



COLLECTIVE AGREEMENT

BETWEEN

**THE PRINCE ALBERT AND DISTRICT
COMMUNITY SERVICE CENTRE INC.**

AND

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES**

LOCAL 2182

October 1, 2019 – September 30, 2025

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – INTERPRETATIONS	2
1.01 Bargaining Committee.....	2
1.02 Bargaining Unit.....	2
1.03 Board.....	2
1.04 Casual Employee.....	2
1.05 Centre.....	2
1.06 Chief Executive Officer (CEO).....	2
1.07 Collective Agreement or Agreement.....	2
1.08 Contract.....	2
1.09 Dependent.....	2
1.10 Division.....	2
1.11 Division Head.....	2
1.12 Employee.....	2
1.13 Employer.....	2
1.14 Full-Time Employee.....	3
1.15 Immediate Family.....	3
1.16 Member.....	3
1.17 Mutual Agreement.....	3
1.18 Parties.....	3
1.19 Part-Time Employee.....	3
1.20 Permanent Employee.....	3
1.21 Policy Grievance	3
1.22 Significant Other.....	3
1.23 Term Employee	3
1.24 Time Off in Lieu/TOIL.....	3
1.25 Union.....	3
1.26 Worker.....	3
ARTICLE 2 – SCOPE	4
ARTICLE 3 – UNION SECURITY	4
3.01 Recognition.....	4
3.02 Representatives.....	4
3.03 Work of the Bargaining Unit.....	4
3.05 Non-Discrimination.....	5
3.06 Refusal to Cross Picket Lines.....	5
3.07 Union Membership.....	5
3.08 Check-Off.....	5

3.09	Income Tax (T-4) Slips	6
3.10	New Employees	6
3.11	Temporary Out-of-Scope Appointments.....	6
3.12	Bulletin Boards.....	6
3.13	Union Meetings	6
3.14	Use of the Employer's Facilities and Technology	6
ARTICLE 4 – LABOUR/MANAGEMENT RELATIONS		7
4.01	Function of Bargaining Committee.....	7
4.02	Committee to be Heard.....	7
4.03	Contact at Work.....	7
4.04	Stewards	7
4.05	Meeting the Centre.....	7
4.06	Without Loss of Pay	7
4.07	Resolutions of the Board	7
ARTICLE 5 – HARASSMENT		8
5.01	Policy Statement on Harassment	8
5.02	Harassment Definition.....	8
5.03	Sexual Harassment Definition	8
5.04	Rights of Victims	9
5.05	Procedure to Follow if You are Harassed	9
5.06	What to do if You are Accused of Harassment.....	10
5.07	Formal Complaint	10
5.08	Resolution and Corrective Action.....	10
5.09	Formal Complaints to Outside Agencies	11
5.10	Action if Alleged Harasser is Not Under the Direction of the Employer	11
ARTICLE 6 – HEALTH AND SAFETY		11
6.01	Occupational Health and Safety Committee	12
6.02	Worker Training in Health and Safety	13
6.03	Protection From Hazardous or Dangerous Work	14
6.04	Right to Refuse to Work if a Job is Unsafe or Unhealthy	14
6.05	No Discipline	14
6.06	Working Alone	14
6.07	Prohibition Against Speed Up.....	14
6.08	First Aid	15
6.09	Smoke-Free Work Area.....	15
ARTICLE 7 – SENIORITY		16
7.01	Definition	16
7.02	Working For Others	16
7.03	Loss of Seniority.....	16

ARTICLE 8 – JOB CLASSIFICATION AND RE-CLASSIFICATION	17
8.01 Maintaining a Classification Plan	17
8.02 Changes in Classification.....	17
8.03 Changes in Pay Range	17
8.04 Downward Classification	18
ARTICLE 9 – APPOINTMENTS AND STAFF CHANGES	18
9.01 Notices	18
9.02 Applications	18
9.03 Union Notification	18
9.04 Union Observer in Hiring Process.....	19
9.05 Filling Vacancies.....	19
9.06 Employee Notification	19
9.07 Probation Periods	19
ARTICLE 10 – LAYOFF AND RECALL.....	20
10.01 Definition of Layoff	20
10.02 Role of Seniority in Layoff.....	20
10.03 Recall List	21
10.04 Length of Recall.....	21
10.05 Recall Procedure.....	21
10.06 No New Employees.....	21
10.07 Notice of Recall.....	21
10.08 Seniority of the Recalled Workers.....	21
10.09 Notice of Current Address	22
10.10 No Promotions.....	22
10.11 Increments.....	22
10.12 Trial Period.....	22
ARTICLE 11 – DISCIPLINE, SUSPENSION, DISMISSAL	22
11.01 Notice.....	22
11.02 Progressive Discipline	22
11.03 Discipline Procedure	23
11.04 Burden of Proof	23
11.05 Records of Employees.....	23
11.06 Adverse Report	23
11.07 Reprimand	23
11.08 Suspension	24
11.09 Review of Employee Discipline File	24
11.10 Re-Instatement of Rights	24
ARTICLE 12 – GRIEVANCE PROCEDURE AND ARBITRATION.....	24

12.01	Definition	24
12.02	Justice and Dignity	25
12.03	Grievance Procedure	25
12.04	Extension of Time Limits	25
12.05	Policy Grievances	26
12.06	Evidence Limitation	26
12.07	Arbitration Procedure – Establishment and Composition of an Arbitration Board	26
12.08	Procedure of an Arbitration Board	26
12.09	Decision of an Arbitration Board	27
12.10	Expenses of an Arbitration Board	27
ARTICLE 13 – HOURS OF WORK – EXCEPT TRANSPORTATION PROGRAMS.....		27
13.01	Hours of Work.....	27
13.02	Schedule of Work.....	27
13.03	Overtime	28
ARTICLE 14 – HOURS OF WORK – TRANSPORTATION		28
14.01	Drivers – Hours of Work.....	28
14.02	Overtime – Transportation Department.....	29
14.03	Shift Length.....	29
14.04	Sick Leave, Absence and Vacation Cover-Off for Drivers	29
14.05	Dispatch	30
ARTICLE 15 – JOB SHARING		31
15.01	Definition of Job Sharing Position.....	31
15.02	Driver Coverage	31
15.03	Salary.....	32
15.04	Sick Benefits.....	32
15.05	Seniority	32
15.06	Leave of Absence	32
15.07	Other Benefits.....	32
15.08	Earned Vacation Time.....	32
15.09	Time in Lieu.....	32
15.10	Resignation and Termination	32
15.11	Earned Increments and RRSP	33
15.12	Casual Shifts	33
ARTICLE 16 – TRAVEL ALLOWANCE		33
16.01	Automobile	33
16.02	Meal Allowance – Transportation	33
16.03	Accommodation.....	33
ARTICLE 17 – DESIGNATED HOLIDAYS.....		34

ARTICLE 18 – VACATIONS	35
18.01 Definition	35
18.02 Vacation Credits.....	35
18.03 Vacation Schedules.....	35
18.04 Unbroken Vacation	35
18.05 Disputes in Scheduling.....	36
18.06 Vacation Credits – Part-Time Employees	36
18.07 Carry-Over of Vacation	36
18.08 Vacation Pay on Termination	36
18.09 Leaves During Vacation	36
18.10 Vacation Records	36
18.11 Vacation Credits Applied to Employee Centre Start Date.....	37
ARTICLE 19 – SICK LEAVE	37
19.01 Accumulation Rate and Use.....	37
19.02 Accumulation of Sick Leave	37
19.03 Notification of Centre	37
19.04 Proof of Illness	37
19.05 Leave of Absence While Sick.....	37
19.06 Sick Leave During Leave of Absence.....	38
19.07 Sick Leave Records.....	38
19.08 Recognition of Social Illness.....	38
19.09 Disability	38
19.10 Long Term Disability Insurance.....	39
19.11 Workers' Compensation and Long Term Disability	39
ARTICLE 20 – BENEFITS.....	39
20.01 Workers' Compensation Pay Supplement.....	39
20.02 Registered Retirement Savings Plan.....	40
20.03 Professional Fees	40
20.04 Life Insurance.....	40
20.05 Dental Insurance.....	40
20.06 Extended Health Insurance.....	41
20.07 Accidental Death and Dismemberment Insurance.....	41
ARTICLE 21 – LEAVES OF ABSENCE.....	41
21.01 General Leave of Absence	41
21.02 Union Business Leave	41
21.03 Entitlement Days – Vacation Days with No Pay	42
21.04 Compassionate Leave	42
21.05 Witness and Jury Duty	42
21.06 Time Off for Voting	42
21.07 Study Courses	43

21.08	Parental Leave	43
21.09	Interpersonal Violence Leave	44
21.10	Entitlement Days Without Pay – Seniors' Transportation and Access Transit	44
21.11	Pressing Necessity Leave	45
ARTICLE 22 – PAY ADMINISTRATION		45
22.01	Salaries	45
22.02	Increments After a Leave of Absence	46
22.03	Changes in Pay Range	46
22.04	Calculation of Sick Leave and Vacation	46
22.05	Pay Periods	46
22.06	Statement of Earnings	46
22.07	Termination and Vacation Pay	47
22.08	Employee Performing Higher Duties	47
22.09	Legal Costs	47
22.10	Clothing Allowance – Drivers	47
ARTICLE 23 – TECHNOLOGICAL AND OTHER CHANGES		48
23.01	Definition	48
23.02	Adverse Effects to be Eliminated	48
23.03	Advance Notice	48
23.04	Data to be Provided	49
23.05	Consultation	49
23.06	Arbitration	49
23.07	Guaranteed Employment	49
23.08	Change – Income Protection	49
23.09	Transfer Arrangements	50
23.10	Training Benefits	50
23.11	Additional Training	50
23.12	Training Period	50
23.13	No New Employees	50
23.14	New Classification	50
23.15	Drivers Changing Status	51
ARTICLE 24 – TIME IN LIEU		51
24.01	Banking and Carry-Over	51
24.02	Recording of Hours	52
ARTICLE 25 – TERMS OF THIS AGREEMENT		52
25.01	Duration	52
25.02	Changes	52
25.03	Notice of Changes	52
25.04	Retroactivity	52

SCHEDULE "A" – SALARY SCALE (SGEU) AND CUPE LOCAL 160..... 53

SGEU SALARY SCALE..... 54

SCHEDULE "B" – SALARY SCALE 55

SCHEDULE "C" – BENEFITS..... 57

SCHEDULE "D" – CLASSIFICATIONS 58

 ACCOUNTING CLERK I..... 59

 PROGRAM SUPPORT WORKER 60

 VOCATIONAL COUNSELLOR..... 61

 BUDGET COUNSELLOR..... 62

 DRIVER – SENIORS' TRANSPORTATION 63

 CASUAL DISPATCHER 64

 DRIVER – ACCESS TRANSIT..... 65

 DISPATCHER..... 66

SCHEDULE "E" – CLASSIFICATIONS/JOB DESCRIPTIONS – LETTER OF INTENT 67

APPENDIX "A" – WAIVER OF UNION REPRESENTATION 68

APPENDIX "B" – CUPE LOCAL 2182 – HARASSMENT COMPLAINT FORM..... 69

SIGNING PAGE 72

LOU 2023-01 – TRANSPORTATION HOURS OF WORK AND OVERTIME..... 73

LOU 2023-02 – PAY PERIODS 75

THIS AGREEMENT MADE THIS 10th DAY OF May, 2023.

BETWEEN: THE PRINCE ALBERT AND DISTRICT COMMUNITY SERVICE CENTRE INC.,
PRINCE ALBERT, through the Board of Directors, hereinafter called "The
Centre"

OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 2182, hereinafter called "The Union"

OF THE SECOND PART

This Collective Agreement is a mutually agreed upon document and it is the mutual desire that the following preamble will govern the interpretation of this Agreement.

PREAMBLE

It is the desire of both parties:

- a. To provide a high quality of service to the public.
- b. To maintain and improve harmonious relations between the Centre and the members of the Union.
- c. To promote co-operation and understanding between the Centre and the employees.
- d. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages.
- e. To encourage efficiency and safety in operations.
- f. To promote the morale, well-being, and security of all the employees in the Bargaining Unit of the Union.
- g. **We acknowledge that the land on which we operate is Treaty 6 territory. This is the traditional territory of the Cree and Dakota peoples, and homeland of the Metis Nation. All the people here are beneficiaries of this peace and friendship treaty. We are dedicated to ensuring that the spirit of Reconciliation and Treaty 6 is honoured and respected. This acknowledgement also reaffirms our relationship with one another.**

Both parties to this Agreement do hereby enter into, establish and agree to the following terms:

ARTICLE 1 – INTERPRETATIONS

- 1.01 Bargaining Committee – the duly elected representatives of CUPE Local 2182.
- 1.02 Bargaining Unit – the members of CUPE Local 2182.
- 1.03 Board – the Executive Board of the Community Service Centre.
- 1.04 Casual Employee – an employee who is not scheduled for set shifts.
- 1.05 Centre – the Prince Albert and District Community Service Centre or Community Service Centre.
- 1.06 Chief Executive Officer (CEO) – the duly appointed Chief Executive Officer of the Community Service Centre.
- 1.07 Collective Agreement or Agreement – the Agreement this Article is a part of.
- 1.08 Contract – Collective Agreement.
- 1.09 Dependent – any person residing with an employee and being financially dependent upon the employee for their day to day living. **Dependant is defined as:**
- **an employee's spouse (including common-law) who is residing with the employee**
 - **a child, stepchild, adopted child or foster child residing with the employee who is:**
 - **under 21 and is dependent on the employee for support**
 - **over 21 and is dependent because of a physical or mental illness**
 - **a relative of the employee who is residing with the employee and is totally dependent because of a physical or mental illness**
- 1.10 Division – means the following Community Service Centre program units: Budget Counselling, **Specialized Employment Services, Transportation and Administration Unit.**
- 1.11 Division Head – the person in charge of a program division and who is holding an out-of-scope position.
- 1.12 Employee – any person employed by the Community Service Centre.
- 1.13 Employer – the Community Service Centre and its Executive Board of Directors.

- 1.14 Full-Time Employee – an employee who works eighteen-hundred and seventy-two (1,872) hours per year with a weekly average of thirty-six (36) hours.
- 1.15 Immediate Family – **except where otherwise specified in this Agreement, means an employee's father, mother (or, alternatively, stepfather, stepmother, or foster-parent), brother, sister, step-brother, step-sister, spouse (including common-law partner spouse residing with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides.**
- 1.16 Member – a member of CUPE Local 2182.
- 1.17 Mutual Agreement – agreed to by both the Community Service Centre and CUPE Local 2182.
- 1.18 Parties – the Community Service Centre and CUPE Local 2182.
- 1.19 Part-Time Employee – an employee who works regularly scheduled hours, but less than full-time hours.
- 1.20 Permanent Employee – an employee who has successfully completed the required probationary period.
- 1.21 **Policy Grievance – a complaint by the Union that an action of Management (or its failure or refusal to act) is a violation of the Agreement that could affect all who are covered by the Agreement.**
- 1.22 Significant Other – a significant other partnership exists when an employee represents a person to be their partner.
- 1.23 **Term Employee – employees who are hired for a specified period of time. May be a specific Grant Program or to cover a leave of absence of a permanent employee. Term may be extended upon mutual agreement of the parties.**
- 1.24 Time Off in Lieu/TOIL – time off instead of overtime pay, or extra time off allowed an employee when a designated holiday falls on their regular day off.
- 1.25 Union – CUPE Local 2182.
- 1.26 Worker – employee.

ARTICLE 2 – SCOPE

All employees of the Community Service Centre shall constitute the employees within the scope of this Agreement, excluding the following:

- a. Chief Executive Officer (CEO)
- b. Administrative Manager
- c. Division Heads of Transportation and Division Heads of Programs under the jurisdiction of the Community Service Centre
- d. Those persons **employed** on a **contracted** basis.

If anyone hired under d. above is still employed beyond twelve (12) months, they will apply for membership in the Union and maintain such membership thereafter, unless mutually agreed otherwise.

ARTICLE 3 – UNION SECURITY

3.01 Recognition

The Centre recognizes the Canadian Union of Public Employees, Local 2182 as the sole and exclusive Collective Bargaining Agent for all its employees. The Centre agrees to negotiate with the Union or its designated bargaining representatives concerning all matters (**excluding wages with the exception of job reclassification and related pay rate changes**) affecting the relationship between the employees and the Centre aiming toward a peaceful and amicable settlement of any differences that may arise between them.

3.02 Representatives

No employee or group of employees shall undertake to represent the Union at meetings with the Centre representatives without the proper authorization of the Union. The Union will supply the Centre's representatives with the names of the Union's Officers. The Centre shall supply the Union with a list of its Officers.

3.03 Work of the Bargaining Unit

Except in the cases mutually agreed upon by the parties, persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit.

The parties further agree that practicum students, volunteers, and fine option workers shall only work under the guidance and direction of the employee assigned to that position. Under no circumstances shall they be used to replace an employee.

3.04 No Contracting Out

The Centre agrees that all regular work or services performed by the Centre shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-unit employee, except where mutually agreed by the parties.

3.05 Non-Discrimination

Human Rights: The Centre agrees that there shall be no discrimination, interference, restriction, favouritism, or coercion exercised or practised with respect to any worker in the matter of hiring, wage rates, training up-grading, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, or marital status, family relationship, place of residence, **sex, gender identity, receipt of public assistance, ancestry**, nor by reason of their membership or activity in the Union or for any other reason as stipulated in *The Saskatchewan Human Rights Code*.

3.06 Refusal to Cross Picket Lines

The Centre agrees that no worker shall be required to cross a picket line. Failure to cross a picket line encountered in carrying out Centre business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

3.07 Union Membership

All present employees within the scope of this contract now being members of the Union, maintenance of such membership shall be a condition of employment, and every new employee within the scope of this Union whose employment commences hereafter shall, as a condition of continued employment, apply for membership in the Union within thirty (30) days after commencement of such employment and maintain such membership thereafter.

3.08 Check-Off

Upon request in writing from a member of the Union, the monthly Union Dues shall be deducted from each employee's pay cheque, and all monies deducted shall be remitted to the Treasurer of the Union by the fifteenth (15th) day of the month following the month in which the deduction was made. The dues deduction authorization form shall be supplied by the Union and shall apply to monthly dues only, indicating full-time or part-time.

Monthly statements showing the names of all employees along with any additions or deletions of employees shall also be forwarded to the Secretary-Treasurer of the Union.

3.09 Income Tax (T-4) Slips

At the same time that T-4 slips are made available, the Centre shall include the amount of Union Dues paid by each Union member on their T-4 slip.

3.10 New Employees

The Centre agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment including those set out in the Article dealing with Union Security and Dues Check-off. Within the first week of employment, the Union shall be given time, not to exceed one (1) hour, to acquaint new members with the Collective Agreement, benefits and duties of Union membership. Dues deduction authorization cards shall be signed on the first day of work. The Union will provide a copy of the Collective Agreement at the time that dues authorization cards are signed.

3.11 Temporary Out-of-Scope Appointments

An employee temporarily filling an out-of-scope position shall continue to have Union dues deducted from their pay cheque and shall be entitled to all benefits and rights afforded by this Agreement. No employee shall be appointed to an out-of-scope temporary position without their consent.

3.12 Bulletin Boards

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

3.13 Union Meetings

The Centre agrees that workers have the right to meet and discuss Union business.

3.14 Use of the Employer's Facilities and Technology

The Union shall request permission to use the Employer's technology to print material, email, fax and the use of facilities for Union business.

ARTICLE 4 – LABOUR/MANAGEMENT RELATIONS

4.01 Function of Bargaining Committee

All matters pertaining to the interpretation or application of this Collective Bargaining Agreement and other working conditions shall be referred to the Bargaining Committee for discussion and resolution. The Board will provide leave with pay and benefits for a maximum of four (4) employees for time spent in negotiations.

4.02 Committee to be Heard

Any properly constituted committee of the Union shall be accorded a prompt hearing by the Division Head, the Chief Executive Officer (CEO) and the Board in their respective order.

4.03 Contact at Work

Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. Matters relating to this clause will be dealt with in a reasonable period of time.

4.04 Stewards

The Centre recognizes the Stewards elected by the Union. There shall be a Steward elected by the workers in each work place to see that the provisions of this Agreement are adhered to. The Centre will be informed, in writing, of the current Shop Stewards.

4.05 Meeting the Centre

When the Centre wishes to discuss unsatisfactory work habits with a worker and if a worker is uncomfortable with an interview, the worker shall have the right to be accompanied by a Steward or one other Union Representative.

4.06 Without Loss of Pay

The Stewards shall investigate and process grievances or confer with Representatives of the Union during working hours, without loss of pay, provided that minimum office routines are maintained.

4.07 Resolutions of the Board

All resolutions of the Board or decisions of the Chief Executive Officer (CEO) affecting the Union shall be forwarded to the Recording Secretary of the Union, it being

understood that any matter not specifically set forth herein remain within the reserved rights of the Board of Directors.

ARTICLE 5 – HARASSMENT

5.01 Policy Statement on Harassment

The Centre and the Union do not condone or tolerate harassment in the workplace. Harassment will not be tolerated in any work-related setting, including work-related conferences, seminars, travel or social events. The Centre agrees to take prompt and fair measures to deal with allegations of harassment of any of its employees or by any of its employees. The Centre makes this promise based on the expectation that all members of the Centre will conduct themselves in a manner that is respectful of the rights and feelings of others.

5.02 Harassment Definition

Harassment means any improper behaviour that is directed at and is offensive to any employee and which a person knew or ought reasonably to have known would be unwelcome. It comprises objectionable conduct, a comment or display made on either a one time or continuous basis which demeans, belittles or causes personal humiliation or embarrassment to an employee. Displays of racist, sexist or other offensive material, verbal abuse, threats or intimidation or spreading malicious or slanderous information and physical assault including sexual assault are all forms of harassment. Harassment also includes abuse of authority which endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of an employee. This includes such acts and misuse of power as intimidation, threats, blackmail and coercion. It may involve unfair distribution of work assignments or training opportunities, granting or cancellation of rotational or promotional opportunities, misuse of performance review and employee appraisals process or the provision of inaccurate internal references. Abuse of authority also includes favouritism of one employee to the disadvantage of another and discrimination against an employee as outlined in Article 3.05.

5.03 Sexual Harassment Definition

Sexual harassment is coercive and one-sided and both males and females can be victims of it. Sexual harassment does not refer to normal social appreciation or acceptable social interaction. It refers to behaviour which may be insistent, which is not welcome, which is personally offensive, which debilitates morale and which therefore interferes with the dignity and work effectiveness of the victims and their co-workers. Sexual harassment may include actions such as:

1. Requests or demands for sexual favours, which may be accompanied by implied or overt promises of preferential treatment, or threats concerning an individual's employment status;
2. subtle pressure for sexual activity;
3. physical conduct such as patting, pinching or suggestively touching another's body;
4. sex-orientated verbal "kidding" or abuse;
5. offensive material on display.

5.04 Rights of Victims

Every worker is entitled to a working environment that is free of harassment. Complaints or grievances with respect to harassment shall be handled so as to protect the confidentiality of the parties. If harassment has occurred, the victim shall be protected from repercussions which might result from their complaint.

In settling the grievance, every effort will be made to discipline and/or relocate the harasser, not the victim.

5.05 Procedure to Follow if You are Harassed

1. Make your unease or disapproval known to the harasser immediately. If you feel unable to confront the harasser, you should notify the Chief Executive Officer (CEO), your Shop Steward or a **Union Representative** as soon as possible.
2. If the harassment persists, bring the complaint to the Chief Executive Officer, your Shop Steward, another Union Representative or **the CUPE National Representative for Local 2182**.
3. If your supervisor is the harasser, **with the assistance of your Shop Steward or Union Representative, bring the complaint to the Chief Executive Officer then the Board Chair or Board of Directors as per the Harassment Policy.**
4. It is extremely important that, if you feel you are being harassed in any way, you document the incidents, i.e. date, time, description of harassment, names of witness(es), location and your interpretation of the incident(s).

5.06 What to do if You are Accused of Harassment

1. Stop the questionable actions or speech. Remember, one individual cannot define what is uncomfortable to another.
2. Document what happened. Write down the date, time, location, names of witness(es) and your interpretation of the incident(s). This information may be helpful if you are formally accused of harassment.

5.07 Formal Complaint

All formal harassment complaints shall be submitted in writing using the form found in Appendix "B".

1. Upon receipt of a **written** complaint, the Chief Executive Officer or Chairperson of the Board responsible shall conduct a preliminary review to determine whether or not there are reasonable grounds for further investigation.
2. An investigation of the complaint will be undertaken immediately by the Centre. The complainant and the alleged offender will both be interviewed along with any individuals who may be able to provide relevant information. The investigator may request a written submission from the complainant, the alleged offender and any individuals interviewed for relevant information. An investigation report will be prepared within two (2) weeks of interviewing the relevant parties.
3. The complainant and the alleged harasser will be notified in writing of the results of the complaint.
4. The Union will be notified in writing of the results of the investigation and any action taken.
5. Retaliation against any individual for reporting harassment or providing information will not be tolerated.

5.08 Resolution and Corrective Action

1. Where harassment has been substantiated, the Employer will take appropriate corrective action to resolve the complaint.
2. Where harassment has not been substantiated, no action will be taken against the worker who has made a complaint in good faith.

3. **The Union and the Employer agree that there may be a need for continued mediation between the parties and agree to facilitate such mediation where required or requested by either party.**

5.09 Formal Complaints to Outside Agencies

1. Every employee has the right to file a complaint with an outside agency such as the Saskatchewan Human Rights Commission or the Occupational Health and Safety Division of the Saskatchewan Ministry of Labour Relations and Workplace Safety.
2. Article 5 is not intended to discourage or prevent the complainant from exercising any other legal rights pursuant to any other law.

5.10 Action if Alleged Harasser is Not Under the Direction of the Employer

1. If the investigation reveals evidence to support the complaint and the harasser is not under the direction of the Employer, the Chief Executive Officer investigating the complaint shall arrange a meeting with the harasser, the Chief Executive Officer and complainant.
2. The harasser shall be told the substance of the complaints made and be told that such behaviour is unacceptable.
3. The harasser will be warned to discontinue the behaviour.
4. If the harassment is such that the Employer deems it best not to contact the harasser directly, the Employer may contact the City Police and ask them to deal with the harasser.

ARTICLE 6 – HEALTH AND SAFETY

The parties agree that employees have the right to physiologically and psychologically safe working conditions. The Centre shall, to the Union's satisfaction, prevent and/or correct any situation which may compromise an employee's physiological or psychological health and safety. Failure to prevent and/or correct any situation shall be a matter for referral to the Grievance Procedure pursuant to the Collective Agreement.

The Union shall appoint representatives to the Joint OH&S Committee.

6.01 Occupational Health and Safety Committee

- a. The Centre will recognize a Joint Health and Safety Committee consisting of equal representation. The Committee must be set up so that both parties are independent and able to freely express their views. At no time will the Centre representatives outnumber the employee representatives.
- b. The meeting will be co-chaired. A senior member of the Centre with decision-making authority will be a permanent member of the Committee. The Centre will guarantee policy statements, funding, access to health and safety information and on-the-job health and safety training.
- c. Committee recommendations on all areas of health and safety shall be acted upon by the Centre and staff.
- d. Employees shall be paid at the applicable rate of pay for all time spent at meetings, and meetings will be held during regular working hours, allowing sufficient time to complete the business of the meeting. If there is insufficient time to complete the meeting, it shall be continued the following working day.
- e. Minutes of all meetings will be kept, and copies distributed to all Union/Centre bulletin boards within five (5) days after the meeting. Both co-chairpersons will sign the minutes unless there is a dispute over the contents of the minutes, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- f. The duties of the Committee shall include but not be limited to the following:
 - i. Hold meetings quarterly or more often if requested by either co-chairperson.
 - ii. Receive and settle employees' complaints.
 - iii. Maintain records of the complaints presented.
 - iv. Examine the reports concerning the conditions within the workplace and the reports on the Safety Officer's directives.
 - v. Co-operate with professional health services.
 - vi. Establish and support educational programs dealing with health and safety.

- vii. Participate in investigations and workplace inspections relating to health and safety.
- viii. Develop and maintain related programs and protective measures.
- ix. Ensure that related programs are followed.
- x. Ensure that accurate records of work accidents, etc. are maintained.
- xi. Co-operate with Government Safety Officers.
- xii. Study information on the actual or possible risks associated with equipment or work methods.
- xiii. Study all the Centre reports concerning the health and safety of employees within the Bargaining Unit.

6.02 Worker Training in Health and Safety

It is the responsibility of the Centre to provide adequate Occupational Health and Safety training for each employee.

- i. Training will be provided during normal working hours at regular rates of pay.
- ii. Training to include general orientation at the workplace and specific training of the work area.
- iii. Training shall cover all new employees and call-back employees.
- iv. Training shall include St. John's Ambulance First-Aid training where deemed appropriate.
- v. The membership shall be instructed in all new equipment, substances, procedures, structures.
- vi) **Training may also include:**
 - **Critical Incident Team training**
 - **De-escalation training**
 - **Crisis Intervention training**

6.03 Protection From Hazardous or Dangerous Work

The Centre will provide to the Union information on all substances used in the workplace. The employees will not be required to engage in any activity or be exposed to any substance and/or procedure that is considered to be hazardous or dangerous by the Union.

6.04 Right to Refuse to Work if a Job is Unsafe or Unhealthy

A worker may refuse to perform work where they have reasonable grounds to believe and does believe that the particular work is dangerous to their health and safety or the health and safety of another worker or any other person. Where a worker refuses to do such work, no other worker may be asked or permitted to perform that job until the matter has been investigated by the Health and Safety Committee and satisfactorily settled. The Centre shall not take or threaten any discriminatory action against an employee or employees for refusing to do such work.

6.05 No Discipline

The Centre will not discharge, discipline or otherwise discriminate against any worker for participating in health and safety activities or for exercising any rights provided by this Agreement.

6.06 Working Alone

Should the Employer require an employee to work alone, the Centre shall provide the following:

- a. Adequate visibility and lighting at each outside entrance to enable the worker to see who is at the door without opening the door.
- b. **A policy outlining effective means of checking on the well-being of the worker at intervals that are appropriate in the circumstances.**
 - **including, but not limited to, a check-in system for Transportation Drivers during and after any after hours shifts**
- c. **Practice shall be in effect by January 1, 2023.**

6.07 Prohibition Against Speed Up

- a. A satisfactory work life, free from unnecessary and debilitating stressors that directly result in emotional and/or physical impairment, shall be the right of all workers. However, there shall be no individual work measurement. Where

measurement standards are necessary to obtain an objective evaluation of the level of production of a group, a section or an office, standards shall be mutually agreed upon by the Joint Health and Safety Committee.

- b. Each employee shall be expected to work at their normal pace, with reasonable allowances for breaks, personal time and other considerations to provide a non-stressful work environment.
- c. There shall be no speed up or increase in the workload so as to impose an undue burden on an employee covered by this Agreement or where the effect of such a speed up or increase in the work load is to diminish the work force or lessen the total number of hours worked at any job location. At no time will the Centre speed up machinery or work processes so as to create a hazardous situation.

6.08 First Aid

Adequate first aid supplies shall be provided in all work areas. The Centre agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and from there to **the employee's** home or place of work, depending on the decision of physician or hospital where such services are immediately required for an employee as a result of:

- 1. injury on the job, or
- 2. other serious ailment which occurs on the job.

The Centre agrees to notify the appropriate Officer of the Union of incidents of this nature. The first aid stations, supplies and emergency telephone numbers shall be located in convenient proximity to the working areas (as determined by the Joint Health and Safety Committee) and available during all working hours.

Documentation of all accidents/illnesses will be done following the incident criteria and procedures established by the Centre's Occupational Health and Safety Committee.

6.09 Smoke-Free Work Area

The Centre is a smoke-free workplace and that includes all properties, owned or leased, vehicles and equipment. Designated smoking area will be clearly marked.

ARTICLE 7 – SENIORITY

7.01 Definition

Seniority shall be on a Bargaining-Unit wide basis except for the Transportation Division. Seniority for all staff shall accumulate from the time the employee last entered the service of the Centre except for those employees who were transferred from Saskatchewan Abilities to the Centre on June 3, 1993. Seniority of employees transferred from Saskatchewan Abilities shall be from the time the employee last entered the service of Saskatchewan Abilities.

All seniority lists shall be kept by the Chief Executive Officer. Seniority lists will be posted annually for Centre staff. Seniority lists for Drivers will be posted **quarterly**.

Seniority for part-time employees shall be pro-rated on the basis of eighteen-hundred and seventy-two (1,872) hours of employment equals one (1) year of seniority. Sick leave, vacation, maternity and paternity leave and other paid leaves of absence and actual hours worked shall constitute hours of employment. If the Casual Dispatch employee is an employee of the Centre but not an employee of the **Transportation Division**, their seniority for time worked as Casual Dispatch will accumulate in their Centre position rather than with **Transportation**.

Transportation Division

Drivers may drive for both programs and will collect seniority in the respective pool and will be able to bid on positions with pool specific seniority.

7.02 Working For Others

No employee covered by this Agreement shall take employment with another employer without approval of the Centre. Such approval shall not be withheld unless a possible or perceived conflict of interest could arise.

In the event that an employee's employment with another employer impacts negatively on their work with the Centre, the Centre shall have the right to require **the employee** to choose between employers.

7.03 Loss of Seniority

Seniority shall be broken for the following reasons:

- a. Dismissal for cause and is not re-instated.
- b. Resignation in writing.

- c. If laid off for a period longer than two (2) full calendar years from layoff.
- d. If a casual employee refuses a shift more than (3) times in any calendar month, **provided they have been offered at least three (3) assignments based on their availability or they are on approved leave of absence.** A refusal is a failure to answer a call or the failure to call back within twenty-four (24) hours of a missed call.

At the approval of the Chief Executive Officer, casual employees can utilize up to six (6) weeks' leave in a calendar year, in one (1) week blocks, to be off-call without being penalized for refusals.

ARTICLE 8 – JOB CLASSIFICATION AND RE-CLASSIFICATION

8.01 Maintaining a Classification Plan

The Centre shall maintain a position Classification Plan in which positions of similar kind, difficulty and responsibility are included in the same classification as per Schedule "D" of this Agreement, which show the established level.

When the Centre desires to include a classification or job description not presently included in this Agreement, such classification shall be developed in co-operation with the Union, and the rate or rates therefore shall be negotiated before a vacancy is posted for such position.

8.02 Changes in Classification

When the duties of any classification are altered or changed, or where the Union or the employee feels that they are incorrectly classified, or when a new classification, not covered in Schedule "D", is being created during the term of this Agreement, the rate of pay, hours of work and qualifications shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification and subject to the regular grievance and arbitration procedure contained in this Collective Agreement.

8.03 Changes in Pay Range

When a higher pay level is assigned to a position as a result of bargaining, which results in an increased pay level, the employee shall move to the same step as held in the previous level.

8.04 Downward Classification

No employee shall have their wages reduced as a result of downward classification. The wage level will be frozen until the salary grid catches up to the current salary.

ARTICLE 9 – APPOINTMENTS AND STAFF CHANGES

9.01 Notices

Notices of all new and temporary, part-time or full-time vacancies coming within the scope of this Agreement shall be posted on job boards for a period of seven (7) calendar days; copies of which shall be supplied immediately to the Union. The Employer shall have thirty (30) calendar days from the notice of the incumbent vacating the position to post a position. Postings may be delayed due to operational requirements with consultation with the Union. These notices shall carry a closing date to be effective seven (7) calendar days from the date of posting. The Employer shall have forty-five (45) calendar days from the closing date of the posting to fill the vacancy. Notices of these positions or vacancies shall set forth the exact classification of the job, rate and range of pay and the name of the Division concerned.

Temporary vacancies over thirty (30) calendar days shall be posted. The position shall be posted either when the Employer knows the position will be longer than thirty (30) calendar days or the vacancy has lasted more than thirty (30) calendar days, whichever comes first.

9.02 Applications

Employees shall be entitled to apply for vacancies by means of a written application to the Chief Executive Officer. No applications from employees received later than the closing date shall be considered except that those who are absent for any reason in which absence does not constitute a break in service under the terms of this Agreement. All employees on leave of absence or vacation will be sent a copy of the posting by Registered Mail. They will have one (1) week from receipt of the registered letter to apply for the posting.

9.03 Union Notification

The Centre shall notify the Union of the applicants for the job and of the seniority of applicants.

9.04 Union Observer in Hiring Process

The Union shall have the right to have an observer, **who is appointed by the Union and approved by the Employer**, present during all aspects of the hiring process when employees currently employed by the Centre apply for positions. This will include reviewing applications, short-listing them, interviews and meetings where a decision to hire is made.

The observer shall be given a list of the interview questions prior to the interviews, allowing adequate time to study them and request changes if deemed necessary. **The observer shall also be given an orientation to the Agency's hiring process.** All applicants shall be asked the same questions, which shall be non-discriminatory.

9.05 Filling Vacancies

Vacancies as outlined in Article 9.01 shall be filled on the basis of seniority, training, experience and ability. Both parties recognize the principle of promotion within the service of the Centre. Therefore, in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications to perform the job. The qualifications shall be as contained in Schedule "D" Classifications attached to and forming part of this Agreement.

9.06 Employee Notification

Each employee shall be provided with a letter of appointment, with a copy to the Union, including a copy of this Agreement and the terms of employment, upon hiring.

9.07 Probation Periods

- a. Every new employee on being selected for employment shall serve a probationary period.
 - i. **All full-time employees shall serve a probation period of six (6) months or nine hundred and thirty-six (936) hours.**
 - ii. **All part-time or casual employees shall serve a probation period of three (3) months or four hundred and sixty-eight (468) hours.**

During the period an employee is on probation, the employee shall be entitled to all rights and privileges of this Agreement **except for transfers.**

b. Trial Period

An employee who makes a job change within the Bargaining Unit shall serve a trial period of:

- i. **All full-time employees shall serve a trial period of six (6) months or nine hundred and thirty-six (936) hours.**
- ii. **All part-time or casual employees shall serve a trial period of three (3) months or four hundred and sixty-eight (468) hours.**

During a trial period the employee shall have the right to revert to their former position on request. An employee intending to revert to their former position shall give at least fourteen (14) calendar days' written notice.

If the employee does not qualify during the trial period, the Employer shall give the employee, in writing, the reasons for their failing to qualify. An employee who does not qualify shall revert to their former position without loss of seniority.

ARTICLE 10 – LAYOFF AND RECALL

10.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or in the hours of work.

10.02 Role of Seniority in Layoff

Both parties recognize that job security shall increase in proportion to length of service.

- a. Any layoff of workers shall be solely for reasons of declining income defined as an emergency financial situation beyond the control of the Centre.
- b. **In the event of a significant reduction in workload due to reduced client base for a period of six (6) months or more, the Employer will have discussions with the Union around the possibility of layoffs.**
- c. Work plans shall be amended to reflect reduced staff numbers.
- d. **If a layoff occurs, the affected member shall have the right to bump less senior members as follows:**
 - **into a position in the same classification with equal or greater hours**

- into a position in the same classification with fewer hours
- into a different classification (providing minimum qualifications are met)

e. Notice of layoff shall be:

0 - 5 years	4 weeks
5 - 10 years	6 weeks
10 years and over	8 weeks

f. It is understood by the parties that if the required notice is not given that the employee shall receive the appropriate pay in lieu of notice.

10.03 Recall List

In the case of layoff, a recall list, based upon seniority shall be established and copies of current recall lists shall be maintained by the Centre.

10.04 Length of Recall

A worker shall be on the recall list for a period of two (2) full years from day of layoff.

10.05 Recall Procedure

Employees shall be recalled in order of their seniority, provided they meet the basic qualifications of the position.

10.06 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall, provided they are qualified to perform the work.

10.07 Notice of Recall

Notice of recall shall be made by telephone or, if unsuccessful, by Registered Mail to the last address of the worker known by the Centre. A copy shall be sent to the Union office.

10.08 Seniority of the Recalled Workers

Seniority shall resume on being recalled.

10.09 Notice of Current Address

It shall be the responsibility of the worker on the recall list to keep the Centre informed of their current address during the two (2) years their name is on the recall list.

10.10 No Promotions

As the result of a layoff and the bumping that may occur, no employee can benefit from a promotion.

10.11 Increments

The laid off employee bumping into another classification will retain their pay level in the new classification.

10.12 Trial Period

If the job to which the person is bumping is essentially different from their present job, then a new six (6) month trial period may be required as decided by the Chief Executive Officer in consultation with the Union.

ARTICLE 11 – DISCIPLINE, SUSPENSION, DISMISSAL

11.01 Notice

The Local of the Union and the employee shall receive maximum of forty-eight (48) hours' notice (exclusive of weekends) of any meeting related to an employee's conduct (including investigation meetings) to find Union Representation. The notice provided shall include information pertaining to the purpose of the meeting, including, but not limited to, whether the meeting involves the employee's personnel record, job performance or sick leave usage. Obtaining Union Representation must not delay the timeliness of a meeting between the employee and the Employer. The Union Representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits, prior to the employee's scheduled meeting with the Employer. Upon mutual agreement, the meeting may be held anytime within the 48 hours.

11.02 Progressive Discipline

Any employee may be dismissed or suspended, but only for just cause.

The Employer and the Union agree to adhere to the principle of progressive discipline. Any employee may be dismissed or suspended, but only for just cause. In cases of

suspension or dismissal, proof of just cause shall rest with the Employer. Progressive Discipline shall take the form of Verbal Reprimand, Written Reprimand, Suspension and Dismissal. Depending on the severity of the incident, the Employer may start discipline a higher step than Verbal Reprimand.

11.03 Discipline Procedure

During any disciplinary meeting with the Employer, the employee shall be advised that they have the right to Union Representation, if they so choose. If the employee waives the right to Union Representation, they shall complete and sign the Waiver of Union Representation Form (Appendix "A") for each occurrence.

11.04 Burden of Proof

In cases of suspension, demotion or dismissal, proof of just cause shall rest with the Centre. The record of an employee shall not be used at any time after twelve (12) months following a disciplinary action.

11.05 Records of Employees

Personnel records of an employee shall be open to their scrutiny within five (5) in office working days, upon receipt of written request.

11.06 Adverse Report

An employee shall be notified in writing of any major expression of dissatisfaction concerning the employee's work within fourteen (14) business days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expressions of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. Expectations for change moving forward shall be given in writing following the meeting.

The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

11.07 Reprimand

In cases of reprimand, the employee will be informed in writing of the reasons for the action and a copy will be sent to the Union.

11.08 Suspension

The employee and the Union must be given notice of the suspension and the reasons for it in writing and in the presence of a Steward or alternate, unless the employee requests that the Steward or alternate not be present. **If the employee waives the right to Union Representation, they shall complete and sign the Waiver of Union Representation Form (Appendix "A") for each occurrence.** The notice shall specify the dates and length of suspension. Suspensions may be with or without pay.

11.09 Review of Employee Discipline File

With respect to the discipline of an employee involving a letter of reprimand or suspension, the Centre agrees to undertake a review of the performance of the employee in the previous area of reprimand or suspension as follows:

Provided there has been no further **related** discipline, the documentation of discipline shall be removed from the employee's file:

- a. After six (6) months for verbal/ written reprimand;
- b. After one (1) year for suspension.

When it has been established as a result of this review that the employee has taken the necessary measures to improve their performance since the incident, the Centre will communicate that to the employee in writing with a copy provided for the employee's personnel file and the Union.

11.10 Re-Instatement of Rights

An employee who has been unjustly suspended, demoted or dismissed shall, upon re-instatement, receive all rights and benefits retroactive to the date of suspension, demotion or dismissal.

ARTICLE 12 – GRIEVANCE PROCEDURE AND ARBITRATION

12.01 Definition

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

12.02 Justice and Dignity

An employee whom the Centre reprimands, fails to appoint, demotes or whom it contends lost seniority, shall be retained or returned to active work until any grievance contesting such reprimand, non-appointment, demotion or break in service is finally resolved through the grievance and arbitration process.

In cases where it is necessary to remove the employee from the workplace, that employee shall continue to receive their regular salary until the issue is resolved.

12.03 Grievance Procedure

Step 1

The aggrieved and/or the Union on behalf of the aggrieved shall first seek to settle the dispute in discussion with the Division Head or their designate within thirty (30) calendar days of discovery of cause for a grievance. The Division Head or their designate shall render a decision verbally within seven (7) calendar days of receipt.

Step 2

If a satisfactory settlement cannot be affected at Step 1, the Union may, within seven (7) calendar days, submit the grievance identifying Step 2 in writing to the Chief Executive Officer of the Community Service Centre, who will render a decision in writing within seven (7) calendar days of receipt of the grievance at Step 2. **Termination and policy grievances shall start at Step 2.**

Step 3

If a satisfactory settlement cannot be affected at Step 2, the Union may, within fourteen (14) calendar days, submit the grievance identifying Step 3 to the Chairperson of the Board and Board members who will render a decision in writing within fourteen (14) calendar days of receipt of the grievance at Step 3.

Step 4

Failing satisfactory settlement of the grievance at Step 3, the matter may be referred to arbitration by the Union within fourteen (14) calendar days.

12.04 Extension of Time Limits

The time limits set out above may be extended by the mutual consent of the Union and the Employer in writing.

12.05 Policy Grievances

The Union may file a policy grievance on behalf of the employees of the Centre. **Policy grievances shall start at Step 2 of the Grievance Process.**

12.06 Evidence Limitation

In cases of discharge, suspension or reprimand, evidence by the Centre at any stage of the grievance or arbitration procedure shall be limited to the grounds stated in the discharge, suspension or reprimand notice to the employee.

12.07 Arbitration Procedure – Establishment and Composition of an Arbitration Board

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

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

Within twenty-one (21) working days of the appointment of the second person, the two (2) appointees shall appoint a third member of the Arbitration Board who shall be the Chairperson. If the two (2) appointees fail to agree, within the time line, the appointment shall be made by the Minister of Labour upon request by either party.

12.08 Procedure of an Arbitration Board

The Chairperson of the Arbitration Board shall fix the time and place of sittings after consultation with the other members and notify the parties. The Arbitration Board shall meet not later than eight (8) calendar days after it has been constituted, unless by consent of both parties the date is changed.

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

Witnesses shall be paid by the party calling them. Arbitration Board witness costs shall be shared equally by the parties.

12.09 Decision of an Arbitration Board

The decision of the majority shall be the decision of the Arbitration Board.

Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board.

The decision shall be final, binding, and enforceable on all parties. The Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitration Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

Should the parties disagree as to the meaning of the Arbitration Board's decision, either party may apply to the Chairperson to reconvene the Arbitration Board to clarify the decision, which it shall do within eight (8) days.

12.10 Expenses of an Arbitration Board

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

ARTICLE 13 – HOURS OF WORK – EXCEPT TRANSPORTATION PROGRAMS

13.01 Hours of Work

Full-time employees shall work seventy-two (72) hours in a two (2) week period as scheduled by the Centre, with the provision of one (1) day off in a two (2) week period, as per the 5/4 shift schedule agreed to by the parties. The day off will be on either a Monday or Friday.

13.02 Schedule of Work

- a. Full-time employees shall work between the hours of 8:30 a.m. to 12:00 Noon and 1:00 p.m. to 4:30 p.m., Monday to Friday and one (1) additional hour per day as scheduled by mutual agreement.
- b. Employees working a full-time shift shall be entitled to a one (1) hour unpaid lunch break (max) and are required to observe a minimum thirty (30) minute or one-half (1/2) hour lunch break. This includes employees providing relief for full-time employees.

- c. Full-time employees shall have two (2) paid fifteen (15) minute rest periods for each four (4) hour period worked. Rest periods will be taken between 9:30 a.m. and 10:30 a.m. for the morning and between 2:30 p.m. and 3:30 p.m. for the afternoon.
- d. Part-time employees will be required to work mutually agreed schedules giving consideration to the specific nature of the work.

13.03 Overtime

All hours worked more than seventy-two (72) hours in a bi-weekly period shall be considered overtime. All time worked more than eight (8) hours per day shall be considered overtime. All overtime must receive approval from management.

- a. **Compensation for overtime shall be at the rate of double time (2X); time in lieu at double time (2X).**

ARTICLE 14 – HOURS OF WORK – TRANSPORTATION

14.01 Drivers – Hours of Work

- a. Full-time employees shall work seventy-two (72) hours in a two (2) week period, as scheduled by the Centre, with the provision of one (1) day off in a two (2) week period, as per the 5/4 shift schedule agreed to by the parties. The day off will be either a Monday or Friday.

The work week shall be between Monday and Friday for full-time employees and Sunday to Saturday for part-time and casual employees.

- b. **Part-time staff shall work an average of thirty-six (36) hours per two (2) week period. Part-time employees will be scheduled to meet the demands of the service.**
- c. **Employees working on a full-time Access Transit shift shall be scheduled between the hours of 7:30 a.m. – 12 noon and 1 p.m. to 4:30 p.m. and are entitled to a one (1) hour unpaid meal break. This includes employees providing relief for full-time employees.**
- d. **Employees working on a full-time Seniors' Transportation shift shall be scheduled between 8:30 a.m. – 12:15 p.m. and 12:45 p.m. – 5 p.m. and are entitled to a one-half (1/2) to one (1) hour unpaid lunch break. This includes employees providing relief or full-time employees.**

- e. **Subject to operational requirements, break times may vary.**

14.02 Overtime – Transportation Department

All time worked in excess of seventy-two (72) hours biweekly, all time worked on a scheduled day of rest or an earned day of rest shall be considered overtime. All overtime must receive prior approval from management.

- a. **Overtime may be accumulated by full-time and part-time drivers.**
- b. **Overtime shall be taken as time in lieu. Employees shall not accumulate more than 24 hours' time in lieu.**
- c. **Requests for time in lieu shall not be unreasonably denied.**
- d. No employee shall be required to work overtime against their wishes when the work can be done by other employees.
- e. An employee who is called back to work outside their regular working hours shall be paid for a minimum of four (4) hours at overtime rate.
- f. Compensation for overtime shall be at the rate of double time (2X).

14.03 Shift Length

Length of shifts available for replacement shall be the length of the scheduled shift being replaced, or in the case of a call-out, a minimum of four (4) hours.

14.04 Sick Leave, Absence and Vacation Cover-Off for Drivers

In order to provide coverage for employees who are sick, absent or on vacation, the following procedure will apply.

- a. Coverage will be provided by scheduled part-time employees in order of seniority, **in their respective program.**
- b. If an employee is absent for more than one week, coverage will be provided by scheduled part-time employees, in order of seniority. If the shift required to be filled has more hours than the employee's current shift, they will be provided the shift. All shifts longer than three (3) days shall be filled in a one (1) week block and employees are expected to take the entire block **and forgo any and all portions of their primary shift.**

When the senior scheduled part-time employee provides coverage in a. and b., the other scheduled part-time employees will, in turn, shift up in order to increase their hours.

c. **Call in Process**

- i. **Part-time from the respective program**
- ii. **Casual from the respective program**
- iii. **Part-time from other program**
- iv. **Casual from other program**
- v. **Full-time from respective program**
- vi. **Full-time from other program**

- d. Employees on lay-off shall indicate their availability to provide relief coverage. Such employees shall have their names added to the list of drivers who work less than thirty-six (36) hours per week and shall be called in order of seniority.

Any employee wishing to be on the casual list shall indicate their availability to provide relief coverage. Such employees shall have their names added to the list of drivers who work less than thirty-six (36) hours per week and shall be called in order of seniority.

14.05 **Dispatch**

- a. Full-time employees shall work seventy-two (72) hours in a two (2) week period, as scheduled by the Centre, with the provision of one (1) day off in a two (2) week period, as per the 5/4 shift schedule agreed to by the parties. The day off shall be on either a Monday or Friday.

The work week shall be between Monday and Friday.

- b. The hours of work shall be 7:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m.

c. **Overtime**

The provisions of Article 14.02 will apply to dispatch employees.

d. **Work Scheduling – Transportation Department**

The hours and days of work of each employee in the **Transportation Department** shall be posted in an appropriate place at least fourteen (14) calendar days in advance. Once posted, the shift schedule shall not be changed without seven (7) calendar days' notice, unless by mutual agreement. Forty-eight (48) hours' notice shall be given when any sudden or unusual occurrence or condition arises

that could not, by exercise of reasonable judgement have been foreseen by the Employer. In cases of need arising from any sudden or unusual occurrence, casual and part-time employees will be given first opportunity to fill open shifts of one week or less.

ARTICLE 15 – JOB SHARING

15.01 Definition of Job Sharing Position

A position deemed to be a job sharing position is one in which two employees fill the requirements of a **full-time** position – with the incumbent working no less than half of the normal hours as outlined in Article 13.02 a. of the Union Agreement. A job sharing position is **not** a part-time position in that the job sharing position is normally a full-time position. Less than full-time is subject to mutual agreement by both Union and Management but no position less than thirty (30) hours per week will be considered.

An employee requesting a job share will first apply to the Centre for permission. The employee, the Centre and the Union will discuss the request. No job sharing of any position shall be implemented without mutual agreement between the Centre and the Union.

If the job share is approved, the portion of the position not being worked by the incumbent will be posted and filled as a temporary vacancy.

Sixty (60) days prior to the end of the job share agreement an employee may apply to the Centre to make the job share permanent or to request to revert to the prior position.

15.02 Driver Coverage

- a. The employees in the job share arrangement have the first right to cover absences in the position.**
- b. If neither of the job share participants can fill the vacant shift, the call out process shall be as follows:**
 - i. Part-time from the respective program**
 - ii. Casual from the respective program**
 - iii. Part-time from other program (provided qualifications are met)**
 - iv. Casual from other program (provided qualifications are met)**
 - v. Full-time from respective program**
 - vi. Full-time from other program (provided qualifications are met)**

15.03 Salary

The salary paid to each individual in a shared position will be a prorated portion of the salary as designated in Schedule "A" or "B" of this Agreement according to the number of hours worked.

15.04 Sick Benefits

Sick benefits will be earned on a prorated basis.

15.05 Seniority

A person hired in a job sharing position earns seniority in accordance with Article 7.01 – Definition.

15.06 Leave of Absence

Conditions concerning leave of absence as per Article 22.02 of this Agreement shall also apply to a person in a shared job position.

15.07 Other Benefits

The employee in the job shared position will be eligible to receive these benefits in the same manner as any other employee, subject to carrier rules.

15.08 Earned Vacation Time

Persons in the shared job position earn holidays based on a prorated basis of the earned vacation as outlined in Article 18.02 of this Union Agreement. Employees will be granted the full vacation time as if they were full-time, but only receive vacation pay on a prorated basis.

15.09 Time in Lieu

Time in lieu earned will be earned individually by each person in the shared position. Policies governing time in lieu will apply in the same manner as for any other person.

15.10 Resignation and Termination

If the incumbent resigns or transfers to another position during the term of the job share agreement, the job share may terminate and the position may be posted.

If the temporary employee resigns during the term of the job share agreement, the incumbent, the Centre and the Union will meet to discuss options.

15.11 Earned Increments and RRSP

Persons in a job sharing position will be eligible for earned increments on the same basis as any other permanent employee.

After being in a job shared position for one (1) calendar year, the employee begins paying into RRSP.

It is specifically understood that all the conditions, rights and privileges as outlined in the Union contract, not specifically mentioned above, will apply as stated in the Union Agreement.

15.12 Casual Shifts

The incumbent will not be eligible for casual shifts except in the case of an emergency. The member filling the job share portion will be eligible to remain on the call-in list (unless they own another full-time position) for shifts that do not conflict with their job share shifts.

ARTICLE 16 – TRAVEL ALLOWANCE

16.01 Automobile

Employees who normally work at 101 – 15 Street West will be provided with parking and electrical plug-ins for winter use in lieu of in-town travel allowance. Employees who are required to use their vehicles for out-of-town trips will be paid in accordance with the Province of Saskatchewan rates. With approval from the Employer, employees using their personal vehicle for client care, shall complete the Revenue Canada statement of expenses for reimbursement. Employees claiming this expense shall provide receipts.

16.02 Meal Allowance – Transportation

An employee required to work ten (10) hours or more without prior notice or required to do an out-of-town trip over a meal period shall be paid a meal allowance at current Public Service Commission rates.

16.03 Accommodation

Employees required to stay out-of-town overnight shall be reimbursed for the cost of the hotel at Public Service Commission rates – subject to maximum.

Employees choosing to stay in private accommodation will receive a private accommodation allowance paid at Saskatchewan Public Service Commission Rates.

ARTICLE 17 – DESIGNATED HOLIDAYS

17.01 For the purpose of this Agreement, designated holidays shall mean New Year's Day, Family Day, Good Friday, Easter Sunday will be a holiday on the following Monday or 'floated' to another day as agreed upon each year by the majority of the employees, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

In the case of scheduled part-time employees, they shall be entitled to the aforementioned on a pro-rated basis.

17.02 All full-time employees shall be entitled to a day's pay for each designated holiday that falls within their pay period. If a designated holiday falls on a regularly scheduled day off, employees shall be entitled to other time off at the appropriate rate.

Unscheduled part-time employees shall be paid, in addition to regular rates, an amount of five (5%) percent of gross salary earned in the prior four (4) calendar weeks. This calculation does not include overtime wages earned.

17.03 An employee who is scheduled or required to work on a designated holiday will be paid at the rate of double time (2X) or an equivalent number of hours off with pay at a time mutually agreed upon by the Centre and the employee.

17.04 All employees who work on a designated holiday that is also a scheduled day of rest shall be entitled to triple time (3X) or an equivalent number of hours off with pay at a time mutually agreed upon by the Centre and the employee.

17.05 All employees who are assigned and agree to work beyond their normally scheduled hours on a designated holiday shall be entitled to triple time (3X) or an equivalent number of hours off with pay at a time mutually agreed upon by the Centre and the employee.

ARTICLE 18 – VACATIONS

18.01 Definition

Vacation means annual vacation with pay.

18.02 Vacation Credits

All employees will earn vacation credits on the following basis:

- a. During the first four (4) years of continuous employment, three (3) working weeks per year.
- b. During the fifth (5th) and subsequent years of continuous employment, four (4) working weeks per year.
- c. During the ninth (9th) and subsequent years of continuous employment, four and one-half (4 1/2) working weeks per year.
- d. During the tenth (10th) and subsequent years of continuous employment, five (5) working weeks per year.
- e. During the fifteenth (15th) and subsequent years of continuous employment, six (6) working weeks per year.
- f. During the twentieth (20th) and subsequent years of continuous employment, six (6) working weeks per year plus one (1) day.
- g. During the twenty-fifth (25th) and subsequent years of continuous employment, six (6) working weeks per year plus two (2) days.
- h. During the thirtieth year (30th) and subsequent years of continuous employment, six (6) working weeks per year plus three (3) days.

18.03 Vacation Schedules

All vacation requests must be made by March 31 and a vacation schedule will be established on the basis of seniority. Any requests made after that time will be booked on a first-come, first-served basis subject to operational requirements.

18.04 Unbroken Vacation

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

18.05 Disputes in Scheduling

Disputes arising over vacation scheduling shall be resolved by the application of the seniority principle.

18.06 Vacation Credits – Part-Time Employees

All employees shall accumulate credits during the year. Scheduled part-time employees' credits shall be pro-rated based on the number of hours they work. Casual employees' vacation credits shall be paid to them on each pay period.

18.07 Carry-Over of Vacation

The vacation entitlement contained herein will be taken by all the employees annually, subject however, to the provision that the employees may make application to the Centre for carry-over of the entitlement to the following year. Carry-over of up to five (5) days shall be approved. Carry-over in excess of (5) days may be approved by the Centre.

18.08 Vacation Pay on Termination

An employee leaving the service at any time in the vacation year, before the employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of such unused vacation.

18.09 Leaves During Vacation

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

- a. granted bereavement leave; or
- b. granted sick leave; or
- c. granted other approved leave of absence; or
- d. when a designated holiday falls on a day during an employee's vacation period;

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

18.10 Vacation Records

Vacation leave credits for all scheduled employees will be reported monthly on the seventh (7th).

18.11 Vacation Credits Applied to Employee Centre Start Date

When an employee moves from the Centre seniority list to the Transportation Division seniority list or vice versa, their accumulated seniority shall be used for the purpose of establishing their new vacation credits entitlement. In that way the employee will continue to receive vacation credits based on their start date with the Centre.

ARTICLE 19 – SICK LEAVE

19.01 Accumulation Rate and Use

Sick leave credits shall be earned at the rate of 1.5 days per month, to a maximum of **twenty-three (23)** days. Part-time employees shall accumulate sick leave credits on a pro-rated basis. Employees shall use sick leave credits for illness or injury to themselves or their immediate family, or any other family emergency.

19.02 Accumulation of Sick Leave

When an employee is **on sick leave and** has exhausted sick leave credits, the employee shall cease to accumulate sick leave or annual vacation credits. Credits will commence when the employee returns to work.

19.03 Notification of Centre

Any employee who becomes incapacitated due to illness or injury shall notify the Head of the Division, the Chief Executive Officer or **their** designate, one (1) hour prior to the time that the employee would normally report for work, that the employee will not be able to be present for work.

19.04 Proof of Illness

Every employee claiming sick leave may be required to complete a statutory declaration stating that they were ill or injured and unable to work. If requested by the Division Head or Chief Executive Officer, **after three (3) consecutive sick days**, the employee shall also produce a duly signed medical certificate to the effect that the employee was unable to perform **their** duties due to illness or injury.

19.05 Leave of Absence While Sick

In cases where employees are sick beyond their accumulated sick credits, and when a medical certificate is provided, the Centre shall grant leave of absence, without pay. Employees shall continue to accumulate seniority.

Employees shall have the right to return to their former position as per Article 19.11.

19.06 Sick Leave During Leave of Absence

When an employee is given leave of absence, without pay, for any reason or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence, etc., they shall retain their existing accumulated credits at the time of such leave or layoff.

An employee shall continue to accumulate sick leave credits for leave of absence or layoff of less than one (1) month on a pro-rated basis.

19.07 Sick Leave Records

A record of an employee's accumulated sick leave credits shall be reported every month on the seventh (7th).

19.08 Recognition of Social Illness

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

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

19.09 Disability

Whereby reason of disability, an employee is deemed incapable of maximum service in the work in which the employee is engaged, the employee may be transferred to other employment for which the employee is better suited and the employee's rate of pay adjusted to the rate of such other work. Wherever possible, this course shall be taken in preference to termination of employment.

19.10 Long Term Disability Insurance

Immediately upon employment and as a condition of employment, every employee shall apply for the Centre's Long Term Disability Plan. The Centre will deduct from the employee's salary the premium for this Plan.

- a. **Benefit coverage ceases effective the date the employee is approved for Long Term Disability unless the employee opts to continue coverage by paying both their and the Employer's share of premiums.**

19.11 Workers' Compensation and Long Term Disability

- a. Accumulation of Seniority

An employee who is unable to work and is receiving benefits from Workers' Compensation or the Centre's Long Term Disability Plan, shall continue to accumulate seniority.

- b. Employees receiving WCB or LTD benefits shall have the right to return to their former position within twenty-four (24) months.

If an employee does not return within twenty-four (24) months, but is fit to return to work at some point, the Centre agrees to consider the employee for the first vacancy for which they have both the seniority and qualifications.

- c. For periods of time during which benefits are being paid under the provisions of WCB or the Centre's Disability Plans, an employee shall not earn sick leave and vacation credits for a period in excess of sixty (60) days.

ARTICLE 20 – BENEFITS

Changes in major benefits negotiated by SGEU shall be considered grounds to open this contract for negotiations regarding such changes.

20.01 Workers' Compensation Pay Supplement

An employee who is receiving benefits from the Workers' Compensation Board as a result of an accident arising out of the performance of regular duties with the Centre shall continue to be paid by the Centre, and the Centre shall receive re-imbusement from the Workers' Compensation Board to ensure that there is no delay to the employee in receiving benefits until a permanent disposition of the case is made by the Workers' Compensation Board.

20.02 Registered Retirement Savings Plan

It shall be a condition of employment that all permanent employees shall, after one (1) year of service, be required to enroll in a group Registered Retirement Savings Plan administered by any company agreed to by a joint committee of Employer and employee representatives. The Plan is to be in the employee's name subject to the conditions of the plan. Employees will enter into the agreement with The Community Service Centre and contributions will be made at the rate of five-and one-half percent (5.5%) of gross salary and will be matched with an equal contribution from the Centre.

After six (6) months of employment, employees shall have to the option enroll in the Registered Retirement Savings Plan and submit their own contributions. The Community Service Center contributions will start after one (1) year as per the foregoing paragraph.

20.03 Professional Fees

Employees who may desire to join a professional organization, which membership would benefit either the Community Service Centre or the employee in the performance of the employee's job, may be reimbursed for any initial or membership fees paid to such organization at the Chief Executive Officer's discretion.

Employees who are required to be part of a professional organization as part of their employment will be reimbursed for any initial and/or membership fees paid to such organizations.

20.04 Life Insurance

Immediately upon employment and as a condition of employment, every employee shall apply for the Centre's Life Insurance Plan.

Casual employees have the option of enrolling in the Plan.

20.05 Dental Insurance

Immediately upon employment and as a condition of employment, every employee shall apply for the Centre's Dental Plan Insurance as outlined in Schedule "C".

Any employee may be exempt from the Plan if coverage already exists through a plan held by their significant other.

Casual employees are exempt from this requirement, however they may choose to apply for insurance provided they pay one-hundred percent (100%) of the premium.

20.06 Extended Health Insurance

Immediately upon employment and as a condition of employment, every employee shall apply for the Centre's Extended Health Insurance as outlined in Schedule "C".

Any employee may be exempt from the Plan if coverage already exists through a plan held by their significant other.

Casual employees are exempt from this requirement, however they may choose to apply for insurance provided they pay one-hundred percent (100%) of the premium.

20.07 Accidental Death and Dismemberment Insurance

Immediately upon employment and as a condition of employment, every employee shall apply for the Centre's Accidental Death and Dismemberment Insurance as outlined in Schedule "C".

Casual employees have the option of enrolling in the Plan.

ARTICLE 21 – LEAVES OF ABSENCE

21.01 General Leave of Absence

- a. An employee may be granted, for valid reasons, leave of absence without pay provided satisfactory arrangements can be made for the performance of the employee's work during the employee's absence. The decision as to whether such satisfactory arrangements can be made shall rest solely with the Chief Executive Officer. An employee granted leave of absence without pay shall be reinstated in the position in the department in which the employee was employed prior to going on leave. If the employee's position is abolished during the employee's absence, the employee shall be subject to the layoff provisions applicable had the employee been occupying the position at the time of its abolition.
- b. Notice of intention not to return to work from a leave of absence must be provided at least thirty (30) days prior to the actual date of return to work.

21.02 Union Business Leave

The Centre recognizes that it is the right of all employees to participate fully in the affairs of the Union and in all matters which affect the Union. The Centre recognizes that it is also beneficial to encourage that participation and therefore:

- a. The Centre agrees to grant Representatives of the Union leave of absence without loss of pay to attend Union **conventions or to perform other functions on behalf of the Union**, subject to operational requirements. The Union shall reimburse the Centre for all pay and benefits during periods of Union leave. No more than four (4) members shall be away on Union Leave at any one time. The alternate Union Representative may have to respond to the leave when work situations are such that the original elected person cannot leave the worksite.
- b. The Centre agrees to grant leave of absence without pay for up to one (1) year to employees who have been elected to a full-time office or position in the Union. Further leaves shall be granted upon request by the employee involved. Seniority shall accrue to the employee during the leave of absence along with previously earned benefits.

21.03 Entitlement Days – Vacation Days with No Pay

Five (5) Entitlement Days shall be granted to all employees with three (3) weeks or less vacation credits.

21.04 Compassionate Leave

An employee shall be given time off with pay to the limit of one (1) day in order that they might attend as a mourner. Employees shall have the option to charge such leave to the employee's sick leave or vacation credits.

Paid compassionate leave to an employee shall be granted for death, serious illness or other crisis in an employee's immediate family **as defined in Article 1.15**. Such leave shall not exceed five (5) working days and shall not be chargeable to the employee's sick leave credits. An additional two (2) days will be granted if travel is necessary.

21.05 Witness and Jury Duty

Time spent by an employee required to serve as a juror or subpoenaed witness or to attend jury selection shall be considered as time worked at the appropriate rate of pay. Payment received from the courts will be returned to the Centre.

21.06 Time Off for Voting

Present statutes require that employees have three (3) consecutive hours before closing of polls for Provincial and Federal elections.

21.07 Study Courses

Any member of this Union desiring to improve the knowledge of that employee's work by a study course may apply to the Chief Executive Officer stating the name of the course, its cost and the time during which the studies will be done. If the Chief Executive Officer approves of the course, the Centre will advance the cost of such a course and on successful completion within the time specified or within one (1) year after the time specified, the advance will be written off. All employees shall continue to earn seniority during the period of leave.

If the employee fails to successfully complete the course within one (1) year after the time specified for the completion of the course or leaves the service of the Centre before the course has been completed, the entire amount of the advance made for the course shall be forthwith payable and may be collected out of monies due to the employee by the Centre or in any other legal method of collection.

Anyone leaving the employment of the Centre within one (1) year after the completion of a course of study which the Centre has advanced the cost of the course, shall reimburse the Centre on a pro-rated basis.

Cost of training for First Aid, C.P.R., P.A.R.T., Crisis Intervention and other related training shall be covered by the Centre.

21.08 Parental Leave

a. Protection During Parental, Maternity, Adoption Leave

Parental, maternity, adoption leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in their employment because of pregnancy, adoption or birth of a child. The Centre shall not deny a pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to a pregnant employee, the employee shall be entitled to transfer to another position where they are capable of performing the work and satisfactory arrangements can be made within the workplace.

b. Length of Parental, Maternity, Adoption Leave

Parental, maternity, adoption leave shall cover **the period as provided in *The Saskatchewan Employment Act*** and may be taken at the employee's discretion before and or after the birth or adoption of a child. When requested, an extension up to a maximum of one (1) additional year shall be allowed.

At the request of the employee, the Centre may grant a period of up to two (2) years unpaid parental, maternity, adoption leave.

c. Seniority Status During Parental, Maternity, Adoption Leave

Employees shall continue to accumulate seniority while on parental, maternity, adoption leave and shall retain their full employment status and rights.

d. Procedure Upon Return from Parental, Maternity, Adoption Leave

When employees decide to return to work after parental, maternity, adoption leave, they shall provide the Centre with at least one month's notice. On return from Parental, Maternity, Adoption leave, employees shall be returned to their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay if such position exists in that department; otherwise the bumping procedure will take effect in accordance with Article 10.

21.09 Interpersonal Violence Leave

The parties recognize that employees may face situations of interpersonal violence in their personal lives. *The Saskatchewan Employment Act* (SEA) 2-56.1 (1) identifies who is eligible for Interpersonal Violence Leave and SEA 2-56.1 (3) identifies the purpose of the leave.

As provided for in the Interpersonal Violence Leave in *The Saskatchewan Employment Act*, upon request to the Employer, employees shall be entitled to a paid leave up to a maximum of five (5) days and unpaid leave up to a maximum of five (5) days per fiscal year. As per Section 2-56.1 (7), the Employer may request written evidence issued by persons identified in Subsection 12.4 (4) of *The Victims of Interpersonal Violence Act*.

Employees will ensure the Employer is notified as soon as possible as to the expected duration of the leave. If additional time is needed, an employee may request to use other applicable leave provisions as per the Collective Agreement.

21.10 Entitlement Days Without Pay – Seniors' Transportation and Access Transit

Thirty (30) Entitlement Days may be granted to all Seniors' Transportation and Access Transit Drivers provided the request was submitted to the Chief Executive Officer at least fourteen (14) days prior to the date of leave and provided coverage can be found to cover the shifts. These leave days do not need to be consecutive.

21.11 Pressing Necessity Leave

An employee shall be granted up to two (2) days per year with pay for pressing necessity.

Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the employee and which is of an emergent nature and requires the immediate attention of the employee.

Pressing necessity leave shall also include:

- Mental Health days

It is intended that one (1) day pressing necessity leave be allowed for each occasion up to a maximum of two (2) occasions per year.

ARTICLE 22 – PAY ADMINISTRATION

22.01 Salaries

- a. Employees working under Schedule "A" – Salary Scale salaries are subject to revision in accordance with SGEU for equivalent classifications. The Employer will provide the Union with the annual SGEU Salary Scale, Schedule "A".
- b. The wage schedule covering employees occupying positions in the Classification Plan shall be set out in Schedule "A" and "B" forming part of this Agreement.
- c. The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Schedule "A" and "B" except as follows:

Employees commencing employment who have previous experience acceptable to the Centre shall be placed on the salary range in accordance with the following:

- i. less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 1
- ii. one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 2
- iii. three (3) years of experience in the five (5) years immediately preceding the date of employment shall be placed at Step 3

Experience acceptable to the Centre for each classification will include directly related experience only.

- d. Annual salary increments shall be payable upon achieving the equivalent of one (1) year of full-time employment.
- e. Employees who work less than full-time will receive their next increment on the first pay period following the completion of the full-time equivalent hours of work for their position. 1,872 hours is equivalent to one (1) year.
- f. When an employee moves to a position in a higher pay level or has their existing position re-classified to a higher level, the annual salary increment date will be adjusted to the anniversary date of the move/re-classification.

22.02 Increments After a Leave of Absence

When an employee returns to work after a leave of absence without pay or a layoff, the employee will be credited with all service before the leave/layoff, unless otherwise stated in this Agreement; however, the increment date will be adjusted to reflect the time away from work.

22.03 Changes in Pay Range

See Article 8.03.

22.04 Calculation of Sick Leave and Vacation

If an employee commences employment between the first (1st) and the fifteenth (15th), it shall be considered a full month for the purposes of vacation and sick leave accumulations. If an employee commences employment between the **sixteenth (16th)** and the last day of the month, it shall be considered one-half (1/2) month for the purposes of vacation and sick leave accumulations.

22.05 Pay Periods

Employees shall be paid semi-monthly on the first (1st) and fifteenth (15th) of each month.

22.06 Statement of Earnings

Net pay will be directly deposited to the bank/credit union of the employee's choice **on the last banking day prior to the fifteenth (15th) of the month and the last banking day** of the month. On each payday, every employee shall receive a statement describing the gross amount earned, itemized deductions and net pay deposited.

22.07 Termination and Vacation Pay

Upon termination of service, employees shall receive pay in lieu of earned vacation time or will be deducted for vacation time taken in excess of earned vacation time.

22.08 Employee Performing Higher Duties

Higher duties will be assigned to the senior employee who can perform the duties or they will be given reason in writing, if requested, why they were not assigned. Any employee who performs the duties of a higher paid category during sickness, annual vacation or other extra leave of absence of a higher paid employee shall be paid at the higher rate of pay for that position. The higher rate of pay shall not be less than the minimum rate set out in the classification of such more highly paid employee. The rate of pay for such an arrangement shall be agreed upon in writing between the Chief Executive Officer and employee prior to the duties commencing.

22.09 Legal Costs

The Centre shall pay all costs arising out of law suits or charges in any court against an employee as a result of performing their duties for the Centre, with the exception of charges or law suits arising as a result of a vehicle operator violation for which the employee is responsible or in the case of willful misconduct. In such a suit, the Centre retains the right to appoint the legal advisor for such an employee.

22.10 Clothing Allowance – Drivers

The Employer shall pay for clothing for scheduled and casual employees as listed below:

- a. At start of employment, scheduled employees will be supplied with five (5) shirts (2 winter, 3 summer), three (3) pairs of pants, two (2) pairs of shorts and two (2) jackets (one summer, one winter).
- b. Every two years thereafter, or sooner if needed, scheduled employees will be supplied with two (2) shirts, two (2) pairs of pants and one (1) pair of shorts.
- c. Every three years, or sooner if needed, scheduled employees will be supplied with new jackets.
- d. Casual drivers will be provided one complete uniform after completing two-hundred (200) hours of casual driving. Replacement of clothing will be supplied thereafter as per Article 22.10 b. and c.

- e. The Centre shall pay 100% of the cost of pure (100%) rubber soled footwear to a maximum contribution of two-hundred dollars (\$200.00) including PST and GST for all employees.

The employee must provide a copy of the receipt and UPC code verifying the footwear has the pure (100%) rubber sole.

Employees must purchase this footwear and wear it during the snow season.

- f. The Employer will provide gloves on an as needed basis.

ARTICLE 23 – TECHNOLOGICAL AND OTHER CHANGES

23.01 Definition

In this Article "technological change" means any change in:

- a. the introduction of equipment, material, or process different in nature, type or quantity from that previously utilized;
- b. in work methods, organization, operations or processes affecting one or more employees;
- c. in the location at which the work, undertaking or business operates;
- d. in the work, undertaking or business carried on by the Centre, including any change in function performed and including the removal of any part of the work, undertaking or business.

23.02 Adverse Effects to be Eliminated

In carrying out technological changes, the Centre agrees to eliminate all injustices to or adverse effects on employees or any denial of their contractual or legal rights which might result from such changes.

23.03 Advance Notice

When the Centre is considering the introduction of technological change:

- a. the Centre agrees to notify the Union as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made;

- b. the foregoing notwithstanding, the Centre shall provide the Union, at least ninety (90) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

23.04 Data to be Provided

The notice mentioned in Article 23.03 shall be given in writing and shall contain pertinent data, including:

- a. the nature of the change;
- b. the date on which the Centre proposes to effect the change;
- c. the approximate number, type, and location of employees likely to be affected by the change;
- d. the effects the change may be expected to have on employees working conditions and terms of employment.

23.05 Consultation

Technological change shall be introduced only after the Union and the Centre have reached agreement through collective bargaining regarding the measures to protect the employees from any adverse effects.

23.06 Arbitration

If the Centre and the Union fail to agree upon such measures, the matter shall be referred to the Grievance and Arbitration Procedure for the purpose of determining such matters. The technological change shall not be introduced by the Centre until such determination is made.

23.07 Guaranteed Employment

No regular employee shall be dismissed or have their regular hours reduced by the Centre because of technological change.

23.08 Change – Income Protection

An employee whose job is changed or who is displaced from their job by virtue of technological change will suffer no reduction in normal earnings.

23.09 Transfer Arrangements

An employee who is rendered redundant or displaced from their job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which they have seniority and which they are able to perform. If there is no vacancy, they shall have the right to displace employees with less seniority, provided they are able to perform the job.

23.10 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Centre, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position. The Union and Management agrees to meet and discuss the implementation of this clause.

23.11 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be provided unless the Centre can prove it is economically prohibitive.

23.12 Training Period

The training provided for in this Article shall be given during the hours of work whenever possible. Any time devoted to training due to technological change shall be considered as time worked.

23.13 No New Employees

No additional employees shall be hired by the Centre until employees affected by the change, or employees on layoff, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

23.14 New Classification

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be

automatically included in the Bargaining Unit unless the Union and the Centre mutually agree to exclude them.

If the parties are unable to agree on the classification and/or rate of pay for the job in question, the issue shall be resolved in accordance with Article 8.02.

23.15 Drivers Changing Status

- a. Any employee who is retiring or has retired, may request to change their status to casual or apply for a casual position by submitting an application to the CEO. If approved, the employee shall be placed at the bottom of the appropriate casual list(s). Employees who have been away from the Centre one (1) year or less will be paid at the same step on the pay scale when they retired or were due for retirement.
- b. **Any full-time driver who chooses to decrease their hours and participate in a job share or chooses to decrease their hours and move to a part-time position shall be placed at the bottom of the appropriate casual list. Employees will be paid at the same step of the pay scale for casual shifts as for their job share or part-time position.**

ARTICLE 24 – TIME IN LIEU

For employees who normally have no opportunity to work overtime and who may be eligible for time in lieu approved by the supervisor shall be administered as follows:

Employees must work a minimum of eight (8) hours per working day except with the approval of the supervisor when the employee is taking banked time in lieu off.

24.01 Banking and Carry-Over

Employees may bank extra time worked per day, with the prior approval of the supervisor. **Approval shall not be unreasonably denied.** Extra time worked may be banked only when the period of extra time is a minimum of fifteen (15) minutes per occasion.

Employees shall use time in lieu within thirty (30) calendar days of time worked. Time in lieu shall not constitute overtime nor will time in lieu worked incur any premiums which would not otherwise accrue.

24.02 Recording of Hours

Employees will be responsible for the recording of hours worked. Failure to accurately record hours worked will be the basis for disciplinary action and/or the removal of the Time in Lieu option.

ARTICLE 25 – TERMS OF THIS AGREEMENT

25.01 Duration

This Agreement shall be binding and shall remain in effect as and from the first (1st) day of October 2019 and shall continue until the thirtieth (30th) day of September 2025 and then from year to year except as provided for in Articles 25.02 and 25.03 and 25.04.

Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

25.02 Changes

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

25.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of not less than sixty (60) days and not more than one-hundred and twenty (120) days prior to the expiry date, give notice, in writing, to the other party of the changes proposed.

25.04 Retroactivity

Employees who have severed their employment between the expiry date of this Agreement and the effective date of the new Agreement shall receive full retroactivity of any increases provided the termination was for medical reasons or transfer of their significant other.

SCHEDULE "A" – SALARY SCALE (SGEU) AND CUPE LOCAL 160

The Employer agrees to pay the negotiated wage increases retroactive to **October 1, 2022, for classifications on the SGEU grid**. The retroactive payment will be on a separate cheque.

Schedule "A" will receive the increases as per the SGEU.

The following classifications are paid according to this Schedule:

- **Program Support Worker Level 4**
- **Accounting Clerk Level 5**
- **Vocational Counsellor Level 8**
- **Budget Counsellor Level 8**

SGEU SALARY SCALE

Part Schedule 1 - Effective October 10, 2021

Negotiated Change 2%

Biweekly

Level	Hourly Salary Range		36 Hours/Week		37 1/3 hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Level 1	\$17.355	\$21.745	\$1,249.56	\$1,565.64	\$1,295.83	\$1,623.61
Level 2	\$18.396	\$23.053	\$1,324.51	\$1,659.82	\$1,373.56	\$1,721.28
Level 3	\$19.501	\$24.440	\$1,404.07	\$1,759.68	\$1,456.06	\$1,824.84
Level 4	\$20.670	\$25.903	\$1,488.24	\$1,865.02	\$1,543.35	\$1,934.07
Level 5	\$22.323	\$27.975	\$1,607.26	\$2,014.20	\$1,666.77	\$2,088.78
Level 6	\$24.107	\$30.214	\$1,735.70	\$2,175.41	\$1,799.97	\$2,255.96
Level 7	\$26.038	\$32.630	\$1,874.74	\$2,349.36	\$1,944.15	\$2,436.35
Level 8	\$28.118	\$35.239	\$2,024.50	\$2,537.21	\$2,099.46	\$2,631.16
Level 9	\$30.935	\$38.764	\$2,227.32	\$2,791.01	\$2,309.79	\$2,894.35
Level 10	\$34.028	\$42.641	\$2,450.02	\$3,070.15	\$2,540.73	\$3,183.83
Level 11	\$37.432	\$46.906	\$2,695.10	\$3,377.23	\$2,794.90	\$3,502.28
Level 12	\$41.174	\$51.598	\$2,964.53	\$3,715.06	\$3,074.30	\$3,852.62
Level 13	\$45.291	\$56.756	\$3,260.95	\$4,086.43	\$3,381.70	\$4,237.74
Level 14	\$49.822	\$62.428	\$3,587.18	\$4,494.82	\$3,720.01	\$4,661.25

SCHEDULE "B" – SALARY SCALE

The Employer agrees to pay the negotiated wage increases retroactive to January 1, 2022, for classifications linked to CUPE Local 160 increases. The retroactive payment will be on a separate cheque.

Schedule "B" will receive the increases as per CUPE Local 160 increases.

Transportation salaries are subject to budget approval by The City of Prince Albert, Outside Workers, represented by CUPE Local 160.

The following classifications are paid according to this Schedule:

- Access Transit Drivers
- Dispatcher/Casual Dispatcher
- Fundraising Coordinator
- Seniors' Transportation Drivers

Effective January 1, 2021

Access Transit Drivers Dispatcher/Casual Dispatcher Fundraising Coordinator	Up to 1,872 Hours	1,872-3,744 Hours	3,744 Hours & thereafter
Permanent & Casual Hourly Rate	20.62	22.33	24.47

Seniors' Transportation Drivers	1,872 Hours	3,744 Hours	5,616 Hours	7,488 Hours
Hourly Rate Casual & Permanent	14.36	15.52	16.67	17.83

Notes:

- Transportation salaries are subject to budget approval by The City of Prince Albert, Outside Workers, represented by CUPE Local 160.
- **Drivers who hold a position as Access Transit driver will receive their rate of pay when driving for either Access Transit or Seniors' Transportation.**
- **Drivers who hold a position with Seniors' Transportation will receive the starting wage for Access Transit drivers when filling an Access Transit shift provided they have necessary qualifications.**

SCHEDULE "C" – BENEFITS

Employer contributions will be 100% for Extended Health, Dental, Accidental Death and Dismemberment and Life Insurance for Seniors' Transportation staff eligible for these Plans.

Any employee may be exempt from the Dental and Health Plan if coverage already exists through a plan held by the spouse or by Indigenous Services Canada coverage.

Benefit premiums are paid via deductions from salary every pay period as follows:

Benefit Plan	Employee Pays	Centre Pays
Extended Health	30%	70%
Dental	37%	63%
Accidental Death and Dismemberment	100%	0%
Life Insurance	100%	0%
Long Term Disability	100%	0%
Critical Illness	0%	100%
Employee Assistance Plan	0%	100%

SCHEDULE "D" – CLASSIFICATIONS

ACCOUNTING CLERK I

Kind and Level of Work

Performs standardized accounting/clerical duties in maintaining accounting records. Distinguished from other clerical positions by the number and variety of bookkeeping activities performed, and by the general familiarity required with basic bookkeeping methods and techniques. Supervision is provided by the Administrative Manager; work is checked by direct and indirect methods.

Typical Duties

1. Support and communicate the philosophy that our client is our first priority.
2. Prepare documents of original entry, receipts, bank deposits and vouchers.
3. Control accuracy and compliance with regulations of documents (vouchers, expense claims, invoices, time reports, payrolls) prior to payment.
4. May conduct correspondence and prepare vouchers, memorandums or summaries.
5. Prepare cheques for payment of expenditures using the Centre's Accounting software.
6. Enter monthly transactions into G/L using the Centre's Accounting software.
7. Bank Reconciliations.
8. Prepare payrolls and Receiver General remittance.

Qualifications/Requirements

- Successful completion of an Accounting Clerk course.
- Ability to comprehend and apply accounting procedures and regulations.
- Ability to maintain sustained attention to detail; and to make arithmetical computations accurately and quickly.
- Skill in operating office machines; and in writing legibly.
- Knowledge of the Centre's Accounting software.
- Experience using automated spreadsheets.

PROGRAM SUPPORT WORKER

Kind and Level of Work

Employees of this class perform responsible clerical and typing work in administration of programs in the Community Service Centre and report to the Administrative Manager who also provides initial job training for new staff and in-service training as necessary. Employees of this position must be able to maintain an appropriate rapport with clients, staff and other persons with whom they deal in the performance of their duties.

Pay Level 4 - Schedule "A" – Salary Scale (SGEU)

Typical Duties

1. Support and communicate the philosophy that our client is our first priority.
2. Typing and word processing.
3. Operating telephone switchboard.
4. Filing, photocopying, faxing, etc.
5. Reception duties, including opening and closing office.
6. Assisting in the co-ordination of client-worker contacts.
7. Maintaining stock of office supplies.
8. Handle incoming/outgoing mail.
9. Sort monthly cheques.
10. Prepare cheques.
11. Office machine support.
12. Complete cash flow report.
13. Monitor job bank and papers for possible job leads for clients.
14. Data entry using spread sheets and data base programs.
15. Complete Work Prep status reports.
16. Prepare large mail-outs and receipts for Two Miles for Mary.

Qualifications/Requirements

- Successful completion of a standard Clerk Typist course with knowledge of the use of all office machines.
- Must have a keyboarding speed of 60 wpm and a knowledge of spread sheets, data bases, and word processing program.
- Must have the ability to deal tactfully with the public and preserve the confidentiality of information coming to their possession at work.

VOCATIONAL COUNSELLOR

Kind and Level of Work

Employees in this classification perform responsible interviewing, counselling and other duties related to Work Preparation program. Consultative guidance if required is provided by the Chief Executive Officer. Employees in this position are expected to establish and maintain good working relationships with clients, colleagues, members of professional disciplines, staff members and other agencies and the public in general.

Pay Level 8 – Schedule "A" – Salary Scale (SGEU)

Typical Duties

1. Support and communicate the philosophy that our client is our first priority.
2. Determine eligibility and assess need of applicants for the various services available from the Work Preparation Program.
3. Counselling and assessment to identify client potential for training, personal development and/or employment.
4. Prepare documentation to determine eligibility for client supports funded by Government Agencies.
5. Referral to special programs developed to assist multi-barriered individuals.
6. Develop and maintain effective working relationships with clients.
7. Recruit prospective employers and maintain involvement to ensure positive work placements and on-the-job training.
8. Provide additional vocational services as needed such as career testing and job search preparation skills.
9. Consult with Chief Executive Officer as required in more difficult cases.

Qualifications/Requirements

- Bachelor's degree in social work or a related discipline.
- Must have experience in vocational planning, career counselling and job search skills training, as well as group facilitation skills, as required.
- Must demonstrate ability to work with persons with disabilities and possess extensive knowledge of cross-cultural, poverty and other socio-economic issues and how they impact on individuals.

BUDGET COUNSELLOR

Kind and Level of Work

Employees in this position work with considerable independence to perform counselling, teaching and trusteeship for the Budget Counselling Program. They are expected to have a good knowledge of racial and poverty issues, and excellent money management skills. Consultative guidance as required is provided by the Administrative Manager. Employees in this position are expected to maintain good working relationships with clients, colleagues, members of professional disciplines and staff of other agencies.

Pay Level 8 – Schedule "A" – Salary Scale (SGEU)

Typical Duties

1. Support and communicate the philosophy that our client is our first priority.
2. Acts as trustee to clients referred to Budget Counselling Services.
3. Develops individualized spending plans with clients on trusteeship.
4. Prepares cheques for payment of both routine and emergency needs of clients.
5. Maintains a precise record of all funds received and cheques made for individual clients.
6. Submits accounting of client funds to Income Security when requested.
7. Submits printed source journals to accounting.
8. Develops and maintains co-operative relationships with professional workers, representatives of government departments and community agencies.
9. Refers clients to other agencies and programs offering specialized service.
10. Develops training materials for use in Group Budgeting Workshops.
11. Teaches money management skills to individuals and in groups.
12. Advocates and mediates for clients with landlords, utility companies and Income Security departments.
13. Acts as Commissioner for Oaths.

Qualifications/Requirements

- Bachelor of Social Work or Certificate of Social Work or related degree with five years directly related experience.
- Demonstrate considerable counselling skill, individually and in groups.
- Demonstrate an ability to work with clients who have mental illness/addictions/brain damage/intellectual challenges.
- Display a good knowledge of federal and provincial income support programs.
- Display a good knowledge of community resources.

DRIVER – SENIORS' TRANSPORTATION

Kind and Level of Work

Employees of this class transport senior citizens and handicapped persons within our community. They are responsible for providing this service with program guidelines and are expected to develop and maintain an effective and helpful rapport with clients. They work closely with the Dispatcher who assigns their duties and supervises their day-to-day work.

Typical Duties

1. Support and communicate the philosophy that our client is our first priority.
2. Drive the car according to a pre-established schedule to transport clients.
3. Provide assistance to those clients who require door-to-door help and appropriate support to those with mobility problems.
4. Look after the general day-to-day maintenance of the car such as gas, oil checks, car washing.

Qualifications/Requirements

- Experience as a driver with an excellent safety record.
- Class 4 driver's license required before hiring.
- Demonstrated skill in working with client group.
- Knowledge of first aid is an asset.
- Police Record Checks and medicals required before hiring.

CASUAL DISPATCHER

Kind and Level of Work

Employees of this class will supervise and co-ordinate dispatch functions, ensuring that the City mandate for passenger traffic is upheld. They are responsible for operating within program service guidelines, and must maintain an effective rapport with riders, drivers, other Centre staff and the public. Their work is supervised by the Chief Executive Officer.

Typical Duties

1. Support and communicate the philosophy that our client is our first priority.
2. Ensure that all vehicles are dispatched in accordance with accepted operating procedures.
3. Prepare trip sheets for drivers.
4. Schedule in-town rides and out-of-town charters.
5. Complete the driver's work schedules, schedule casual cover off as required.
6. Book in buses and cars for maintenance.
7. Book buses for yearly inspections.
8. Compile daily and weekly statistics.
9. Prepare weekly bank deposits.
10. Responsible for petty cash.
11. Refer customer complaints to management.
12. Utilize TransSched software to register riders and schedule trips for drivers.

Qualifications/Requirements

- Grade XII or GED equivalent.
- Must have a thorough knowledge of Special Needs transportation regulation and dispatch procedures.
- Must have a thorough knowledge of the City of Prince Albert streets and districts.
- Must have the ability to simultaneously deal with incoming telephone calls and radio communications.
- Must be able to maintain appropriate records for statistics, reporting, billing and preparing deposits.
- Must have the ability to deal tactfully with the public.

DRIVER – ACCESS TRANSIT

Kind and Level of Work

Employees of this class transport qualified riders within the community, and to charter destinations as required. They are responsible for operating within program service guidelines, and must maintain an effective rapport with riders. Their work is scheduled by the Dispatcher or Casual Dispatcher.

Typical Duties

1. Support and communicate the philosophy that our client is our first priority.
2. Provide safe and courteous transportation for persons with disabilities.
3. Maintain and provide accurate records of trips, fares and ticket sales.
4. Screen riders for eligibility to utilize service.
5. Report irregularities to Dispatcher such as accidents, delays in trips and passenger complaints.
6. Inform Dispatcher of mechanical problems with bus.
7. Ensure that the buses are kept clean at all times.
8. Assist with the scheduling of passenger trips.
9. Advise Dispatcher when they are clear.
10. Other duties as assigned by Chief Executive Officer.
11. Medicals are required before hiring.

Qualifications/Requirements

- Must hold a clear and valid driver's license of proper classification.
- Must be familiar with the City.
- Possess good interpersonal skills and have the ability to relate to people with disabilities.
- Must be physically capable of assisting passengers as required to carry out the duties of the service.

DISPATCHER

Kind and Level of Work

Employees of this class will supervise and co-ordinate dispatch functions, ensuring that the City mandate for passenger traffic is upheld. They are responsible for operating within program service guidelines, and must maintain an effective rapport with riders, drivers, other Centre staff and the public. Their work is supervised by the Chief Executive Officer.

Typical Duties

1. Support and communicate the philosophy that our client is our first priority.
2. Ensure that all vehicles are dispatched in accordance with accepted operating procedures.
3. Prepare trip sheets for drivers.
4. Schedule in-town rides and out-of-town charters.
5. Complete the driver's work schedules, schedule casual cover off as required.
6. Interview new drivers and set up training for them.
7. Train Casual Dispatchers.
8. Book in buses and cars for maintenance.
9. Book buses for yearly inspections.
10. Complete annual vehicle status reports for each bus.
11. Complete annual specialized transit status report.
12. Compile daily, weekly, monthly and annual statistics.
13. Prepare weekly, monthly and annual reports to management.
14. Prepare invoices for rides.
15. Prepare weekly bank deposits.
16. Responsible for petty cash.
17. Handle customer complaints.
18. Utilize TransSched software to register riders and schedule trips for drivers.

Qualifications/Requirements

- Grade XII or GED equivalent.
- Must have a thorough knowledge of Special Needs transportation regulation and dispatch procedures.
- Must have a thorough knowledge of the City of Prince Albert streets and districts.
- Must have the ability to simultaneously deal with incoming telephone calls and radio communications.
- Must be able to maintain appropriate records for statistics, reporting, billing and preparing deposits.
- Must have the ability to deal tactfully with the public and effectively handle customer complaints.

SCHEDULE "E" – CLASSIFICATIONS/JOB DESCRIPTIONS – LETTER OF INTENT

LETTER OF INTENT #2022-01

BETWEEN

THE PRINCE ALBERT AND DISTRICT COMMUNITY SERVICE CENTRE INC.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2182

The parties agree to work together to update all job descriptions prior to June 1, 2023.

The updated descriptions will be added to Schedule "D" of the Collective Agreement in the next round of negotiations.

DATED THIS 10th DAY OF May, 2023.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2182:

PRINCE ALBERT & DISTRICT
COMMUNITY SERVICE CENTRE INC:

Don Hleuten
M. [Signature]

[Signature]
[Signature]

APPENDIX "A" – WAIVER OF UNION REPRESENTATION

CUPE LOCAL 2182

WAIVER OF UNION REPRESENTATION

I, _____ acknowledge that I have been:
Employee Name

_____ requested to formally meet with the Employer regarding an issue that may have disciplinary consequences on

_____, 20__;

_____ informed of the nature of the discussion; and

_____ advised and am aware of my right to have a Union Representative present at the meeting

I do not wish to have Union Representation at the meeting as indicated above.

By signing this waiver, I acknowledge that I have voluntarily chosen to attend this meeting without a Union Representative.

Employee Signature

Date

Employer Signature

Date



HARASSMENT COMPLAINT FORM

LOCAL: 2182

This form is to be completed by an employee/individual who has allegedly been harassed. When completed, it can be submitted to _____

For assistance or for more information, please contact: _____

1. Complainant Information

Name	
Department	
Position / Title	

2. Respondent Information (If your complaint has more than one Respondent, please complete a separate complaint form for each.)

Name	
Department	
Position / Title	

3. Description of Alleged Harassment

Please describe, in as much detail as possible, the incident(s) of alleged harassment. You may attach additional sheets if required. Please include:

- *who was involved;*
- *what was specifically said or done (words, tone, actions, etc.);*
- *when it happened (dates and times);*
- *where it happened;*
- *any witnesses to the incident(s) described (names and contact information, if possible);*
- *how the incident(s) impacted you; and*
- *if the incident(s) was reported to management (please provide details – who, when, what action was taken, etc.).*

4. Relevant Time Period

When did the alleged harassment begin?

When did the most recent incident of alleged harassment occur?

5. Summary Information

Involves multiple incidents of alleged harassment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Involves a single incident of alleged harassment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Involves physical contact and/or assault	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Involves verbal abuse and/or threats	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Involves reprisal and/or retaliation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Involves abuse of authority (use of authority serving no legitimate work purpose)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Involves sexual harassment (harassment which is gender-based/of a sexual nature)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Involves discriminatory harassment (based on prohibited ground of discrimination)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
If "yes" above, what prohibited ground was the basis of the alleged harassment?			
Where did the alleged harassment primarily occur?			

6. Signature

- I certify the information provided in this complaint to be accurate, true and complete to the best of my knowledge.
- I understand that I will not be subject to any adverse treatment as a result of making this complaint, provided that it has not been made for an improper purpose and that I have not provided information that I know to be incorrect, untrue or misleading.
- I acknowledge that, in order to preserve the integrity of the process and to protect the interests of all parties, I will maintain confidentiality and will not discuss this complaint with anyone other than those who need to know (i.e. Union Representative, investigators, legal counsel, health care providers, EAP/RWP Coordinators, and/or management representatives).
- I understand that the Employer will maintain the confidentiality of any information gathered as a result of this complaint, but will share such information as necessary to pursue resolution, including disclosing the complaint and related information to the Respondent or as otherwise required by law.
- I acknowledge that filing this complaint does not prevent me from pursuing any other remedies that may be available (e.g. grievance, Human Rights complaint, legal action, etc.), which are separate and distinct.

Name (please print)	
Signature	
Date	

7. Interim Measures

Do you believe that the Employer needs to take any interim measures pending resolution of your complaint (e.g. separation of Parties, workspace relocation)?

Yes No

If yes, please describe the requested measure and the reason why you think it is necessary.

8. Other Processes

Have you initiated any other process to deal with these allegations of harassment (e.g. grievance, Human Rights complaint, legal action, etc.)?

Yes No

If yes, please provide details of the process, including the status.

9. Additional Complainant Information

Position Type

Union

Immediate Supervisor

Work Location

Address for Correspondence

Telephone

Email

Relationship to Respondent (e.g. manager, subordinate, co-worker, client, etc.)

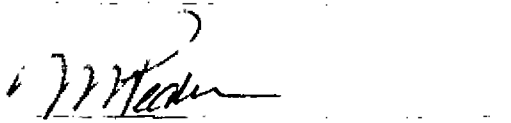
SIGNING PAGE

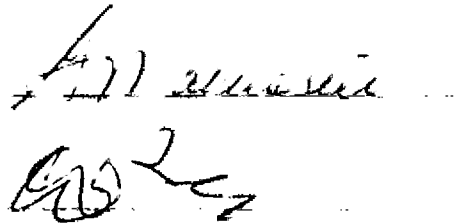
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT

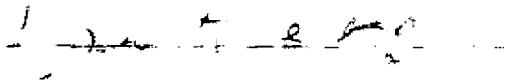
TO BE EXECUTED THIS 10th DAY OF May 2023.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2182:

PRINCE ALBERT & DISTRICT
COMMUNITY SERVICE CENTRE INC:









[https://cuppe.sharepoint.com/sites/askatchewanstaff/shared documents/ocals/2182 prince albert & district community service centre/collective agreements/2019-2025/collective agreement \(2182 2019-10-01 to 2025 09-30\).docx](https://cuppe.sharepoint.com/sites/askatchewanstaff/shared%20documents/ocals/2182%20prince%20albert%20&%20district%20community%20service%20centre/collective%20agreements/2019-2025/collective%20agreement%20(2182%202019-10-01%20to%202025%2009-30).docx)

LETTER OF UNDERSTANDING #2023 – 01

BETWEEN

THE PRINCE ALBERT AND DISTRICT COMMUNITY SERVICE CENTRE INC.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2182

RE: TRANSPORTATION HOURS OF WORK AND OT

The parties agree that:

1. Part-time drivers should have the opportunity to work casual shifts beyond their six (6) consecutive scheduled days.
2. Part-time drivers will be scheduled no more than six (6) consecutive days but can work casual shifts to a maximum of twelve (12) consecutive days.
3. This LOU will replace Article 14.01 and Article 14.02.
4. This LOU will expire upon the signing of a new collective agreement.

14.01 Drivers – Hours of Work

- a. Full-time employees shall work seventy-two (72) hours in a two (2) week period, as scheduled by the Centre, with the provision of one (1) day off in a two (2) week period, as per the 5/4 shift schedule agreed to by the parties. The day off will be either a Monday or a Friday.
- b. The work week shall be between Monday and Friday for full-time employees and Sunday to Saturday for part-time and casual employees.

Part-time staff shall be scheduled to work an average of thirty-six (36) hours per two (2) week period. Part-time employees will be scheduled to meet the demands of the service. **Employees shall be scheduled to work no more than six (6) days straight. Employees will not be excluded from accepting call-ins on their days off.**

Unless otherwise mutually agreed between the employer(s) and the local of the union, employees shall be scheduled no less than two (2) consecutive days off.

- c. **Casual staff shall be called in as needed.**
- d. Employees working on a full-time Access Transit shift shall be scheduled between the hours of 7:30 a.m. – 12 noon and 1:00 p.m. – 4:30 p.m. and are entitled to a one (1) hour unpaid meal break. This includes employees providing relief for full-time employees.
- e. Employees working on a full-time Seniors' Transportation shift shall be scheduled between 8:30 a.m. – 12:15 p.m. and 12:45 p.m. – 5:00 p.m. and are entitled to a one-half (1/2) to one

(1) hour unpaid lunch break. This includes employees providing relief or full-time employees.

f. Subject to operational requirements, break times may vary.

14.02 Overtime – Transportation Department

a. Full-Time

All time worked in excess of **eight (8) hours per day, forty (40) hours per week** or seventy-two (72) hours biweekly and all time worked on a scheduled day of rest or an earned day of rest shall be considered overtime. All overtime must receive prior approval from management.

b. Part-time and Casual

All time worked in excess of **eight (8) hours per day, forty (40) hours per week or eighty (80) hours** biweekly shall be considered overtime. All overtime must receive prior approval from management.

c. **Overtime** may be accumulated by full-time, **part-time and casual** drivers.

d. Overtime shall be taken as time in lieu. Employees shall not accumulate more than twenty-four (24) hours' time in lieu.

e. Requests for time in lieu shall not be unreasonably denied.

f. No employee shall be required to work overtime against their wishes when the work can be done by other employees.

g. An employee who is called back to work outside their regular working hours shall be paid for a minimum of four (4) hours at overtime rate.

h. Compensation for overtime shall be at the rate of double time (2X).

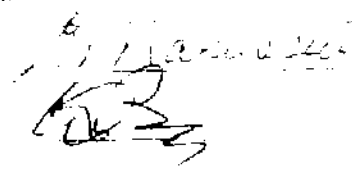
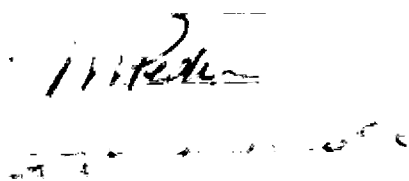
i. **Employees shall use time in lieu within thirty (30) calendar days of time worked. Time in lieu shall not constitute overtime nor will time in lieu worked incur any premiums which would not otherwise accrue.**

Dated this 10th day of May

, 2023 at Prince Albert, Saskatchewan.

ON BEHALF OF:
The Canadian Union of Public Employees
Local 2182

ON BEHALF OF:
The Prince Albert Community Service
Centre



LETTER OF UNDERSTANDING #2023 – 02

BETWEEN

THE PRINCE ALBERT AND DISTRICT COMMUNITY SERVICE CENTRE INC.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2182

RE: PAY PERIODS

ARTICLE 22 – PAY ADMINISTRATION

22.05 Pay Periods

Employees shall be paid **bi-weekly, every second Friday** according to payroll schedule.

22.06 Statement of Earnings

Net pay will be directly deposited to the bank/credit union of the employee's choice on **every second Friday**. On each payday, every employee shall receive a statement describing the gross amount earned, itemized deductions and net pay deposited.

The parties agree that effective April 3, 2023:

1. This LOU will replace Article 22.05 and Article 22.06.
2. The LOU will expire upon the signing a new collective agreement.

Dated this 04th day of May, 2023 at Prince Albert, Saskatchewan.

ON BEHALF OF:
The Canadian Union of Public Employees
Local 2182

ON BEHALF OF:
The Prince Albert Community Service
Centre

