of the premium per \$10,000 to a maximum of \$50,000 for permanent full-time employees and \$25,000 for permanent part-time employees.
- 5. <u>Optional AD&D</u> To be paid by the employee.
- 6. <u>Vision</u> The Employer will pay premiums to a maximum of \$19.69 (family), \$7.00 (single). The employees will pay any additional premiums.
- 7. <u>Extended Health Benefits</u> The Employer will pay premiums to a maximum of \$38.72 (family), \$12.49 (single). The employee will pay any additional premiums.
- 8. <u>Short Term Disability</u> Self-insured by the Employer
- 9. <u>Long Term Disability</u> The Employer will pay 50% of the premium based on the employee's annual salary. The employee will pay any additional premiums.
- 10. <u>Employee and Family Assistance Program</u> The Employer will coordinate assistance to employees who request such support. The Employer reserves the right to apply a maximum of \$500.00 per person per year.

Eligibility for enrollment in the benefits plans and the termination of benefits shall be in accordance with the rules of each plan.

Employees on Unpaid Leave of Absence, and employees on Workers' Compensation leave (as per Art. 20.6), may continue to be enrolled in the benefit plans by paying the premiums throughout the leave of absence for up to one (1) year, or the employee may elect to withdraw from the plans for the duration of the leave of absence.

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

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Dated

Signed on behalf of: Regina Housing Authority

Dated

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#### LETTER OF UNDERSTANDING #2 - Re: Seasonal/Cleaner (Term) Employees

At the conclusion of a term appointment, an employee will lose seniority and will be terminated from employment with the employer without access to the displacement or re-employment provisions of the Agreement. In the event the employee is re-hired for another term, the employee may recover the seniority and sick leave accrued since he last commenced employment with the Employer.

Seasonal/Cleaner (term) employees shall:

- a) Advise the Employer of their desire to be re-employed with the Employer. The Employer will give consideration to these employees prior to hiring new employees. Seasonal/Cleaner (term) employees who have successfully completed a probationary period will be given first consideration for all seasonal/cleaner (term) jobs for which they possess the skill, ability, qualifications and experience.
- b) Serve a probationary period of 120 days worked. Employees who do not successfully complete the probationary period will be terminated.
- c) Accrue seniority in accordance with Art. 7.1. Seasonal/Cleaner (term) employees shall earn sick leave credits in accordance with Art. 15.2.
- d) Be assigned hours of work based on operational requirements.
- e) Receive an increment in accordance with Article 12.5 and Schedule "A". The employee may carry days worked from one term to another in order to earn an increment.

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

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#### LETTER OF UNDERSTANDING #3 - Private Vehicle Allowance

Effective January 1, 2014

Employees designated under article 12.9 (a) who work at least 1000 hours in a calendar year and drive their own vehicle at least 500 kilometers in that calendar year will receive **\$200.00** vehicle allowance for that calendar year.

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

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20/2014 Dated

#### LETTER OF UNDERSTANDING #4 - Referral to OH&S Committee

The parties agree to refer the issues of WHIMIS, fire suppression and CPR, training, footwear and cell phones to the OH&S committee.

The parties further agree to the presence of the Local Union Chairperson as a resource when the committee considers these issues.

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

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#### LETTER OF UNDERSTANDING #5 - Labour/Management Committee

- a) The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions for the purpose of reaching agreement on matters of common interest.
- b) The purpose of the Labour/Management Committee meetings shall be for the exchange of information, the seeking and considering of the advice and views of each party with appropriate opportunity provided for discussion and comment in a genuine manner, and recommendations made wherever possible. This does not imply unanimous or majority agreement, nor does it interfere with the Employer's or the Union's rights arising out of the Collective Agreement.
- c) A Labour Management Relations Committee shall be appointed consisting of two representatives of union and management (unless otherwise agreed to by the parties). The Union and Management will provide each other with Committee member names at least on an annual basis or when changes to the membership of the Committee occur.
- d) The committee will have union and management co-chairs.
- e) Upon request of either chair, the committee will meet within 14 calendar days. An agenda will be established five (5) days prior to the meeting. Where there is an issue of an emergent nature either chair may request a meeting to be held within three (3) working days.
- f) Non-committee members may attend meetings by mutual agreement of the cochairs. The committee may appoint working committees to review specific issues and provide information/recommendations.
- g) Employees who are members of the Labour/ Management Committee, when attending meetings with management during normal office hours, shall be deemed to be carrying out their normal work under this Agreement and shall receive their usual remuneration from the Employer while in attendance.

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

Signed on behalf of: Regina Housing Authority

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#### LETTER OF UNDERSTANDING #6 - Employer Provided Apparel

The parties agree that the Labour Management Committee be assigned the task of reviewing the topic of Employer provided Apparel.

This topic will be addressed by the Labour Management Committee within sixty (60) days of the signing of this agreement and will present all recommendations, reached by consensus, to the Employer.

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

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#### LETTER OF UNDERSTANDING #7 - Tool Reimbursement

Effective January 1, 2014

The employees in the job classification who, as a condition of their employment, are required by the Regina Housing Authority to provide and maintain their own hand tools will be eligible for a tool replacement or purchase reimbursement on condition that receipts are provided for tools applicable to the position. The tool reimbursement will be up to a maximum payable per year in the amount of **\$225.00** (part-time/casual employees will receive a prorated amount). Prior approval must be obtained from the Manager, Maintenance & Operations or designate prior to purchase. Disagreements may be presented to the General Manager for a final determination.

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

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ener 20/2014

#### LETTER OF UNDERSTANDING #8- Administration of On-Call/Weekend Scheduling

The following guidelines are for the administration of On-call/weekend Caretaker Scheduling in relation to articles 11.5, 11.7 and 11.8 of this Agreement.

As a general condition, if a Caretaker is in the on-call rotation either through their voluntary participation or through mandate, they will not be required to participate in the week-end rotation. All Caretakers who work on average more than 32 hours per week, who have successfully passed probation and who meet the qualifications and performance standards will be eligible for on-call participation.

If there are less than the established number of volunteers, assignment of on-call will be mandated in reverse seniority to all Caretakers who meet the eligibility requirements. The Employer will endeavor to lengthen the rotational period. The Employer will establish the required number of volunteers, each January (minimum 12), to maximize the length of the rotational period.

Once the on-call rotation is established, the remaining eligible caretakers not included in the rotation will be placed on a Sub list. The Sub list will be used to backfill vacancies if an employee needs to be removed from the rotation due to performance or disability. Caretakers who meet on-call eligibility during the year will be placed on the bottom of the Sub list.

As the Caretakers on the Sub list are not regularly scheduled in the annual on-call rotation, they will be subject to the week-end scheduling provisions. If a Caretaker wants to opt off the on-call rotation during the year, they may do so if they find a viable replacement from the Sub list who meets qualification and eligibility requirements. These Caretakers who opt off will be moved onto the Sub list (swap places with the Subbed in Caretaker).

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

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#### LETTER OF UNDERSTANDING #9 - Employer Paid Time for the Chief Steward to Complete Union Business

The Chief Steward will receive paid time to complete union activities in the workplace, working collaboratively with the Employer on union issues (examples which would include: maintaining employee bulletin boards, addressing member concerns, and attending disciplinary meetings) in the following manner:

- Time will be regularly scheduled with management, based on operational needs.
- Time allotment will be up to 2 days each month, non-cumulative.
- The use of company equipment (such as: fax, photocopier and computer) will not be included.
- The use of a company provided cell phone, during the allotted time, will be allowed provided the use is within the Regina Housing Authority Cellular Phone Acceptable Use Policy.
- In the event the Chief Steward must use this time to meet with other employees, the Chief Steward will follow the regular meeting protocols under Article 6.4b) to ensure the other employees time is accounted for and time to leave work has been approved.
- The Chief Steward will remain an employee of RHA during this time and will be held to any and all policies and procedures of RHA.
- The Chief Steward is also accountable to the Union and membership in performing the duties of the Chief Steward during this time.

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

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#### LETTER OF UNDERSTANDING # 10 - Process for Determining Market Supplements

"As determined by the employer, a market supplement may be implemented for a given classification of employees where it has been shown that RHA's ability to attract and retain qualified employees is directly correlated to non-competitive pay relative to the market.

Terms of implementation:

- Based on documented recruitment/retention problems directly attributed to a lack of salary competitiveness, therefore employment equity is not impacted
- Considered a temporary adjustment of the classifications salary scale and increment provisions outlined in Article 12.5 will be maintained
- If determined by employer to be necessary for a given classification it shall take effect for all current employees in that classification on the date the employer deems to be the effective date.
- The continuation of the supplement will be reviewed every 6 months from the effective date of the supplement.
- A market supplement may be reduced or eliminated if it is determined by the employer to be no longer necessary.
- Any employee so affected by the supplement will be red-circled under the downward classification provision of Article 21.6."

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

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#### SIGNING PAGE

The parties agree that this document shall form the Collective Bargaining Agreement between the Parties.

Signed at Regina, this \_\_\_\_day of \_\_\_\_\_, 2014 \_\_\_\_\_

Signed on behalf of the Employer:

Jøhn McFetridge General Manager

Gary Kish Accountant

Faith Myers Manager, Housing Resources

Ting Marshall Human Resources Officer

Signed on behalf of the Union:

Michel Henselmann Bargaining Unit Chair

Marie-Jacinthe Chapados Union Committee Member

Roxanne Langford Union Committee Member

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Joe Pylatuk ( SGEU Staff Representative