

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

MOOSOMIN HOUSING AUTHORITY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4561**

JANUARY 1, 2018 – DECEMBER 31, 2022

TABLE OF CONTENTS

PURPOSE.....5

ARTICLE 1 DEFINITIONS.....5

1.01 BARGAINING UNIT5

1.02 EMPLOYEE OR EMPLOYEES5

1.03 EMPLOYER5

1.04 GENDER5

1.05 THE PARTIES5

1.06 PERMANENT FULL-TIME.....6

1.07 PERMANENT PART-TIME6

1.08 SUMMER SEASONAL EMPLOYEE.....6

1.09 TEMPORARY.....6

1.10 UNION.....6

ARTICLE 2 SCOPE.....6

ARTICLE 3 MANAGEMENT RIGHTS.....6

ARTICLE 4 UNION SECURITY.....6

4.01 EMPLOYER RECOGNITION OF THE UNION6

4.02 UNION BUSINESS.....7

4.03 NO DISCRIMINATION.....7

4.04 HARASSMENT.....7

4.05 UNION MEMBERSHIP.....7

4.06 CHECK-OFF.....8

4.07 INCOME TAX (T-4) SLIPS8

4.08 NEW EMPLOYEES8

4.09 NO INDIVIDUAL AGREEMENTS8

4.10 BULLETIN BOARDS8

4.11 REFUSAL TO CROSS PICKET LINES8

4.12 NO REPRISALS FROM WORK STOPPAGES8

4.13 UNION/MANAGEMENT MEETINGS.....9

ARTICLE 5 CONTRACTING OUT9

ARTICLE 6 PROGRESSIVE DISCIPLINE.....9

6.01 PREAMBLE9

6.02 PRINCIPLES OF PROGRESSIVE DISCIPLINE10

6.03 CONSTRUCTIVE COUNSELING AND COACHING10

6.04 RECORDS OF AN EMPLOYEE10

6.05 NOTICE OF RESIGNATION11

ARTICLE 7 GRIEVANCE PROCEDURE.....11

7.01 DEFINITION OF A GRIEVANCE.....11

7.02 GRIEVANCE PROCEDURE – UNION/ EMPLOYEE GRIEVANCE11

7.03 UNION GRIEVANCE12

7.04	EMPLOYER GRIEVANCE	12
7.05	FULL DISCLOSURE OF ALL INFORMATION	13
7.06	ARBITRATION.....	13
7.07	MEDIATION	14
7.08	TIME LIMITS.....	14
ARTICLE 8 SENIORITY.....		15
8.01	DEFINITION	15
8.02	SENIORITY LIST.....	15
8.03	MAINTENANCE AND ACCRUAL.....	15
8.04	MAINTENANCE OF SENIORITY	15
8.05	LOSS OF SENIORITY	16
ARTICLE 9 APPOINTMENTS		16
9.01	JOB POSTINGS	16
9.02	INFORMATION IN POSTING	16
9.03	TEMPORARY POSITIONS	17
9.04	QUALIFYING FOR POSITIONS	17
9.05	SELECTION PROCESS	17
9.06	TEMPORARY OUT-OF-SCOPE APPOINTMENT	17
9.07	PERMANENT OUT-OF-SCOPE APPOINTMENT	18
ARTICLE 10 PROBATION		18
10.01	PROBATION ON INITIAL HIRING.....	18
10.02	ON RE-EMPLOYMENT.....	18
10.03	ON PROMOTION	19
ARTICLE 11 LAY-OFF AND RE-EMPLOYMENT (PERMANENT FULL-TIME AND PERMANENT PART-TIME EMPLOYEES)		19
11.01	LAY-OFF IN REVERSE ORDER OF SENIORITY	19
11.02	EMPLOYER TO INFORM UNION	19
11.03	NOTICE OF LAY-OFF.....	19
11.04	TEMPORARY EMPLOYEES LAID-OFF FIRST IF IN SAME CLASSIFICATION	20
11.05	OPTIONS FOR EMPLOYEES WHEN POSITION ABOLISHED	20
11.06	NOTICE TO EXERCISE DISPLACEMENT RIGHTS.....	20
11.07	ACCEPTANCE OF AN OFFER OF A POSITION	20
11.08	DISPLACEMENT ORDER.....	21
11.09	EMPLOYEES NOT OFFERED A POSITION	21
11.10	RIGHTS OF EMPLOYEES WHO ARE DISPLACED.....	21
11.11	TIME TO ADJUST IN NEW POSITION.....	21
11.12	RE-EMPLOYMENT LIST	21
11.13	BENEFITS WHILE ON LAY-OFF	22
11.14	RESIGNATION OPTION.....	22
11.15	SEVERANCE PAY	22
ARTICLE 12 HOURS OF WORK.....		22

12.01 MAINTENANCE STAFF	22
12.02 CALL BACK AND OVERTIME	23
12.03 CONSECUTIVE DAYS OFF	23
12.04 STANDBY DEFINED	23
12.05 RECORDS	24
12.06 HOURS OF WORK - ADMINISTRATIVE STAFF	24
12.07 REST PERIOD AND PROPER ACCOMMODATION	24
12.08 VARIATION OF HOURS OF WORK	24
ARTICLE 13 PAY ADMINISTRATION	24
13.01 EQUAL PAY FOR EQUAL WORK	24
13.02 PAY CALCULATIONS	24
13.03 RATES OF PAY	25
13.04 ANNUAL PERFORMANCE PAY ADJUSTMENTS	25
13.05 PAY PERIODS	25
13.06 FIREMAN'S CERTIFICATE	26
13.07 VEHICLES FOR EMPLOYER BUSINESS	26
ARTICLE 14 TEMPORARY PERFORMANCE OF HIGHER DUTIES	26
14.01 TPHD	26
ARTICLE 15 VACATION LEAVE AND DESIGNATED HOLIDAYS	27
15.01 DESIGNATED HOLIDAYS	27
15.02 DESIGNATED HOLIDAY FALLING ON A DAY OF REST	27
15.03 VACATION LEAVE	27
15.04 VACATION AUTHORIZATION	28
15.05 VACATION CARRY OVER	29
15.06 DESIGNATED HOLIDAY DURING VACATION LEAVE	29
15.07 HOSPITALIZATION DURING VACATION	29
15.08 VACATION PAY ON SEPARATION	29
15.09 CANCELING OF APPROVED VACATION LEAVE	29
15.10 VACATION LEAVE RECORDS	29
15.11 TEMPORARY, SUMMER SEASONAL & CASUAL EMPLOYEES' VACATION PAY	30
15.12 VACATION PAY ON SUPPLEMENTARY EARNINGS	30
ARTICLE 16 SICK LEAVE	30
16.01 DEFINITION OF SICK LEAVE	30
16.02 ACCUMULATION OF SICK LEAVE	30
16.03 NOTIFICATION OF ILLNESS	31
16.04 DOCTOR'S CERTIFICATE	31
16.05 UNPAID LEAVE FOR PROLONGED ILLNESS	31
16.06 SICK LEAVE RECORDS	32
ARTICLE 17 LEAVES OF ABSENCE	32
17.01 BEREAVEMENT LEAVE	32
17.02 LEAVE FOR PRESSING NECESSITY	33

17.03 FAMILY LEAVE	33
17.04 COMPASSIONATE CARE LEAVE	34
17.05 UNPAID LEAVE	34
17.06 LEAVE FOR UNION OFFICE	34
17.07 INTERPERSONAL VIOLENCE	35
17.08 BENEFITS EARNED WHILE ON LEAVE	35
17.09 MATERNITY LEAVE.....	35
17.10 PARENTAL LEAVE	36
17.11 ADOPTION LEAVE	37
17.12 JURY DUTY	37
17.13 EMPLOYER TO PROVIDE INFORMATION	37
17.14 VOTING TIME	37
17.15 EDUCATION LEAVE	37
ARTICLE 18 OCCUPATIONAL HEALTH AND SAFETY	38
ARTICLE 19 WORKERS' COMPENSATION	38
ARTICLE 20 TECHNOLOGICAL CHANGE.....	39
ARTICLE 21 MAXIMIZING FULL TIME EMPLOYMENT	39
ARTICLE 22 CLASSIFICATION	39
22.01 EMPLOYER TO ESTABLISH A CLASSIFICATION PLAN	39
22.02 MANUAL OF JOB DESCRIPTIONS	39
22.03 NEW CLASSES OF POSITIONS	40
22.04 ARBITRATION OF DISPUTES	40
ARTICLE 23 RECLASSIFICATION.....	40
23.01 CHANGES IN CLASSIFICATION	40
23.02 RECLASSIFIED POSITIONS	40
23.03 DISPUTES	41
ARTICLE 24 TERMS OF AGREEMENT.....	41
24.01 DURATION.....	41
24.02 AGREEMENT TO CONTINUE IN FORCE	41
24.03 CHANGES IN AGREEMENT	41
24.04 CHANGES TO AGREEMENT	42
APPENDIX A.....	43
MEMORANDUM OF UNDERSTANDING #1.....	44
RE: EMPLOYEE BENEFITS PLAN.....	44
MEMORANDUM OF UNDERSTANDING #2.....	45
RE: SUMMER SEASONAL EMPLOYEES.....	45

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:

- 1.01 Bargaining Unit** means the unionized employees of the Canadian Union of Public Employees who are employed by the Employer.
- 1.02 Employee or Employees** means a person to which the terms of this Agreement apply as described in Article 2 of this Agreement.
- 1.03 Employer** means the Moosomin Housing Authority.
- 1.04 Gender** - he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- 1.05 The Parties** means the parties to this Agreement, i.e., the Employer and the Union.

- 1.06 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.
- 1.07 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.
- 1.08 Summer Seasonal Employee** means an employee employed in accordance with Memorandum of Understanding #2.
- 1.09 Temporary** employee means an employee who may work full-time or part-time, for a specific period of time.
- 1.10 Union** means the Canadian Union of Public Employees representing the employees of the Moosomin Housing Authority.

ARTICLE 2 SCOPE

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

Manager

ARTICLE 3 MANAGEMENT RIGHTS

The Union acknowledges that it is the right of the Employer to make and implement reasonable rules and regulations and 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

4.01 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.

4.02 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 such leave does not unreasonably interfere with the 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 ten (10) days in advance, except in unusual circumstances. In all cases prior to leave being taken a written request shall be provided to the employer
- (c) The Union agrees to reimburse the Employer for all wages and benefits paid under this Article.

4.03 No Discrimination

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

4.04 Harassment

The Union and the Employer(s) have a shared interest in:

- preventing harassment in the workplace
- promoting a safe, abuse-free working environment, and
- upholding the philosophy of zero tolerance with respect to harassment and discrimination in the workplace.

4.05 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 thirty (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.

4.06 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 Secretary-Treasurer of the Union prior to the 15th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classification and addresses of employees from whose wages the deductions were made.

4.07 Income Tax (T-4) Slips

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

4.08 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*.

4.09 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 the office 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.

4.11 Refusal to Cross Picket Lines

An employee who chooses not to cross a lawful picket line will not be disciplined or discriminated against. The employee will advise the Employer immediately so that an alternative to providing the service can be determined by the Employer. 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.

4.13 Union/Management Meetings

The Union Bargaining Committee may meet quarterly with the Moosomin Housing Authority Board and Management if there are issues of mutual concern to discuss. A suitable amount of time may be arranged during the Board meeting.

ARTICLE 5 CONTRACTING OUT

It is not the intention of the Employer to enter into new contracting out-of-work arrangements that directly result in the loss of any permanent employee's employment during the term of the collective agreement; however, if it becomes necessary to contract out the following principles will apply:

- (a) The Employer will endeavour to avoid contracting out work that can be done by employees in an effective, efficient manner within Moosomin Housing policy framework and meeting the operational time constraints of the work.
- (b) When contracting out of bargaining unit work is done, the Employer will ensure no permanent employees will lose employment as a direct result of contracting out.
- (c) Existing historical employment practices related to contracting work out will not be restricted by this provision.
- (d) In reviewing new and existing contracting out-of-work arrangements where it may be feasible that the work can be performed by Moosomin Housing Authority employees the parties agree to work together.

ARTICLE 6 PROGRESSIVE DISCIPLINE

6.01 Preamble

- (a) Both parties agree that the Employer will make reasonable effort to endeavour 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) In the event the Employer initiates disciplinary action against an employee, except in the cases of serious misconduct, the practice of progressive discipline will take place.
- (d) No employee shall be dismissed or disciplined without just cause.
- (e) 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.

6.02 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

6.03 Constructive Counseling and Coaching

- (a) The Employer and the Union recognize the difference between discipline and the setting of reasonable objectives and expectations specific to job performance and constructive job coaching, and nothing is intended to restrict the Employer's right to counsel or set such reasonable expectations.
- (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 union representative present.

6.04 Records of an Employee

- (a) Except in the case of a verbal reprimand the Employer will provide the Union and the employee with a written disciplinary record including reasons for such discipline or dismissal.
- (b) Employees shall have the right to review their personnel file. A Union representative, with the written authorization of the employee, shall have access to the file, in the presence of a manager, human resource officer or authorized designate.
- (c) Two (2) 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. Employee's performance evaluations including probationary reviews will not be removed from the personnel file.

6.05 Notice of Resignation

A permanent employee shall be expected to file written notice with the Employer of her/his intention to resign from the service at least two (2) weeks prior to the date which she/he 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/his intention to resign from the service at least seven (7) days prior to the date upon which she/he intends to leave.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 Definition of a Grievance

- (a) A grievance shall be defined as any difference or dispute, pertaining to this collective bargaining agreement, between the Employer and the Union on behalf of any employee(s), or any difference or dispute, pertaining to this Agreement, between the Employer and the Union.
- (b) The Employer shall receive a grievance only when it is submitted in writing by an authorized Union steward or by a paid Union Staff Representative.

7.02 Grievance Procedure – Union/ Employee Grievance

An earnest effort shall be made to settle grievances as fairly and promptly as possible in the following manner:

- (a) Problem Resolution (Informal Process)
 - (i) An employee who believes that he/she has a justifiable request or complaint may discuss such matters with the supervisor in an effort to resolve the problem. The supervisor shall convene a meeting with the employee within seven (7) days at a time mutually agreed upon. The Employer may request the attendance of the shop steward at the meeting.
 - (ii) Utilizing this process will not deny the employee access of the grievance/arbitration procedure. If an employee assesses this process the time frame to launch a grievance will be extended to commence on the date that the supervisor provides a decision.

- (iii) The supervisor shall provide the decision within seven (7) days of the meeting and the decision shall be presented to the employee and the shop steward (if one was in attendance).
- (b) Grievance Procedure (Formal Process)

Step 1 – Manager

- (i) The employee or the Union steward will submit the employee's grievance in writing to the employee's Manager within **fifteen (15)** days of the occurrence of the matter leading to the grievance or within **fifteen (15)** days of the time that the employee became aware of the occurrence. The Manager will hear the grievance and submit his/her decision in writing to the grievor, the shop steward and the Union within seven (7) days.
- (c) Step 2 - Arbitration Board
 - (i) In the event that a grievance is not settled to the satisfaction of the Union or the Employer at Step 1, then the grievance may be referred to arbitration as prescribed under the Arbitration article in this Agreement.
 - (ii) The time limits above may be extended by mutual agreement between the parties.
 - (iii) The grievor(s) and Union steward shall receive leave with pay to attend grievance meetings with the Employer.
 - (iv) It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.
 - (v) After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee(s).

7.03 Union Grievance

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. The Union may also file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement.

7.04 Employer Grievance

- (a) Step 1 – Union Staff Representative

The Employer's representative will submit the Employer's grievance in writing to the Union staff representative within **fifteen** (15) days of the occurrence of the matter leading to the grievance or the time that the Employer became aware of the occurrence. The Union staff representative will hear the grievance and submit his/her decision in writing to the Employer's representative within seven (7) days of the Step 1 meeting.

(b) Step 2 - Arbitration Board

- (i) In the event that a grievance is not settled to the satisfaction of the Union or the Employer at Step 2, then the grievance may be referred to arbitration as prescribed under the Arbitration article in this Agreement.
- (ii) The time limits above may be extended by mutual agreement between the parties.
- (iii) The Union steward shall receive leave with pay to attend grievance meetings with the Employer;
- (iv) It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

7.05 Full 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.

7.06 Arbitration

- (a) Where a difference arises between the parties of this collective bargaining agreement respecting its meaning, application or alleged violation, including a question as to whether a matter is arbitrable, a party to the agreement may, after exhausting any grievance procedure in this Agreement, elect to have the matter determined by an arbitration board.
- (b) Written notice of intent to have the matter heard by an arbitration board shall be submitted to the other party within **thirty** (30) days after the completion of the grievance procedure as provided in this Agreement.
- (c) Such written notice shall contain the name of the person appointed to the arbitration board by the party giving the notice.
- (d) Within seven (7) 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.

- (e) The two appointees named by the parties to this agreement shall, within ten days after the appointment of the second of them, appoint a third member of the arbitration board who shall be the chairperson of the arbitration board.
- (f) 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 Saskatchewan Employment Act*.
- (g) If the appointees fail to appoint a third member to the arbitration board, the Chairperson of the Labour Relations Board, on request of a party to this Agreement, shall appoint a person to act as chairperson to the arbitration board.
- (h) Upon mutual agreement of the parties, a single arbitrator may be agreed to and used.
- (i) The decision of the arbitrator/arbitration board shall be final, binding and enforceable on all parties.
- (j) 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.
- (k) 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.
- (l) 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.

7.07 Mediation

By mutual agreement the dispute may be referred to mediation rather than arbitration. In the event the parties agree to mediation then such mediation shall be arranged as expeditiously as possible and in any event not later than sixty (60) days from the completion of Step 1. In the event the grievance is not successfully resolved through the mediation process then either the Union or management may, within **thirty** (30) days from the completion of mediation, inform the other in writing of the decision to advance the grievance to arbitration.

7.08 Time Limits

The parties agree to abide by the time limits specified in this Article unless otherwise mutually agreed. Reference to days in this Article shall mean working days.

ARTICLE 8 SENIORITY

8.01 Definition

The seniority of all employees within the scope of this Agreement shall, after successful completion of an initial probation period, be calculated from the date of hire.

8.02 Seniority List

- (a) The Employer shall prepare and post the seniority roster by December 31st of each year. Such list will include the accrued seniority of each employee up to June 30th. A copy of the roster shall also be provided each year to the Union.
- (b) Employees will be allowed to challenge the accuracy of their seniority during a two week period commencing January 1st. All challenges are to be directed to the 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.

8.03 Maintenance and Accrual

Seniority shall be maintained and accrue during:

- (a) All periods of paid leave
- (b) Leave of absence without pay for periods not exceeding six (6) months
- (c) Maternity leave
- (d) Adoption leave
- (e) Paternity leave
- (f) Temporary Lay-off

8.04 Maintenance of Seniority

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

- (a) Periods of (unpaid) leaves of absence over six (6) months
- (b) Appointments to an out-of-scope position for greater than six (6) months

- (c) Lay-off over three (3) months.

8.05 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 twenty-four (24) consecutive months
- (c) Voluntary terminates
- (d) Fails to comply with the re-employment provisions of return from lay-off (Article 11.12 (h)) within five (5) days of the Employer issuing notice of re-employment by registered mail
- (e) Abandons her job

ARTICLE 9 APPOINTMENTS

9.01 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 three (3) months or longer, the Employer shall post notice of the position internally for seven (7) 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 on the date of the posting.

9.02 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.

9.03 Temporary Positions

Except for the provisions in Article 16.05 (Unpaid Leave for Prolonged Illness), if the temporary position exceeds eighteen (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 (3) months another similar temporary position is created entailing the same nature of work, and the duration of the positions combined extend beyond eighteen (18) months, this position will be deemed necessary and will result in a posting for that position in accordance with Article 9.02.

9.04 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.

9.05 Selection Process

- (a) The Employer will appoint the senior qualified applicant based on the Employer determined KSA's as per Article 9.04.
- (b) The Employer will provide the Union with the name of the successful applicant within five days of the decision to appoint.
- (c) 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 (5) working days from the notification of selection. The grievance will be heard at Step 1 within forty-eight (48) hours from the date the grievance was filed.

9.06 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 (6) 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 (1) year.

- (b) After six (6) 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.

9.07 Permanent Out-of-Scope Appointment

An employee who is appointed to an out-of-scope position has the right to revert within a six (6) month period.

ARTICLE 10 PROBATION

10.01 Probation on Initial Hiring

- (a) Newly hired employees shall serve an initial probationary period of one hundred and twenty (120) paid days from the date the employee commences employment.
- (b) During the period of probation an employee will not accumulate seniority. Upon satisfactory 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.
- (d) In case of dismissal for reasons of unsuitability and where a probationary employee grieves the Employer shall be required to show that it acted reasonably in judging the employee unsuitable for permanent employment. Reasonableness shall be assessed on the basis of the employee's:
 - (i) Conduct;
 - (ii) Quality of work;
 - (iii) Ability to work harmoniously with others.
- (e) Where the Employer does not dismiss the employee before the end of the probationary period the employee shall be deemed to become a permanent employee in that position and classification.

10.02 On Re-employment

An employee re-employed following job abolition shall serve a subsequent probationary period of forty (40) days worked, except where she is re-employed in a position similar to a position formerly held.

10.03 On Promotion

A permanent full-time employee who has been promoted shall serve a trial period of ninety (90) days. A permanent full-time employee who chooses to revert, or does not successfully complete the trial period, shall revert to her former position, or by mutual agreement the employee may revert to a similar position at the same step in the salary range, subject to any increments he/she would have earned had the promotion not taken place.

ARTICLE 11 LAY-OFF AND RE-EMPLOYMENT (PERMANENT FULL-TIME AND PERMANENT PART-TIME EMPLOYEES)

11.01 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.

11.02 Employer to Inform Union

The Employer shall inform the Union of possible lay offs as far in advance as possible, but in any case shall give at least thirty (30) days' notice. The Employer and the Union shall meet to discuss the implications of such lay-off(s).

11.03 Notice of Lay-off

Notice of lay-off or pay in lieu of notice shall be given to permanent full-time and permanent part-time employees who have been employed more than three (3) consecutive months as follows:

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

11.04 Temporary Employees Laid-off First if in Same Classification

Temporary employees will be terminated before a full-time or part-time employee. Temporary employees will receive notice in accordance with Article 11.03 but will not have displacement rights.

11.05 Options for Employees when Position Abolished

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.

11.06 Notice to Exercise Displacement Rights

- (a) An employee who intends to exercise displacement rights shall indicate his intention in writing to the Employer within five (5) 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 Article 11.05.
- (c) Upon receipt of notice of the employee's intention to displace, the Employer will, within five (5) working days, present the employee with an offer of a position to displace into.

11.07 Acceptance of an Offer of a Position

- (a) An employee will have five (5) working days to consider the offer of a position. The five (5) 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 five (5) day period, it will be deemed the employee has declined the offer. The employee within five (5) working days must elect one (1) of the other options in Article 11.05. 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 five (5) working days must elect one of the other options.

11.08 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 possesses the KSA's as per Article 9.04, for the positions. In all cases the employee with the least seniority will be displaced.

11.09 Employees Not Offered a Position

If the employee is not offered a position after having proceeded through all stages of displacement, the employee within five (5) working days must choose another option.

11.10 Rights of Employees who are Displaced

The options in Article 11.08 shall be available to employee(s) who have been displaced.

11.11 Time to Adjust in New Position

An employee who, as a result of displacement assumes a new position, shall serve a trial period in accordance with Article 10.03. In the event he does not successfully complete the trial period or if he so chooses, he will be placed on the re-employment list or within five (5) working days may choose one of the other options. In any case the employee will not have another displacement option.

11.12 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) Employees' 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 re-employment list and will be deemed to have resigned from the Employer.

- (d) No new employee 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 (2) years. If not re-employed within twenty-four (24) months, the employee shall lose seniority and be terminated.
- (f) Subject to Article 11.14, at any time during the twenty-four (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 ten (10) working days to an offer of re-employment, sent by certified mail, to the employee's residence shall lose seniority and be terminated.

11.13 Benefits While on Lay-off

Employees on the re-employment list shall earn benefits in accordance with Article 17.08.

11.14 Resignation Option

Employees on the re-employment list shall give the Employer two (2) weeks written notice of resignation.

11.15 Severance Pay

In the event an employee is laid off and elects to resign in accordance with Article 11.05 (c), or the employee has elected to resign while on the re-employment list, he shall receive severance pay on the basis of one (1) 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 12 HOURS OF WORK

12.01 Maintenance Staff

- (a) Employees shall work forty (40) hours/week Monday to Friday with regularly scheduled hours between 8 a.m. and 5 p.m. with an unpaid lunch break not exceeding one (1) hour.

12.02 Call Back and Overtime

- (a) Employees shall be placed on the emergency callback list in on a rotational basis. Employees shall be offered overtime on a rotational basis.
- (b) Employees who are required to report to an area of Employer(s) premises to perform work on their regular scheduled day off shall be paid overtime or given time in lieu at the rate of two (2) times their regular rate for all hours so worked with a minimum of two (2) hours pay guaranteed at overtime rates.
- (c) Employees who are required to report to an area of Employer(s) premises to perform work on their designated holidays shall be paid overtime or given time in lieu at the rate of two (2) times their regular rate for all hours so worked with a minimum of two (2) hours pay guaranteed at overtime rates.
- (d) Employees who are called back to work the same day after completing the regular work schedule, shall be paid overtime or given time in lieu for hours so worked between 5:00 pm and 11:00 pm at the rate of one and one-half times (1 1/2) times the regular rate of pay and two (2) times the rate of pay for hours so worked between 11:00 pm and 8:00 am with a minimum of two (2) hours.
- (e) Employees who have not left the Employer's premises and are required to work overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all consecutive hours between 5:00 and 11:00 pm and two (2) times the regular rate of pay for consecutive hours worked after 11:00 pm.
- (f) Employees who are called back to work and require transportation shall be paid to and from their premises to perform the duties as per Article 13.07 (a).

12.03 Consecutive Days Off

Employees shall be scheduled no less than two (2) consecutive days off.

12.04 Standby Defined

Standby assignment shall mean a period during which the employee is not on regular duty and is available to respond to return to duty. Employees will be paid a standby premium based on the following:

- 5:00 p.m. to 10:00 p.m. - Monday to Friday \$1.25 per hour
- 8:00 a.m. to 10:00 p.m. - Saturday, Sunday or Designed Holidays \$1.50 per hour
- 10:00 p.m. to 8:00 a.m. - \$1.75 per hour

Where employees receive phone calls outside of their regular hours from the Employer or designate while on standby and are required to provide off site assistance which does not involve a return to his work place, he/she shall be paid for each hour or portion thereof, or a minimum of thirty (30) minutes at regular rates of pay, whichever is greater.

12.05 Records

All employees shall submit a time sheet to the Employer every week in order to be paid. The time sheet will include the days and hours worked and the type of work performed.

12.06 Hours of Work - Administrative Staff

- (a) Full-time office staff shall work **thirty-five** (35) hours/week Monday to Friday with regularly scheduled hours between 8:00 a.m. and 5:00 p.m. with an unpaid lunch break not exceeding one hour.
- (b) Part-time office staff shall work seven (7) or seven and one half (7½) hour shifts with regularly scheduled hours between 8:00 a.m. and 5:00 p.m. with an unpaid lunch break not exceeding one hour.

Part-time office staff shall work no less than fifteen (15) hours/week.

12.07 Rest Period and Proper Accommodation

- (a) All employees shall have one (1) paid **fifteen** (15) minute rest period for every three and one half (3.5) hours worked per day with a maximum of two (2) breaks per regular hours.
- (b) The Employer agrees to provide an area of proper accommodation for employees to store lunches and have their meal and rest periods.

12.08 Variation of Hours of Work

The hours of work set out may be varied from time to time by written agreement between the Employer and the Union.

ARTICLE 13 PAY ADMINISTRATION

13.01 Equal Pay for Equal Work

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

13.02 Pay Calculations

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 Classification 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 (8) hours per day.

13.03 Rates of Pay

- (a) The rates of pay contained in Appendix "A", attached to and forming part of this Agreement, shall be the rates paid to the employee occupying the positions to the classification.
- (b) Payment of wages will be based on actual hours worked.

13.04 Annual Performance Pay Adjustments

- (a) Permanent Full-Time and Permanent Part-Time employees shall be eligible to receive annually, consistent with their work plan as developed jointly by the manager and employee and based upon a satisfactory performance review, performance pay adjustments in accordance with the classification schedule, on the first day of the pay period next following the completion of **twelve** (12) months of service from the later of the date of appointment or the last performance pay adjustment date. The withholding of a performance pay adjustment may be subject to a grievance.
- (b) An employee shall be eligible for a performance pay adjustment annually subject to the maximum of the range.
- (c) When an employee returns to the service after not more than **ninety** (90) consecutive calendar days leave of absence or lay-off, there shall be no change in his performance pay adjustment date. When an employee returns to the service after more than **ninety** (90) consecutive calendar days leave of absence or lay-off, he will be eligible for, subject to Article 13.04(a), above, a performance pay adjustment following the completion of **twelve** (12) months of actual service less credit toward a performance pay adjustment earned before the leave of absence or lay-off was taken. The date upon which he becomes eligible for a performance pay adjustment shall be his new performance pay adjustment effective date.

13.05 Pay Periods

All employees shall be paid **semi-monthly**, on the 15th day 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.

13.06 Fireman's Certificate

Maintenance personnel who are required by the Employer to maintain fireman's certificates will be reimbursed the cost of the license fee for the certificates.

13.07 Vehicles for Employer Business

- (a) When any employee is required to use a personal vehicle in the performance of their work the Employer agrees to pay mileage in accordance with the rates established by the Employer effective the date of signing of this Agreement provided mileage rates for cars and trucks will not drop below 38¢/km and 42¢/km respectively.
- (b) Where a Maintenance Service Person or Caretaker is required to use a personal vehicle in the performance of their work, the Employer agrees to pay a vehicle allowance of \$25.00 per actual day worked. Days the vehicle is being repaired will be considered maintenance time and the allowance will be continued, provided that the employee provides an alternate vehicle. The vehicle allowance shall be \$35.00 per day worked when covering annual vacation days and sick leave for the second Maintenance Service Person and to cover up to five (5) sick days for the second Maintenance Service Person.

ARTICLE 14 TEMPORARY PERFORMANCE OF HIGHER DUTIES

14.01 TPHD

TPHD is the assignment of an employee to perform a majority of the primary responsibilities of a higher paid position.

14.02 In the event the employee is assigned to a TPHD for three (3) days or more, the employee will be paid at the rate of pay of the higher classification to the next higher increment level of the higher classification from the first hour of the assignment. No payment will be made for periods of less than three (3) days.

14.03 TPHD will not be assigned, considered to have been assigned or paid unless, in the case of a supervisor, the employee is assigned to actually supervise staff.

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

14.05 Temporary vacancies of six (6) months or more will be posted in accordance with Article 9.03. Any subsequent vacancies resulting from the posting of a temporary position shall be by appointment.

ARTICLE 15 VACATION LEAVE AND DESIGNATED HOLIDAYS

15.01 Designated Holidays

Designated holidays shall mean:

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

plus, one (1) additional non-legislated 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.

15.02 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 Article 12.02 c) of this collective agreement.

15.03 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:

- (a) The vacation year will be based on hours worked in the time period from January 1st through December 31st of the following calendar year. Each June 30th, the employees' earned vacation credits will be credited to the employees to be used by July 1st of the next calendar year.
- (b) Vacation entitlement shall be as follows:
 - (i) Employees shall be entitled to take fifteen (15) days vacation leave with pay in the year after the vacation year that the employee completes one (1)

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.

- (ii) Employees shall be entitled to take twenty (20) days vacation leave with pay in the year after the vacation year that the employee completes eight (8) complete 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.
 - (iii) Employees shall be entitled to take twenty-five (25) days vacation leave with pay in the year after the vacation year that the employee completes fifteen (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.
 - (iv) Employees shall be entitled to take thirty (30) days vacation leave with pay in the year after the vacation year that the employee completes twenty-five (25) 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.

15.04 Vacation Authorization

- (a) Subject to the following scheduling procedure seniority shall be used to grant vacation requests.
- (b) In May and December of each vacation year, employees will be asked to submit their request to take annual vacation to their supervisor. Requests must be submitted no later than June 1st and January 1st of each year, otherwise the employee will not be able to use his position on the seniority list and will be granted annual vacation leave after employees who submitted a request in the approved time frame have been granted vacation.
- (c) Subject to operational demands, the Employer will attempt to grant vacation as requested. Where conflicts occur, the employee who has the greatest seniority will have first choice
- (d) 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.

15.05 Vacation Carry Over

Employees are expected to take their entire vacation entitlement within the vacation year. However, in extenuating circumstances the employee may request in writing to carry over in excess of 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 July 31st, the employee will carry over the entire amount of vacation entitlement.

15.06 Designated Holiday During Vacation Leave

When any holiday designated in Article 15.01 falls within an employee's annual vacation, that day shall not be counted as a vacation day.

15.07 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.

15.08 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.

15.09 Canceling of Approved Vacation Leave

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

15.10 Vacation Leave Records

The Employer will provide vacation leave records in June and December to each employee. Employees are requested to, with their Employer, verify the records.

15.11 Temporary, Summer Seasonal & Casual Employees' Vacation Pay

Temporary, summer seasonal and casual employees will receive vacation pay on each cheque in accordance with the amount of vacation entitlement outlined in Article 15.03 and based on the employees' total wages.

15.12 Vacation Pay on Supplementary Earnings

An employee shall receive, together with the payment for overtime earnings, vacation pay at the rate specified in Article 15.03.

ARTICLE 16 SICK LEAVE

16.01 Definition of Sick Leave

- (a) Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled due to physical or mental illness and a deduction shall be made from accumulated sick leave credits for all normal working hours absent for sick leave.
- (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.

16.02 Accumulation of Sick Leave

- (a) Employees shall earn sick leave credits based on hours eligible for entitlement to a maximum of fifteen (15) days per year, one and one quarter days per month, to a maximum of **one hundred-eighty (180)** working days.
- (b) Permanent employees shall earn sick leave credits from the date of employment.
- (c) Temporary, summer seasonal and casual employees 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 pro-rated on hours worked.
- (d) Effective sixty (60) days after the date of signing the Employer will provide permanent employees on staff at the date of signing with an account of accumulated sick leave credits. Notwithstanding Article 16.02(a), such employees will be allowed to maintain the accumulated sick leave credits in excess of one hundred-eighty (180) days, but they shall be capped at that higher level, should

such an employee use more than five (5) days in any year, that cap will be reduced accordingly.

16.03 Notification of Illness

- (a) Any employee who will be absent due to illness or disability shall notify, the Manager or his designate, as soon as possible, however no later than the employee's normal start time.
- (b) The employee will advise the Manager 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 for three (3) months or longer, the employee must give at least seven (7) 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.

16.04 Doctor's Certificate

The employee shall provide a Doctor's certificate for absences of three (3) days or more, to be completed on a form agreed to by the Union and the Employer. In the event the employee is charged for producing the certificate, the Employer will reimburse the employee provided the Employer requested the certificate. The Employer reserves the right to request a Doctor's certificate for any absences not exceeding three (3) days, providing that the Employer requests the certificate prior to the employee's return to work.

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

16.05 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 the Employer may agree to waive certain provisions of this Agreement to transfer the employee into a more suitable position at the rate of pay of that 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 (2) years will have the circumstances of their absence reviewed at the end of the two (2) 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 (6) months, the employee will be granted a leave of absence for the duration, not to exceed six (6) 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 (6) 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 (6) 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 Moosomin Housing Authority and whose names are placed on the disability list will maintain their seniority for a period of two (2) years and may apply for positions should the employee become fit to return to work.

16.06 Sick Leave Records

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

ARTICLE 17 LEAVES OF ABSENCE

17.01 Bereavement Leave

Subject to the following, an employee requesting bereavement leave must first contact the Manager or designate:

- (a) After successful completion of the employee probationary period, an employee shall be entitled to up to five (5) days paid leave in the event of the death of a member of the immediate family of that employee.

Immediate family is defined as spouse (including common law and same sex), children (including stepchildren), parents (including in-laws and step), sisters or brothers (including in-laws and step), grandparents, grandchildren, 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 shall be entitled to an additional five (5) days off, to be charged to the employee's sick leave credits.
- (c) Employees shall be entitled to up to three (3) days paid leave to be charged to the employee's sick leave credits, for the following:
 - (i) the death of someone with whom the employee maintained a close relationship, or
 - (ii) where the employee acts as an active pallbearer, or
 - (iii) within a period of thirteen (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 extended 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 and will be charged to vacation credits.

17.02 Leave for Pressing Necessity

An employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstances of a sudden or unusual occurrence that could not by the exercise of reasonable judgment have been foreseen by the employee and which requires the immediate attention of the employee. The employee may request to use vacation leave or, if mutually agreed between the Manager and the employee, to make up the time.

17.03 Family Leave

- (a) After successful completion of the employee probationary period an employee shall be granted up to five (5) days per year to be charged against the employee's sick leave credits and where the employee does not have sick leave credits, against vacation, in the event of:

- (i) the 'unexpected or' sudden illness or injury of the employee's spouse, parents (including in-laws and step) or child which prevents the employee from reporting for duty,
 - (ii) surgery on the employee's spouse, parents (including in-laws or step) or child,
 - (iii) an emergency situation or family obligation which prevents the employee from reporting for duty.
- (b) 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.
 - (c) 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 Manager or designate of the nature of the request.

17.04 Compassionate Care Leave

Employees shall be granted a leave of absence without pay to ensure that they have access to the Federal Compassionate Care benefit program.

17.05 Unpaid Leave

- (a) Unpaid leave is leave of a specified duration of up to one (1) 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.

17.06 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.

17.07 Interpersonal Violence

Where an employee, employee's child or a person whom an employee is a caregiver is a victim of interpersonal violence and the employee requires time off work to obtain medical attention; services from a victim's services organization; psychological or other professional services; time to relocate; or must seek legal or law enforcement assistance and attend court appearances, the employee may request to draw on unexpended sick leave credits as per Article 16 or vacation leave as per Article 15 or, be granted up to ten (10) days leave of absence without pay. Employees must have worked for an Employer for a minimum of thirteen (13) weeks and will be required to provide evidence of the services being received in order to qualify for the leave.

17.08 Benefits Earned While on Leave

- (a) One (1) month or less: vacation leave, sick leave, seniority and increments
- (b) More than one (1) month, but not more than three (3) consecutive months: seniority, except for maternity, paternity, adoption and Workers' Compensation leaves of absence
- (c) More than three (3) 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.

17.09 Maternity Leave

- (a) An employee who has completed **thirteen (13)** weeks of service, who makes application for leave at least one (1) 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, **up to nineteen (19) weeks plus fifty-nine (59) weeks of parental leave for a total of seventy-eight (78) weeks covering pre-birth, birth and post birth. Maternity and parental leave must be taken consecutively.**
- (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 (5) 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 16, 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 layoff 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 twenty-one (21) days notice of her intention to return to employment.

17.10 Parental Leave

An employee who has completed **thirteen (13) weeks** of service with the Employer, **and who provides the Employer with a certificate of birth or adoption along with the notice**, may request, at least one (1) month in advance, parental leave. **The birth parent or primary caregiver is eligible for fifty-nine (59) weeks of parental leave see (17.09 (a)). A parent who does not take maternity leave or adoption leave is eligible for up to sixty-three (63) weeks of parental leave. Parental leave is to be taken thirteen (13) weeks prior to the estimated date of birth or the estimated date on which the child is to come into the employee's care, but before seventy-eight (78) weeks following the**

actual date of birth or the actual date on which the child comes into the employee's care. Prior to returning to work, the employee must give a **minimum of twenty-one (21) days'** notice of her intention to return to employment.

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

17.11 Adoption Leave

An employee who has completed **thirteen (13) weeks** of service with the Employer may request unpaid adoption leave, provided the employee has given the Employer **written** notice of the employee's intent to adopt a child and an anticipated date of leave, **four (4) weeks before the leave is estimated to begin. The leave may not exceed nineteen (19) weeks or seventy-eight (78) weeks inclusive of parental leave from the date of adoption.** Prior to returning to work the employee must give at least twenty-one (21) days' notice of her intention to return to employment.

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

17.12 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.

17.13 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.

17.14 Voting Time

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

17.15 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 Article 17.08 (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.

ARTICLE 18 OCCUPATIONAL HEALTH AND SAFETY

The Employer and the Union, have a shared interest in the health and safety of employees. The Employer and employees will operate in accordance with *The Saskatchewan Employment Act*. There shall be no discrimination, no penalty, no intimidation and coercion when employees comply with the Act.

The Employer will do what is reasonably possible to prevent repetitive injuries in the workplace.

In accordance with *The Saskatchewan Employment Act*, the Employer will adopt safe rules and practices regarding communicable and occupational diseases, caused by exposure at the place of employment.

The Employer agrees to reduce any contamination at the place of employment by a chemical substance, biological substance or known carcinogen.

ARTICLE 19 WORKERS' COMPENSATION

19.01 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.

19.02 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.

19.03 From and including the day of injury, until not more than two (2) years, the employee will accrue, seniority, however the employee will not earn vacation or sick leave credits.

19.04 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 20 TECHNOLOGICAL CHANGE

The Union and Employer agree that in the event of a technological change as prescribed under *The Saskatchewan Employment Act* the provision of section 43 of *The Saskatchewan Employment Act* will apply.

ARTICLE 21 MAXIMIZING FULL TIME EMPLOYMENT

Insofar as the efficient operation of the Employer is concerned, the Employer will employ as many full-time employees as is reasonably possible.

As part-time positions are vacated and approved for staffing, discussion shall take place between the Employer and the Union to review the allocation of hours with the goal of maximizing full-time employment.

Where positions are vacated, shifts shall be offered to part-time employees in order of seniority with the aim of incorporating the most hours in a position.

If all shifts are not accepted by the part-time employees, or if mutual agreement cannot be reached as to the redistribution of the additional hours, the resulting part-time position will then be posted.

If part-time positions are vacated simultaneously, the Employer shall combine the positions into a full-time position or a larger part-time position and post as per Article 9.

ARTICLE 22 CLASSIFICATION

22.01 Employer to Establish a Classification Plan

- (a) The Employer shall establish and maintain a classification specifications plan in which positions of similar kind and responsibility are included in the same classification. Each classification specification will specify the knowledge, skills, abilities and experience required for each job.
- (b) All jobs shall be allocated to one of the classifications set forth in the attached Appendix. Each employee will be given a job description upon commencement of employment.

22.02 Manual of Job Descriptions

The Employer will establish a manual of Job Descriptions, which will include qualifications. The manual shall be available at the request of an employee during regular working hours. The Employer shall provide a current copy of all classification specifications to the Union.

22.03 New Classes of Positions

Whenever a new classification is created it will be subject to negotiations as to its exclusion or inclusion in this Agreement, and if included, its rate of pay.

22.04 Arbitration of Disputes

- (a) If agreement is not reached on any of the items in this Article, the Employer may assign any hours of work designation, probationary period and rate of pay, and proceed to fill the position in accordance with this Agreement, and the dispute shall be resolved pursuant to Article 7.
- (b) The rate or range of pay when finally decided will be retroactive to the date of appointment of any employee(s) hired. The retroactive application of the hours of work and probationary period will be a matter for the arbitrator to deal with, if the parties are unable to negotiate an agreement.

ARTICLE 23 RECLASSIFICATION

23.01 Changes in Classification

- (a) When an employee, the Union or the Employer, feel that a position is incorrectly classified, a request for review of classification may be made as follows:
 - (i) The employee, Union or Employer shall make a request for review of classification in writing to the Manager. The employee's job description, approved by her immediate supervisor, will be attached.
 - (ii) Within thirty (30) days of receiving the request for review, the Manager will provide a decision with regard to the request, subject to the grievance procedure in this Agreement.

23.02 Reclassified Positions

- (a) If the position is reclassified, the following procedure will apply:
 - (i) The incumbent shall be appointed to the position subject to posting and challenge.
 - (ii) The reclassification and the name of the incumbent will be posted for information purposes.

- (iii) The posting is subject to challenge from more senior employees within the work unit who could as readily have been assigned the duties that led to the reclassification.
- (iv) The Employer shall decide the validity of challenges, subject to the grievance process.
- (b) If a challenge is successful, the challenger shall be appointed and the incumbent prior to the challenge shall be laid off and shall exercise the options in Article 11.
- (c) The reclassification and any resulting increase in pay shall be effective the nearest first of the month to the employee's request for review.
- (d) Where the reclassification results in a decrease in pay, the incumbent shall retain their current rate of pay and shall not receive any negotiated wage increases until such time as the rate of pay for that classification equals or surpasses the incumbent's current rate of pay. New hires to the classification shall be paid at the pay rate established for the classification.

23.03 Disputes

If an employee or the Union is dissatisfied with the final determination resulting from a request for review of classification, the employee will have the right to access Grievance and Arbitration.

ARTICLE 24 TERMS OF AGREEMENT

24.01 Duration

This Agreement will become effective on January 1, 2018 and shall continue in effect until December 31, 2022, and automatically from year to year thereafter, unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

24.02 Agreement to Continue in Force

Where written notice has been given pursuant to Article 24.01, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

24.03 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.

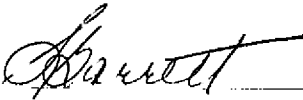
24.04 Changes to Agreement

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


The parties hereto have affixed their signature this 29 day of OCTOBER, A.D. 2020.

SIGNED ON BEHALF OF
MOOSOMIN HOUSING AUTHORITY

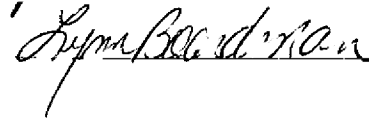
SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES
LOCAL 4561

 _____ Sheilagh Garrett

 _____ JOEL MOFFATT

 _____ RON FARKAS

 _____ JOE MATICHUK

 _____ LYNN BOARDMAN

APPENDIX A

<i>0% increase</i>	2018	1	2	3	4	5
Admin Assist		18.77	19.51	20.29	21.11	21.97
Maint Tech		18.82	19.55	20.29	21.03	21.78
Summer Seasonal		12.00	12.50			
<i>1% increase</i>						
	2019	1	2	3	4	5
Admin Assist		18.96	19.71	20.49	21.32	22.19
Maint Tech		19.01	19.75	20.49	21.24	22.00
Summer Seasonal		12.12	12.63	0.00	0.00	0.00
<i>1% increase</i>						
	2020	1	2	3	4	5
Admin Assist		19.15	19.90	20.70	21.53	22.41
Maint Tech		19.20	19.94	20.70	21.45	22.22
Summer Seasonal		12.24	12.75	0.00	0.00	0.00
<i>Jan 1, 2020 - increase to employer pension of 8.5%</i>						
<i>2% increase</i>	2021	1	2	3	4	5
Admin Assist		19.58	20.34	21.11	21.96	22.86
Maint Tech		19.58	20.34	21.11	21.96	22.86
Summer Seasonal		12.49	13.01	0.00	0.00	0.00
<i>2% increase</i>						
	2022	1	2	3	4	5
Admin Assist		19.97	20.75	21.53	22.40	23.32
Maint Tech		19.97	20.75	21.53	22.40	23.32
Summer Seasonal		12.74	13.27	0.00	0.00	

