

# **COLLECTIVE AGREEMENT**

**between**

**QU'APPELLE VALLEY  
FRIENDSHIP CENTRE**

**and**

**THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL  
4372**

**From January 1, 2021 to December 31, 2023**

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## **PREAMBLE**

The purpose of this agreement is to maintain and improve harmonious relations and settled conditions of employment between the Employer and its employees; to define clearly the rates of pay and conditions of work; to provide for an amicable method of settling differences which may from time to time arise, and to promote the mutual interests of the Employer and its employees and the community they serve.

## **ARTICLE 1 – RECOGNITION**

### **1.01 Definition of the Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 4372 as the sole and exclusive collective bargaining agent for all its employees as per Article 1.04.

### **1.02 Work of the Bargaining Unit**

Persons who are not in the bargaining unit shall not perform functions **that** fall under the job description of those in the bargaining unit if the performance of such functions would result in the lay-off, displacement, or reduction in hours of a member of the bargaining unit.

### **1.03 No Other Agreements**

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

### **1.04 Scope**

This agreement shall apply to employees (as defined in Article 3) of the Qu'Appelle Valley Friendship Centre Corporation except **for** the Executive Director and/or the Executive Director Assistant.

## **ARTICLE 2 – RIGHTS OF THE EMPLOYEE**

### **2.01 Personal Rights**

The rules of employment shall be limited to matters **about** the work requirement of each employee's job description. Employees shall not be required to do personal work for the Employer.

## 2.02 **Right to Have Steward Present**

An employee shall have the right to have **their** Shop Steward present at any discussion of a disciplinary **or investigative** nature with the Employer. In addition, the Employer agrees to notify the employee and Shop Steward in advance of an interview for disciplinary **or investigative** purposes. The **Shop** Steward shall have the right to have a Canadian Union of Public Employees' representative present at any discussion with the Employer, which is disciplinary **or investigative**. The Employer is to provide the employee with the opportunity to arrange a time, if desired by the employee, to allow the Shop Steward to be present for any such discussions.

## 2.03 **Access to Personnel File**

**The Employer shall create personnel files and keep them up to date.** An employee shall have the right to review and photocopy **their** personnel file at any time the employee requests. The Employer shall not be permitted to release information about the employee without **their** prior knowledge and consent.

## 2.04 **Crossing of Picket Lines**

Employees shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees or refuse to handle goods from an Employer where a strike or lockout is in effect.

# **ARTICLE 3 – PERMANENT EMPLOYEES**

## 3.01 **Permanent Employees**

The Employer and the Union share the objective of providing permanent full-time employment and job security to the extent that it is possible.

3.02 An employee shall be considered a permanent employee after **they have** completed a probationary period commencing on the date that **they have** commenced employment and expiring one hundred and eighty (180) calendar days after the commencement of employment.

3.03 An employee shall be considered full-time when **they are** regularly employed as per Article 10.01.

3.04 An employee whose work assignment is for fewer than the full-time equivalent hours which are assigned to a position shall accumulate seniority and shall receive compensation and all benefits pursuant to this agreement on a pro-rata basis.

3.05 No other employees shall be hired, to result in the displacement, discharge, or lay-off of employees or fragmentation of vacant positions.

### 3.06 Term Employees

A term employee is any employee whose employment has a specific term for part-time or full-time work of more than four (4) months and less than six (6) months and is necessitated by releases as per the agreement.

### 3.07 Volunteers/Fine Option/Contracting Out/Work Placement Personnel

- a) Circumstances may arise where contracting out may be required. Under **the** mutual agreement with the Employer and Union, this may be allowed, and the Union would waive 3.07(b) and 3.07(c).
- b) The Employer agrees that work performed by those employees who are members of the bargaining unit will not be contracted out.
- c) Employees whose jobs are not in the bargaining unit shall not work in any job which is included in the bargaining unit, except for instruction, experimentation, or in emergencies when the performing of the operations in and of itself does not reduce the hours of work or pay of any employee.
- d) The Employer shall have the right to hire summer students, operate an approved work experience program for students in the post and secondary school system, and operate a Fine Option/Community Service and Volunteer-Placement Program.

Notwithstanding, **in** Article 3.06, such placement shall in no way affect the job security of the bargaining unit or reduce the hours of work.

#### e) Emergency Situation

In an emergency or unforeseen circumstance, the Employer shall have the discretion to contract out for short term issues as long as it is not on a long-term basis (not past one week without **the** agreement of the bargaining unit) and as long as all existing members are busy and there are no vacancies in the bargaining unit. **The Union shall be informed of the circumstances prior to any work being contracted out.**

## ARTICLE 4 – PROBATIONARY EMPLOYEES

- 4.01 The Employer is responsible for ensuring that an employee on probation is provided with adequate training fulfil the duties required of **their** position.
- 4.02 Probationary employees shall be subject to all applicable rights and privileges of this agreement.

- 4.03 The Employer agrees to advance to a probationary employee at the employee's request, one day's salary, at the discretion of the Employer, based on the next cheque run and available financing.

## **ARTICLE 5 – NO DISCRIMINATION/HARASSMENT**

### **5.01 No Discrimination or Harassment**

The Employer shall not discriminate against or harass any employee for any reason.

- 5.02 Discrimination and harassment shall be defined as any comment, behaviour and/or action that offends any employee/s.

- 5.03 The Employer agrees to take all reasonable steps to ensure that staff **members** have the right to work in an environment free from harassment or discrimination. Harassment or discrimination from representatives of the Employer or delegates or guests at meetings of the Employer shall be defined as complaints not related to work performance **The Employer shall ensure that the workplace policies are kept up to date.**

### **5.04 Harassment Grievances**

An employee who alleges **they have** been harassed may submit a grievance under the normal grievance procedure.

- 5.05 If the griever requests that the reporting structure with the alleged harasser be discontinued pending a final decision, this shall be granted.

## **ARTICLE 6 - DUTY TO ACCOMMODATE**

- 6.01 **Any duty to accommodate issues that impact any term or condition of this agreement shall be dealt with and mutually agreed upon between the parties at the local level.**

- 6.02 **In circumstances where an employee may be unable to perform the regular duties of their position due to a medically documented mental or physical disability, the Employer, the Union, and the affected employee will meet to discuss and exchange all relevant information regarding the existence and nature of the disability and, if necessary, options for the accommodation of the employee.**

- 6.03 **If a mutually acceptable accommodation cannot be reached, the Employer, the Union, and the employee shall work together to consider how the employee's disability can be accommodated. The affected employee shall participate and cooperate fully in the process.**

- 6.04 The Employer, Union, and employee agree to disclose all relevant information to each other.**
- 6.05 The parties, working with the employee and Executive Director, will make all reasonable efforts to return employees to their regular classification. To enable employees with disabilities to perform the core duties of their positions, any reasonable accommodation must be considered (i.e., modified duties, modified hours, special equipment, etc.).**
- 6.06 Should the employee not be able to be accommodated in their regular classification the parties will meet and cooperate in finding a reasonable accommodation in an alternate position (including modified duties, modified hours, special equipment, etc.).**
- 6.07 Any accommodation that impacts on terms or conditions of the collective agreement shall be mutually agreed upon between the parties at the local level.**
- 6.08 All reasonable accommodations within the bargaining unit will be exhausted.**

**The parties will be provided with only the medical information required to pursue a reasonable accommodation. This will include a written medical report that identifies the employee's readiness to return to work, restrictions as well as other medical or related information such as functional abilities evaluations, physical demands analysis, and ergonomic reports, etc.**

- 6.09 If the information provided does not clarify the medical restrictions, the parties can (through the employee) request that the medical professional provide further information or clarify the information provided.**
- 6.10 The parties may request an employee to have an independent medical assessment for accommodation purposes.**

## **ARTICLE 7 – UNION SECURITY**

### **7.01 Membership in Union**

The Employer agrees that all employees, as a condition of employment, shall become members of the Union.

Every employee who is now or hereafter becomes a member of the Union shall maintain **their** membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement in **their** employment, apply for and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain **their** membership or apply for and

maintain **their** membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

#### 7.02 **Representation**

The Employer shall provide the Union with a list of its executive members.

- a) The Union will also inform the Employer of its designated Shop Steward immediately following **their** election or appointment.
- b) The Employer will recognize the Shop Steward as the authorized representative of the Union.
- c) Employees will have the right to the assistance of representatives of CUPE in all discussions of a disciplinary/**investigative** nature or negotiations.

#### 7.03 **Union Dues**

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union or its members. Deductions shall be made from the payroll at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth day of each month following, accompanied by the list of all employees from whose wages the deductions have been made, including home address, telephone number, and salary. A copy of this list shall be forwarded by the Employer to the **national headquarters** of the Canadian Union of Public Employees. Union dues shall be recorded on the T-4 slip for income tax purposes.

#### 7.04 **Affiliation and Merger Protection**

In the event the Employer initiates merges or affiliates with another body, the Employer shall make every effort to ensure that:

- a) employees **are** credited with all seniority rights;
- b) all work and service presently performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit;
- c) conditions of employment and wage rates are not less than the provisions in effect under this agreement;
- d) no employees suffer the loss of employment;
- e) preference in **the** location of employment **shall** be determined by seniority and the Union has the right to participate in all discussions relating to the merger or affiliation.

## 7.05 Notice to the Union

Where notice or reply to the Union is required in fulfilment of the obligation in any clause of this agreement, such notice shall be in writing to the Shop Steward. As well, a copy shall be forwarded to the President of CUPE Local 4372. Failure to comply with this clause shall render the notice null and void.

## ARTICLE 8 – JOB DESCRIPTIONS

### 8.01 Staff Structure

The Employer and the Union agree that the guiding principle in day-to-day operations and the drawing up of job descriptions is that the management shall be structured as horizontally as possible. While an accountability relationship exists between some employees, no employees shall make hiring or firing decisions **that** affect other employees.

### 8.02 Job Descriptions

Whenever the Employer creates job descriptions for new positions, it agrees to negotiate wages and hours of work in conjunction with the Union **concerning** Article 18.02(3).

New job descriptions shall be **shared with the Union as new positions are introduced into the workplace.**

Existing job descriptions **shall be reviewed yearly on or about July 15<sup>th</sup> each year and** may be amended by mutual agreement of the Employer and Union.

## ARTICLE 9 – SENIORITY

9.01 Seniority is defined as the length of employment with the Employer.

- a) Appointments to vacant and new positions shall be prioritized based on the most senior employee within the bargaining unit.
- b) Employees with the most seniority shall have priority respecting layoff, recall, and vacation schedule.
- c) Seniority for all employees shall be calculated from the date of hire.

9.02 The Employer shall maintain a seniority list showing the date upon which employment commenced. An up-to-date seniority list shall be sent to the Union and distributed to employees in March of each year.

- 9.03 An employee shall only lose **their** seniority if **they**:
- a) is discharged for just cause and is not reinstated;
  - b) voluntarily terminates from their employment;**
  - c) fails to notify the Employer of **their** intention to return to work within **fourteen (14)** days following the receipt of recall notice; or
  - d) is on layoff for eighteen (18) months or more;
  - e) has retired.**

## **ARTICLE 10 – PAYMENT OF WAGES AND ALLOWANCES**

### **10.01 Payment of Wages**

The Employer shall pay wages by every second **Thursday (4:30 pm)**, (26 per annum) following the employee's established wage as per Appendix I.

Employees shall be provided once each month with an itemized statement of **their** earnings and deductions.

- 10.02 In the event of negligence on the part of the Employer, the Employer shall pay to all employees twenty (\$20.00) dollars per business day over and above their wages for each business day the employees incur that is past the day which is provided for in 10.01.

- 10.03 The Employer, upon the employee's written request, shall issue any cheque which falls due during the employee's vacation period or **leaves** of absence before this period commencing.

### **10.04 Travel Allowance**

Per diems for travel, accommodations, and fees outside the Town of Fort Qu'Appelle shall be advanced, upon the request of an employee.

- 10.05 All per diem expenses, including rates for mileage, meals, and hotels shall be consistent with the standard federal government rates and may increase from time to time as increased within government.

### **10.06 Vehicle Allowance**

All employees who use their vehicles on work-related activities at the request of the Employer will receive the standard government rate.

## **ARTICLE 11 – HOURS/OVERTIME**

### **11.01 Hours of Work**

All permanent employees shall work **forty (40) hours** per week, Monday to Friday from **8:30 am to 5:00 pm**. Extended hours to accommodate drop-in programming shall **remain flexible depending on programming needs**. Flex hours may be established by mutual agreement based on programming needs.

11.02 Employees may take one-half hour or longer unpaid lunch break, upon mutual agreement.

11.03 Full-time **and part-time** employees shall receive an earned day off every one hundred and **twenty (120) hours**.

11.04 Part-time staff shall earn time-off on a pro-rata basis and by mutual agreement.

11.05 The Employer shall authorize all overtime **over forty (40) hours** per week. The Employer, however, agrees that if prior approval is not practical due to program delivery needs, this may be waived by mutual consent.

11.06 All approved overtime **over forty (40) hours** per week shall be compensated for as time in lieu at the rate of one and one-half (1 ½) hours for each hour worked.

## **ARTICLE 12 – SOCIAL BENEFITS**

12.01 An employee who has been sexually assaulted on the job shall be entitled to utilize the appropriate amount of regular sick time, and then, if eligible, may apply for disability coverage.

12.02 The Employer shall maintain benefits for all eligible positions (which receive sufficient funding for benefits) subject to an annual review. The premium shall be paid by way of the following formula - 60% Employer/40% employee - and shall encompass:

- An established pension plan or RRSP
- Life Insurance
- Short & Long Term Disability
- Accidental Death & Dismemberment
- Enhanced Medical
- Dental Coverage

New eligible employees are not eligible for benefits until they have passed their six **(6)** month probation period. Application for benefits for eligible employees is to be submitted by the Employer so that benefits will commence as soon as possible following the completion of the six **(6)** month probationary period.

## **ARTICLE 13 – HEALTH AND SAFETY**

- 13.01 The Employer and the Union agree to cooperate in improving the safety and occupational health of the employees and in educating the employees in proper (standard) safety practices and procedures.
- 13.02 The parties agree to establish an Occupational Health and Safety Committee **and schedule monthly meetings.**

## **ARTICLE 14 – STATUTORY HOLIDAYS**

### **14.01 Statutory Holidays**

|                  |   |
|------------------|---|
| New Year's Day   | Labour Day  |
| Family Day       | Thanksgiving Day  |
| Good Friday      | Remembrance Day   |
| Easter Monday    | National Aboriginal Day ( <b>June 21st</b> )              |
| Victoria Day     | Christmas Day   |
| Canada Day       | Boxing Day  |
| Saskatchewan Day | <b>First Nations Unity Day (November 12<sup>th</sup>)</b> |

- 14.02 At any time when the Employer decides to close the Centre on scheduled shift times, the employee shall be paid.
- 14.03 All days between Christmas eve (Dec. 24) and the New Year's Day holiday shall be time off with pay.

### **14.04 Compensation for Statutory Holidays**

- a) Should an employee agree to a request by the Employer to work on a statutory holiday, the employee shall accumulate double time (2X) for the time worked.
- b) **If** a statutory holiday falls on a Saturday or a Sunday, the previous Friday or Monday following shall be considered the holiday.
- c) If a statutory holiday falls within the vacation period of an employee, the employee shall receive an extra day's vacation.
- d) Less than full-time employees shall receive statutory holiday pay/time-off based on hours worked in the twenty-eight calendar days preceding the holiday divided by twenty.

## ARTICLE 15 – VACATIONS

15.01 Employees shall be entitled to annual vacation with pay on the following basis:

All employees shall earn one and one-quarter days of holidays per month for the first four years of employment.

15.02 In the fifth (5<sup>th</sup>) year of employment, an employee shall be entitled to four (4) weeks of vacation. After the tenth (10<sup>th</sup>) year of full-time employment, the employee shall be entitled to five (5) weeks of vacation. **After the fifteenth (15<sup>th</sup>) year of full-time employment, the employee shall be entitled to six (6) weeks of vacation. After the twentieth (20<sup>th</sup>) year of full-time employment, the employee shall be entitled to seven (7) weeks of vacation. After the twenty-fifth (25<sup>th</sup>) year of full-time employment, the employee shall be entitled to eight (8) weeks of vacation. This may be dependant on program budgets.**

15.03 Part-time staff shall earn vacation on a pro-rata basis.

15.04 An employee shall take **their** annual holidays in advance of the expiration of funding for **their** program (30 days in advance). If the employee is not provided with an opportunity to take this time off before funding expires, the Employer shall pay out the outstanding holidays.

**15.05 Employees may carry over (bank) one week of vacation time or request a partial payout depending on the availability of funds.**

**15.06 Employees will indicate their choice of annual vacation by March fifteenth (15<sup>th</sup>) of each year. Vacation schedules shall be confirmed no later than April fifteenth (15<sup>th</sup>). Such approval will not be unreasonably withheld. The vacation entitlement contained herein shall be taken by all employees annually. Subject to the provision that the employees may make application to the Employer to carry over the entitlement of one week to the following year. The Employer will monitor the vacation usage and meet individually with employees to ensure there is a plan to use their vacation entitlement.**

15.07 Vacations shall be scheduled **based on** seniority.

15.08 The Employer and employees shall co-ordinate the vacation schedule by March 31<sup>st</sup> of each year, the schedule is subjected to the approval of the Employer. Such approval shall not be unreasonably withheld.

**15.09 Employees working less than full-time hours may, upon request, receive paid vacation (3/52 or 4/52 or 5/52) annually, (subject to the availability of funds).**

## ARTICLE 16 – SICK LEAVE PROVISIONS

16.01 The Employer shall pay the employee's rate of pay until the employee becomes eligible for short-term disability (14 days waiting period – as per insurance policy), providing the employee has the available accumulated sick leave. Any staff with more than 14 days accumulated on the date of the signing of this agreement may retain their earned sick days to a maximum of 30 days until these days are utilized.

### Pressing Necessity

An employee can take up to fifteen (15) accumulated sick days for pressing necessity by mutual agreement. Pressing necessity shall include coverage for compassionate care reasons.

16.02 Employees shall, at the request of the Employer, provide a certificate from a medical practitioner for any illness **more than three (3) working days** including the illness of a family member.

16.03 **An employee shall receive the following paid leave to attend funerals for immediate family members:**

a) **Seven (7) days if out of province**

b) **Five (5) days if in the province**

16.04 **Bereavement Leave**

**Upon request on the death of a family member as herein defined an employee shall be granted bereavement leave with pay from scheduled work occurring between the date of death and two days after the funeral as follows.**

a) **Five regularly scheduled working days in the event of the death of an employee's spouse (including same sex), common law spouse, parent, mother-in-law, father-in-law, grandchild, brother, sister, child, stepchild, fiancé, former guardian, or someone with whom they have had an equivalent relationship.**

b) **Three regularly scheduled working days in the event of the death of an elder grandparent, great grandparent, spouses, grandparents, sister-in-law brother-in-law, son-in-law, daughter-in-law, niece, nephew, or someone with whom they had an equivalent relationship with and any other relative for whom an employee is required to administer bereavement responsibilities.**

**Where an employee is required to travel outside of the province, they will be entitled to seven (7) days bereavement leave for any family member listed in a) and b) above.**

**Employees may use up to three (3) sick days or use vacation hours if more time is needed.**

**16.05 Employees shall be paid for days they are unable to come to work from out of town due to poor visibility, or poor road conditions during the winter season. This shall be determined by the executive director.**

**16.06 Employees ineligible for short-term/long-term disability shall earn ten (10) hours of sick leave per 160 hours worked. The unused portion of an employee's sick leave shall accrue for the employee's benefit up to a maximum of one hundred and thirty-two (132) hours.**

## **ARTICLE 17 – LEAVE OF ABSENCE**

### **17.01 Union Business**

The Employer agrees to grant representatives of the Union, upon three days written notice, temporary unpaid leave of absence from their employment to carry out negotiations or to attend to other Union responsibilities except as following *The Saskatchewan Employment Act*.

### **17.02 Leave for Public Duty**

An employee who is elected to a full-time position with the Union or who is elected to public office shall be granted an unpaid leave of absence, without loss of seniority, for a period of up to eighteen (18) months. Such leave may be renewed upon mutual agreement.

### **17.03 Maternity/Parental/Adoption Leave**

**An employee shall be entitled to maternity, parental, and or adoption leave following *The Saskatchewan Employment Act*.**

### **17.04 Jury or Court Duty**

The Employer should not be subject to paying for public duties unless the law requires that the Employer must do so.

In the event the Employer must pay, upon presentation of the subpoena or summons, the Employer shall grant paid leave of absence to an employee who serves as a juror or witness in any court for the period such summons or subpoena requires.

**17.05 An employee who receives wage loss benefits from the Saskatchewan Government Insurance Corporation or a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 15 up to the amount of:**

- a) Benefits received from **the** Employer as sick leave under Article 15.01; or
- b) Benefits received from the Saskatchewan Government Insurance Corporation or a court action designated as compensation for loss of wages, whichever is less.

#### 17.06 **General Leave**

The Employer agrees to grant an employee one of two forms of general leave of absence of up to one year. By mutual agreement, such leave may be extended. The two forms of leave are as follows:

- a) **Developmental Leave:** where an employee wishes to acquire additional skills, knowledge, and experience **for work related to Qu'Appelle Valley Friendship Centre**. This leave shall be without pay.
- b) **Personal Leave:** pertains to matters other than personal illness or extends beyond pressing necessity. The personal leave would be granted to employees for personal reasons. Employees taking personal leave are to first use any accumulated time-in-lieu and then holidays. Beyond this, any additional leave granted shall be without pay.

#### 17.07 **Education Leave**

The Employer agrees to grant an educational leave of up to one year to anyone who has worked for the Employer for at least **two (2) years**. Request for this leave would have to be made by the employee in writing to the Employer at least 30 days **before** the commencement of the educational program. By mutual agreement, such leave may be extended.

#### 17.08 **Domestic Violence and Employee Safety**

- a) **The Employer and the Union recognize that situations of violence or abuse in an employee's personal life can affect their attendance or performance at work. The parties further recognize that victims are often reluctant to disclose because of the stigma associated with domestic violence and the fear of gossip, not being believed, job loss, and other negative outcomes; that perpetrators are often skilled at hiding and rationalizing their abusive behaviour; and that privacy arguments are often used to cover up violence that occurs in intimate relationships. For these reasons, the parties pledge their support to employees impacted by domestic violence and agree to the following:**
  - i. **An employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance was determined to be caused by an abusive or violent situation.**

- ii. **Workers experiencing domestic violence are entitled to five paid days and five unpaid days as per *The Saskatchewan Employment Act*. Leave shall be granted up to sixteen (16) hours paid leave for attendance at appointments, legal proceedings, and any other necessary activities. This leave will be a part of sick leave entitlements and may be taken as consecutive or single hours, without prior approval and may require short notice.**
- iii. **In addition to ii) above absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay not to exceed thirty (30) calendar days.**

**b) Privacy, Confidentiality and Disclosure Information**

**The Employer and the Union agree that requests and inquiries must be done carefully to balance the safety and privacy of the employee, and that privacy and confidentiality should be maintained to the furthest extent possible. As such, the parties agree to the following:**

- i. **Requests submitted under the terms of this article will be treated as confidential by the Employer. All personal information concerning domestic violence will be kept confidential and no information will be kept on the employee's personnel file pertaining to the domestic violence situation without their express written permission.**
- ii. **Information will only be disclosed on a "need to know" basis to protect confidentiality while ensuring worker safety. Notwithstanding, Police are in a unique role as both Employer and investigator to potential criminal acts and may be required to disclose information to parties involved in the criminal investigation and prosecution.**
  - a. **The parties will not disclose more personal information than is reasonably necessary to protect workers from injury and will share information only with those who need to know.**
  - b. **Information will only be shared in potentially dangerous situations, for threat assessment, for safety planning, and for the effective implementation of protective orders, such as limiting public access in certain circumstances.**

**The Employer will provide mechanisms for workers to report incidents and risks of domestic violence.**

#### **17.09 Quarantine**

**Any time lost as a result of:**

- a) immunization required by the Medical Health Officer following the Saskatchewan Immunization Manual or the Canadian Immunization Guide; or**
- b) quarantine as determined by the Medical Health Officer; or**
- c) being prohibited from working by the Employer as a result of exposure to an infected disease as a result of their employment shall not result in loss of pay or reduction of the employee's sick leave credits.**

**In the case of other than full-time employees, wages shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time lost or date of hire whichever is greater.**

**No employee will be required to consent to any immunizations to maintain their employment.**

### **ARTICLE 18 – CORRESPONDENCE**

18.01 All correspondence between the Employer and the Union, relating to this agreement, shall be to the President or designate. A copy of any correspondence between the Employer and an employee, to which this agreement pertains, shall be forwarded to the President, or designate.

### **ARTICLE 19 – LABOUR MANAGEMENT COMMITTEE**

19.01 A Labour Management Committee shall consist of three representatives of the Union and three representatives of the Employer. The Labour Management Committee shall meet as frequently as practicable.

19.02 The responsibilities of the Labour Management Committee shall include the following:

- a) Consider the activities of the Employer and employees to foster good industrial relations;**
- b) Promote good working conditions;**
- c) Monitor existing job descriptions;**

- d) Recommend to the Union and the Employer action following upon the work of the committee.

19.03 Proposals of the Labour Management Committee shall be subject to ratification by the Board of Directors and the Union, recorded in writing, and signed by a representative of the Employer and the Local.

## ARTICLE 20 – GRIEVANCE

### 20.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, or alleged violation of any article of this agreement or the Employer's policies, or any legislation.

### 20.02 Grievance Procedure

Grievances shall be dealt with in the following manner:

**Before the Union filing a grievance, the Union shall first meet with the Employer to discuss and try to resolve the dispute. If unsuccessful, a grievance will then be filed following Step 1.**

Step 1: The Union shall file a written grievance form with the Employer. The grievance shall state the details and nature of the grievance. As well, the grievance shall specify the remedy sought. The griever has the right to be present at the meeting between the Union and the Employer's designated out-of-scope supervisor. This meeting shall occur no later than **five (5)** working days after the grievance was filed. The person responding to the grievance shall submit a detailed written response to the Union within two days after the meeting has occurred under step 1.

Step 2: Failing settlement within **five (5)** working days after the meeting has occurred under step 1, the Union may submit the grievance and present its case to designates of the Executive Board of the Centre which must occur within **five (5)** working days of submission. The Board will communicate its decision in writing within **ten (10)** working days of such presentation.

or Step 2: The Union and Employer may agree to the Grievance Mediation process of the Saskatchewan Labour Relations Board or any other dispute resolution mechanism **to resolve** the dispute. If an agreement has been made for this process, the mediation or alternative process must take place **following *The Saskatchewan Employment Act.***

Step 3: Failing a settlement under Step 2, the Union may refer the matter to arbitration within fourteen (14) days.

20.03 The time limits may be extended by mutual agreement.

20.04 After a grievance has been initiated by the Union, the Employer shall not discuss the grievance with the grievor without the consent of the Union.

20.05 The parties agree to disclose to one another all pertinent information upon which they intend to rely in arbitration. The disclosure shall occur at least forty-eight (48) hours in advance of the hearing.

20.06 **Precedent**

If the Union, an employee, or group of employees, choose to withdraw a grievance at any stage, such action or lack of action shall be without prejudice.

## **ARTICLE 21 – ARBITRATION**

21.01 Where a grievance is being referred to arbitration following Step 3, the parties shall, **within twenty-one (21) calendar days, attempt to agree to appoint a single arbitrator.**

21.02 Once an arbitrator has been selected, the arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time, and date for the hearing.

21.03 Where the **parties are unable to agree to an arbitrator** within sixty (60) days specified, either party shall request, in writing, to the Minister of Labour **to** appoint an arbitrator.

21.04 The parties shall jointly bear the expenses of the arbitration.

21.05 Should the parties disagree as to the meaning of the decision of the arbitrator, either party may apply to the arbitrator within fourteen (14) days to clarify the decision.

21.06 The time limits may be extended by mutual agreement.

21.07 **Procedural Irregularities**

An arbitrator shall have the power to waive procedural irregularities in the process of a grievance or reply to determine the real matter in dispute.

## **ARTICLE 22 – DISCIPLINE OF EMPLOYEES**

### **22.01 Progressive Discipline**

The Employer endorses the concept of progressive discipline in situations of poor performance by an employee to duties as outlined in the job description.

### **22.02 Principle of Innocence and Burden of Proof**

Both parties agree that an employee is considered innocent until proven guilty. In case of discharge or discipline, the burden of proof of just cause shall rest with the Employer. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee.

### **22.03 Informal discussion**

There shall be an informal step **that** the Employer may pursue. The informal step shall be held in an open and positive environment. The Employer shall have the ability to discuss with the employee any issue and the discussion under this process shall be non-grievable. The employee shall have the right to have the Union represent them but must be in attendance at this meeting. There shall be no documentation or notes kept at this meeting **that can** be used in the formal process.

The informal discussion may take place on more than one occasion if unrelated problems surface.

If the Employer foregoes the informal step, the Employer must meet with the employee's Union representative to indicate its dissatisfaction. The dissatisfaction shall be put in writing. The employee has the right to respond in writing.

### **22.04 Reprimand**

If an employee is formally reprimanded concerning unacceptable conduct or performance, it will be done with the Shop Steward present. A written notice including particulars of the work performance or behaviour, which led to such dissatisfaction, will within ten (10) working days of the reprimand be forwarded to the employee, with a copy to the Union. If this procedure is not followed, the reprimand may not be used against the employee in a warning or dismissal procedure. An employee may respond in writing to the reprimand, and **the** response will become part of the employee's record. Reprimands issued will be removed from the employee's file after two (2) years of subsequent employment during which no formal disciplinary action is taken.

### **22.05 Written Warning**

An employee whose services are unsatisfactory shall be given a written warning in the presence of the Shop Steward and the Chair of the Grievance Committee and a copy of

the written warning will be forwarded to the Union. The Union will be notified of the issuing of such a warning (Article **22.04**) forty-eight (48) hours (two working days) in advance of the warning being given to the employee. From the date the written warning is given, the employee shall be given sixty (60) calendar days in which to achieve a satisfactory standard. The Union has the right to investigate from the date this warning is given. From the expiration of the thirty (30) day period, the Employer shall have seven (7) calendar days in which to consider the employee's standard of performance during the trial period. The employee shall, within the seven (7) day period, receive notice in writing, with a copy to the Union that either (a) the employee's services during the thirty (30) day period were considered satisfactory, or (b) that the employee's performance was considered unsatisfactory, and that the employee is suspended.

From the date an employee is suspended, seven (7) calendar days shall be allowed for Union investigation. Upon the expiration of seven (7) days, the suspension will become a dismissal unless a grievance is filed by the Union. If the grievance is upheld or the written warning is withdrawn, the employee will be reinstated and will suffer no loss of pay for the period suspended and the written warning will be removed from the employee's file. A written warning and related follow-up issued **under** this clause will be removed from the employee's file after four (4) years of subsequent employment during which no formal disciplinary action is taken.

#### **22.06 Suspension**

The Employer reserves the right to suspend an employee for just cause. Confirmation of the action taken by the Employer will be conveyed to the employee in writing as soon as possible, with a copy of the letter to the Union. If the Union considers the action unjustified, it shall have, from the date the suspension begins or the notice is received by the Union, whichever is later, fourteen (14) days in which to file a grievance. Letters will be removed from the employee's file after four (4) years of subsequent employment during which no formal disciplinary action is taken.

The record of an employee shall not be used against him/her at any time after **twenty-four (24)** months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Failure to grieve previous discipline or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

#### **22.07 Dismissal**

The Employer reserves the right to dismiss an employee for just cause, so long as the proper procedures (i.e., progressive discipline, as appropriate, as outlined in this agreement) have been followed. The employee shall be suspended for seven (7) calendar days during which time the Union shall have an opportunity to investigate the circumstances and state its case.

On request, the Union will be given an additional period of seven (7) calendar days for investigation purposes. If a grievance from the Union is not presented to the Employer within seven working days beyond the dismissal date, the employee will be dismissed. If a grievance is submitted and no just cause has been proved, the employee shall be reinstated without loss of pay. Confirmation of the action taken by the Employer will be conveyed to the employee in writing. A copy of the letter will be sent to the Union office.

#### **22.08 Employer Failure to Comply**

If the procedure in **22.05** is not followed, such expression of dissatisfaction shall not become part of **their** record for use against the employee **concerning** discharge, discipline, or other related matters. This article shall **apply** to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to **their** work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of **their** record.

### **ARTICLE 23 – EDUCATIONAL ALLOWANCE**

#### **23.01 Educational Allowance**

The Employer shall pay the following costs for employer-approved courses, seminars, or workshops: course fees, books, and supplies and may pay for transportation, childcare, food, and accommodation, **also** it may grant paid leave.

**23.02** The Employer shall pay for educational leave for exams or registration as required by an educational institution or employer-approved courses.

### **ARTICLE 24 – STAFF CHANGES**

#### **24.01 Job Postings**

When a vacancy occurs or a new position is created, the Employer shall post the position for two (2) weeks in advance of **the** closing date for filling the position, on the Union bulletin board. No outside advertising of any vacancy shall be placed until the applications of present Union members have been fully processed.

**24.02** Job postings shall contain the following description: qualifications, hours of work, wage, and any other hiring criteria as determined by the Employer. All job postings shall state, "The Employer is an equal opportunity Employer" and shall indicate the position is unionized.

**24.03** All employees shall be considered first for all open positions. Where any employee applies for any given position, the Employer shall take into account the applicant(s)' qualifications.

**24.04** Determination of qualifications shall be based on the employee's qualifications as disclosed at the time of application.

When more than one employee has the qualifications for any given position, the position shall be awarded to the applicant with the greatest seniority.

**24.05** Seniority shall determine, within the bargaining unit, priority for appointments to vacant and new positions of part-time programming hours on the condition that the person has the qualifications.

**24.06** An employee who is a successful applicant for the vacant position shall complete a trial period beginning on the date of commencement of work in the new position and expiring after ninety (90) days from the commencement of work in the new position. If the Employer or the employee is not satisfied during the trial period, the employee shall return to their former position upon two (2) week's notice. Any other employee transferred as a result of the rearrangement of positions may also return to their former position.

**24.07** The Employer shall supply the Union with a bulletin board that is accessible to all employees in a common area of the shop.

## **ARTICLE 25 – REPRESENTATIVE WORKFORCE**

**25.01** The Qu'Appelle Valley Friendship Centre and CUPE Local 4372 are committed to the concept of a representative workforce strategy to overcome under-representation in the workforce.

Both parties agree to enhance employment opportunities and equality of treatment for persons of Aboriginal ancestry.

### **25.02 Union Notification**

The Union shall be notified in writing of all hiring, layoffs, transfers, recalls, and terminations of employment.

## **ARTICLE 26 – TECHNOLOGICAL CHANGES**

### **26.01 No Dismissal**

An employee who is displaced from **their** job by technological change will have full opportunity to displace or fill vacancies **following** the provisions of the collective agreement or the opportunity as provided by the pertinent sections in *The Saskatchewan Employment Act* related to training and new technology.

## **ARTICLE 27 – LAYOFFS AND RECALL**

**27.01** A layoff shall be defined as a reduction in the workforce, due to a shortage of work, either in the number of employees or in the regular hours of work of any employee(s).

**27.02** An employee laid off shall be the junior employee in the classification. Such employee shall have the option of accepting the layoff or bumping a junior employee in another classification provided that the employee has the qualifications for such a position.

**27.03** All employees who have been laid off shall have access to all vacancies through the internal hiring process. The Employer will send a copy of all postings to the last known address of each employee.

**27.04** New employees shall not be hired until those laid off have been given an opportunity of recall. Employees shall be recalled in order of their seniority as long as they have the qualifications to perform the position.

**27.05** If the Employer is unable to provide comparable work for an employee displaced as a result of a layoff, the employee shall be given four (4) weeks notice or four (4) weeks pay in lieu of notice pay at their current salary. The Employer shall endeavour to provide four (4) week's notice of layoff.

## **ARTICLE 28 – ADDITIONAL EMPLOYMENT**

**28.01** The Employer will allow employees to take on or maintain employment in addition to their duties for the Qu'Appelle Valley Friendship Centre, Inc., so long as it does not interfere with the employee performing the duties as required by the Employer. If the employee has a scheduling conflict between outside work and work for the Employer, the first priority will be to the Employer.

## **ARTICLE 29 – TERMS OF AGREEMENT**

### **29.01 Duration**

This agreement shall be binding and remain in effect from **January 1, 2021, until December 31, 2023**. Any changes deemed necessary may be made by mutual agreement at any time during the existence of this agreement.

**29.02** No less than **sixty (60)** and not more than **one hundred and twenty (120)** days before the expiry date of this agreement, either party may serve notice in writing of the intent to negotiate a revision of this agreement.

**29.03** Failing agreement by December 31, **2023**, this agreement and all its terms may continue in force until a new agreement is executed.

**29.04** An employee who has ceased to be employed with the Qu'Appelle Valley Friendship Centre, Inc. between the termination date of this agreement and the effective date of the new agreement shall receive retroactively any wage increase that applies to the period they were employed during this time frame.

### **29.05 Statutory Changes**

If changes to any law or regulation invalidate any portion of this agreement, the articles affected shall be opened for negotiation. The agreement shall not be invalidated.

### **29.06 Copies of the Agreement**

The Union and the Employer desire every employee and member of the Employer to be familiar with the provisions of this agreement, **their** rights, and duties under it.

### **29.07 Bargaining Committee**

The Bargaining Committee shall be made up of three representatives of the Employer and three representatives of the Union. Bargaining Committee meetings shall be held at a mutually agreed upon time and place.

## APPENDIX 1

### 1. Base Wage Rate:

**Effective January 1, 2021:**

| <b>Classification</b>   | <b>Start per hour</b> |
|---|-----------------------|
| <b>Executive Assistant</b>                                    | <b>\$16.87</b>        |
| <b>Finance &amp; Accounting</b>                               | <b>\$22.87</b>        |
| <b>Fort Indigenous Crime Prevention Coordinator</b>           | <b>\$25.00</b>        |
| <b>Youth Mentor Crime Prevention (#1)</b>                     | <b>\$20.00</b>        |
| <b>Youth Mentor Crime Prevention (#2)</b>                     | <b>\$17.00</b>        |
| <b>Indigenous Shelter Diversion Coordinator Reaching Home</b> | <b>\$25.00</b>        |
| <b>Cultural Engagement Coordinator Program Services</b>       | <b>\$23.00</b>        |
| <b>Fine Options Agent</b>                                     | <b>\$19.73</b>        |

- The Union shall have the right to provide recommendations to the Centre for all proposed block funding relating to wages. Failing any recommendations forthcoming from the Union, the Centre shall include a 5% increase in all proposals for block funding related to wages. Any increases granted by individual funders for specific positions from year to year shall be automatically applied to the positions.
- Subject to funding**, full-time employees shall **annually** receive, in addition to their regular cheque, a Christmas allowance of **up to** two hundred dollars (\$200.00) before the Christmas shutdown periods. **This amount shall be pro-rated for part-time employees.**
- Notwithstanding the provisions of the above or Article **28.01** (i.e., duration of the agreement), in the event additional funding becomes available for the **2021-2023** fiscal years, the parties agree to open this agreement **each April after funding has been secured** only for the negotiating of the wage rates in the collective agreement **and to negotiate the cost-of-living wage increase for each year.** Either party intending to enter into such negotiations as above shall be required to serve the other party with written notice of intent; and that upon being served with notice, shall meet with the other party within one (1) month's time. It is understood and agreed that in such event, all other provisions of this agreement shall remain in full force and effect.

### 5. Job Descriptions

**Job descriptions must be reviewed and updated by April 1<sup>st</sup> of each year.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

For Qu'Appelle Valley  
Friendship Centre:

For CUPE Local 4372:

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