



COLLECTIVE AGREEMENT

BETWEEN

**SELF HELP AND
RECREATION/EDUCATION
P.A. INC.
(S.H.A.R.E.)**

AND

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 4330**

April 1, 2023 to March 31, 2026

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This Agreement made this 15 day of August, 2024

between

SELF HELP AND RECREATION/EDUCATION P.A. INCORPORATED, hereinafter referred to as "the Employer",

PARTY OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4330 hereinafter referred to as "the Union",

PARTY OF THE SECOND PART

ARTICLE 1 – PREAMBLE

- a. Whereas it is the desire of both parties of this Agreement:
- i. To maintain and improve harmonious relations between the Employer and members of the Union.
 - ii. To promote cooperation and understanding between the Employer and the employees.
 - iii. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
 - iv. To encourage efficiency and safety in operations.
 - v. To provide and maintain a high quality of services to adults who experience psychosocial adjustment problems.
 - vi. To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.
- b. And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

ARTICLE 2 – INTERPRETATION

- 2.01 Union means the Canadian Union of Public Employees representing the employees of Self Help and Recreation/Education P.A. Incorporated.
- 2.02 Employee or employees means a person or persons to which the terms of this Agreement apply as indicated in Article 3 – Scope.
- 2.03 Executive Director means the Executive Director of Self Help and Recreation/Education P.A. Incorporated.
- 2.04 Promotion means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.
- 2.05 Demotion is defined as the movement of an employee from a position in one class to a position in another class with a salary rate of a lower maximum.
- 2.06 A full-time employee shall be defined as an employee who is regularly scheduled to work the full prescribed hours as stated in Article 11 – Hours of Work.
- 2.07 A part-time employee shall be defined as an employee who is regularly scheduled on an ongoing, less than full-time basis as per their letter of offer and is eligible for additional work up to and including full-time hours as stated in Article 11 – Hours of Work.
- 2.08 Wherever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 2.09 Permanent employee means an employee who has successfully completed probationary period on initial appointment.
- 2.10 Temporary employee shall be defined as an employee employed on a full-time or part-time basis for a specified period of time.
- 2.11 Casual employee is an employee who is called in as required to relieve the shifts of employees.

ARTICLE 3 – SCOPE

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

- Executive Director
- Rehabilitation Manager
- Office Manager

3.02 Full-time students, social assistance trainees hired under a federal or provincial government job creation or job training program and clients who work on an occasional basis shall not be included in the Bargaining Unit.

ARTICLE 4 – UNION SECURITY

4.01 Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 4330 as the sole and exclusive collective bargaining agent for all its employees except as excluded in Article 3.01. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning matters affecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

4.02 Work of the Bargaining Unit

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

4.03 No Contracting Out

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

4.04 Non-Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any worker in the matter of wage rates,

training, upgrading, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of mental illness, age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, socio-economic status or marital status, family relationship, place of residence, physical handicap, nor by reason of membership or activity in the Union or any other reason within the context of *The Saskatchewan Human Rights Code*.

4.05 Refusal to Cross Picket Lines

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

4.06 Union Membership

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

4.07 Check-Off

The Employer agrees to deduct on behalf of the Union, when requested in writing by the Union and the employee, all initiation fees, regular monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The Employer shall remit such deduction to the Secretary-Treasurer of the Union prior to the 15th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made. The dues authorization forms shall be supplied by the Union.

4.08 Monthly Statement

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

4.09 New Employees

- a. The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment including those set out in the Article dealing with Union Security and Dues Check Off.
- b. Within thirty (30) days of being notified, a representative of the Union shall be given twenty (20) minutes during working hours to acquaint new members with the benefits and duties of Union membership.

4.10 Temporary Out-of-Scope Appointment

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.

4.11 Union Access

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

4.12 Bulletin Boards

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

4.13 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the President of the Board and the Secretary of the Local Union.

ARTICLE 5 – LABOUR/MANAGEMENT RELATIONS

5.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper

authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its Board of Directors and/or Administration with whom the Union is required to transact business.

5.02 Union Bargaining Committee

If the Bargaining Committees agree to meet to conduct negotiations during working hours, the Employer will provide leave with pay for three (3) employees for all time spent in negotiations. The Union will advise the Employer of the Union nominees to the Committee.

5.03 Labour Management Committee

- a. The goal of this Committee is to maintain and promote harmonious relations between the Employer and the Union. The Committee shall discuss and settle concerns of management or the Union or employees pertaining to performance of work, operational problems, rates of pay, benefits, hours of work and other working conditions.
- b. The Committee shall meet a minimum of four (4) times a year or, as needed. Union and management representatives shall chair the meetings on a rotating basis. Minutes will be taken at each meeting and distributed to Committee members. Quorum shall be four (4) members, two (2) from management and two (2) from the Union.
- c. Where the Committee agrees to a solution to a problem or concern, the Committee will make a recommendation to management and the Union at large. Before being implemented, the recommended solution must be ratified by management and the Union.
- d. Where the solution requires a change to the Collective Agreement, a letter of understanding must be signed and attached to the Collective Agreement for it to take effect.
- e. Unresolved issues can be dealt with through the normal grievance procedure, mediation, or the bargaining process.

5.04 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, financial and actuarial information pertaining to pension and benefit plans

and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

5.05 Copies of Resolutions

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Board which affect the members of this Union are to be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, to meet with the Employer with respect to such.

5.06 Contact at Work

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

5.07 Union Business

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

- i. Employees shall be granted leave of absence with pay to attend all conventions, conferences and educationals of CUPE to which they are delegates.
- ii. All employees shall receive leave of absence with pay and without loss of benefits for all other time required to participate in the Union.

The Union will reimburse the Employer for wages and benefits under i. and ii. if the Employer replaces the employee on Union leave.

- iii. Employees shall continue to accumulate seniority and all benefits while on leave of absence under Article 5.07.

5.08 Leave for Union Position

An employee, who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, upon request, during their term of office.

5.09 Stewards

The Employer recognizes the Steward(s) elected by the Union. The Steward(s) shall investigate and process grievances or confer with representatives of the Union during working hours without loss of pay.

5.10 Harassment

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

5.11 Personal Rights

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

5.12 Legal Costs

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

5.13 Permission to Leave Work

- a. Any employee who feels that they have been aggrieved, or any employee with relevant grievance information, shall receive permission from their supervisor to leave work temporarily, without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately due to work requirements, other arrangements shall be made on work time as soon as possible.
- b. The Employer agrees that a Steward or elected Officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure, and that such Steward shall not suffer any loss in pay for the time so spent. If it is impossible to leave work immediately due to work requirements, other arrangements shall be made on work time as soon as possible.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Recognition of Union Stewards & Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.

6.02 Names of Stewards

The Union shall notify the Employer, in writing, of the name of each Steward.

6.03 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

6.04 Definition of Grievance

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

6.05 Settling of Grievances

- a. Nothing shall preclude the parties from attempting to resolve any grievance through informal discussion before a formal written grievance is filed, nor throughout the steps in the grievance procedure.
- b. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

The aggrieved employee(s) will submit the grievance to the Steward. The Steward shall represent the employee in the grievance procedure. At each step of the Grievance Procedure, the Grievor shall have the right to be present.

STEP 2

The Steward and employee (if the employee so wishes) will first seek to settle the dispute with the Director and a Board Representative. The Director and Board Representative will have seven (7) working days from the completion of that meeting or from receipt of additional written submission from the Union to render a decision, in writing, to the Union.

STEP 3

Failing satisfactory settlement at Step 2, the Union may, within seven (7) working

days, refer the dispute to the Board and the Board shall, within seven (7) working days of receipt of notice of referral to Step 3, meet with the Steward and the employee(s). The Board shall have seven (7) working days from the date of the meeting to render its decision, in writing, to the Union.

STEP 4

Failing a satisfactory settlement in Step 3, the Union may refer the dispute to arbitration within thirty (30) working days of the Board's decision in accordance with Article 7.

6.06 Policy Grievance

Where a dispute involving a question of general application or interpretation or dismissal occurs, or where a group of employees of the Union have a grievance, Steps 1 and 2 may be bypassed.

6.07 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

6.08 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

6.09 Mutually Agreed Changes

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

6.10 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

ARTICLE 7 – ARBITRATION

7.01 Composition of Board of Arbitration

When the Union requests that a grievance be submitted to arbitration, the request shall be made to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within seven (7) working days thereafter, the other party shall respond indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairperson.

7.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two appointees fail to agree upon a Chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

7.03 Arbitration Board Procedure

The Board shall determine its own procedures, but shall give full opportunity to all parties to present evidence and make representation and present witnesses. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall attempt to avoid legalistic or formal procedures.

7.04 Decision of the Board

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

7.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) calendar days.

7.06 Expenses of the Board

- a. Each party shall pay:
 - i. The fees and expenses of the nominee it appoints.
 - ii. One-half (1/2) of the fees and expenses of the Chairperson.

7.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

7.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 8 – DISMISSAL, SUSPENSION AND DISCIPLINE

8.01 Just Cause

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

8.02 Burden of Proof

- a. In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer. Provided there has been no further discipline, documentation of disciplinary action shall be removed from the Employee's file:
 - i. within one (1) year of the initial discipline for verbal or written reprimands
 - ii. within two (2) years of the initial discipline for suspensions

8.03 Records of Employees

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

8.04 Counselling Interview

In the event of a difficulty related to job performance of an employee, the Executive Director will arrange a counselling interview with the employee prior to taking any further action. The employee shall have the right to have a Shop Steward present

during this interview.

8.05 Presence of Union Representative

- a. In cases where the Employer considers an employee's conduct to warrant disciplinary action (verbal, written reprimand, suspension or dismissal), no step shall be taken other than in the presence of a Union representative. The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.
- b. It is also agreed that:
 - i. In cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the employee and the Local of the Union.
 - ii. The Local of the Union and the employee shall receive a minimum of one (1) day's notification of any meeting related to an employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting including, but not limited to, whether the meeting involves discipline or job performance. 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. Any further meetings required between the employee and Union representative will not result in loss of pay or benefits.

8.06 Verbal Warning

- a. The first step in the disciplinary procedure shall take the form of a verbal warning in which there shall be a meeting of the employee, the employee's Shop Steward and the Executive Director or designate to discuss the issues raised and to agree upon a solution. There shall be a record of the verbal warning placed on the employee's file.
- b. Should there be no satisfactory resolution through the above procedure, the following procedure shall be followed:

8.07 Letters of Reprimand

Reprimands of a serious nature shall be recorded by means of a letter of reprimand to the employee within fifteen (15) calendar days of the event of the complaint. Such letters shall become part of an employee's record, subject to Article 8.02. The employee's reply to the specific complaints, accusations or expressions of dissatisfaction shall also be recorded. Copies of letters of reprimand will be forwarded to the Union

unless otherwise specified by the employee.

8.08 Suspension

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

8.09 Dismissal

Dismissal shall be effected by the Chairperson of the Board or by the Executive Director. The employee shall receive written notice of the action which shall include a specific statement of just cause.

8.10 Reinstatement of Rights

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

ARTICLE 9 – SENIORITY

9.01 Seniority Defined

- a. Seniority will be based on Bargaining Unit seniority from the date of hire. Employees employed at June 30, 2012 were ranked in order of seniority calculated on the days credited for CUPE Local 4330 from the date the Employee last entered the service of the Employer.
- b. For the purpose of determining the seniority of two (2) or more employees who have the same Bargaining Unit seniority, their social insurance numbers will be used. The employees with the lowest last six (6) social insurance numbers will be considered the senior.

9.02 Seniority Lists

- a. The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the Employer. Such lists shall be sent to the Union in January of each year and remain posted on the bulletin board for the balance of the year.
- b. All errors reported within ninety (90) days of posting will be corrected forthwith,

and employees shall be notified in writing of the outcome of their seniority challenge. Further corrections will not be made until the following year.

9.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of six (6) months, beginning on the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

9.04 Loss of Seniority

- a. Seniority shall be broken for the following reasons:
- i. Dismissal for just cause and is not reinstated.
 - ii. Resignation in writing and not withdrawn within **five (5) business** days of its submission.
 - iii. If permanent, laid off and not re-hired within twenty-four (24) months; if temporary, within twenty-four (24) months of expiry of the employee's term; if casual, within eight (8) months of the employee's last reporting for work.
 - iv. Failure to return to work immediately following the completion of a leave of absence or within ten (10) days of notification by the Employer to return to work following a layoff, unless, in either case, the employee can show a justifiable reason for failure to report to work. It shall be the responsibility of the employee to inform the Employer of their current contact information.
 - v. Three (3) consecutive refusals by a casual employee to report for work for shifts they previously indicated they would be available for unless the employee can show a justifiable reason for the refusal.

9.05 Appointments Out-of-Scope

No employee shall be appointed to an out-of-scope position without their consent, except in cases of emergency. Employees filling an out-of-scope position shall accumulate seniority to be calculated at the time of reinstatement.

ARTICLE 10 – APPOINTMENTS AND STAFF CHANGES

10.01 Notices

Notices of all new and temporary, part-time or full-time vacancies coming within the scope of this Agreement shall issue from the office of the Director for posting; copies of which shall be supplied immediately to the Union. These notices shall carry a closing date to be effective one (1) week from the date of posting. 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.

10.02 Applications

Employees shall be entitled to apply for vacancies by means of a written application to the Director. 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 shall have the right to apply for such position. 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.

10.03 Union Notification

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

10.04 Union Observer in Hiring Process

- a. The Union shall have the right to have an observer present during all aspects of the hiring process when employees currently employed by the Employer apply for positions. This will include reviewing applications, short-listing them, interviews and meetings where a decision to hire is made.
- b. All applicants shall be asked the same questions, which shall be non-discriminatory.

10.05 Filling Vacancies

Vacancies as outlined in Article 10.01 shall be filled on the basis of seniority, training, experience and ability. Both parties recognize the principle of promotion within the service of the Employer. Therefore, in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications to perform the job.

10.06 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.

10.07 Probation Periods

- a. All probation periods shall be six (6) months, effective from commencement of employment in each new position. During the period a new employee is on probation, the employee shall be entitled to all rights and benefits of this Agreement.
- b. Should an employee's performance fail to meet the requirements of the new position, or if the employee so chooses, they shall be returned to their former position and the current rate of pay for that position, except in the case of a new employee, where employment shall be terminated.

10.08 Completion of Probationary Periods

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

10.09 On-the-Job Training

- a. In order to provide on-the-job training, the Employer and the Union shall establish a committee to develop a training program which shall be mutually agreed upon by the parties.
- b. The training program shall include:
 - i. seminars and conferences
 - ii. training requirements in the workplace
 - iii. procedures for selection of candidates
 - iv. allocation of available funds
- c. Employees' attendance at such training sessions, including travel time, shall be considered as hours worked.
- d. In addition to the provisions outlined above, the parties agree to the Employers' policy on Staff Training.

10.10 Compensation for Temporary Performance of Higher Duties

An employee temporarily appointed to a higher position for one day or more shall receive the rate of pay at the minimum of the range for the higher position, except when the minimum yields less than a ten percent (10%) increase. In such a case, their rate shall be adjusted to the step in the higher range yielding at least ten percent (10%). In no case will the rate exceed the maximum of the higher range.

10.11 Performing Duties of a Lower Paid Classification

An employee temporarily assigned to perform duties of a lower paid classification shall receive their regular rate of pay for the period of the assignment.

ARTICLE 11 – HOURS OF WORK

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

11.01 Rehabilitation Worker (Vocational)

The hours of work for the Rehabilitation Worker (Vocational) shall be:

- Monday to Friday – 8:00 a.m. to 5:00 p.m. Lunch: 1 hour

11.02 Rehabilitation Worker (Residence)

- a. Normal hours of work for full-time employees will be one hundred and fifty-six (156) hours in a twenty-eight (28) day period divided into shifts of twelve (12) consecutive hours.
- b. Normal hours of work for part-time employees will be ninety-six (96) hours in a twenty-eight (28) day period divided into shifts of twelve (12) consecutive hours.
 - Day Shift: 8:00 a.m. – 8:00 p.m.
 - Night Shift: 8:00 p.m. – 8:00 a.m.
- c. Shift times may be modified with the agreement of the Employer and the Union.

11.03 Way to Work Coordinator

The hours of work for the Way to Work Coordinator shall be:

- Monday to Friday 9:00 a.m. to 4:00 p.m. with one-half (1/2) hour for lunch

11.04 Part-Time Employees

a. Part-time employees are expected to work their regularly assigned shifts within the posted and confirmed schedule period prior to being offered casual work. A part-time employee shall have the ability to pick up additional hours, up to full-time hours, and the shift shall not affect the part-time employee's schedule.

b. Additional Hours

Additional hours not regularly scheduled shall be offered to part-time employees on a fair and equitable basis up to full-time hours. Any hours that cannot be filled amongst part-time employees shall be offered to casual employees based on seniority.

11.05 Casual Employees

Casual employees will work on an hourly basis and will be called in as required, according to the rotating seniority list. Casual employees may be scheduled in advance for vacation relief and leaves of absence.

11.06 Standby Defined

- a. Standby assignment shall mean a period during which the employee is not on regular duty, and must be available to respond to return to duty. The duration of standby will not be less than eight (8) hours. No employee will be required to be on standby in excess of one hundred and eighty-three (183) calendar days in one calendar year against their wishes.
- b. Standby will be assigned as required to all employees on a rotating basis. The Employer shall maintain a rotational list of employees assigned for standby. The employees shall have access to the list. Cellular telephone and long distance charges will be reimbursed.

11.07 Alternate Arrangements for Standby

Employees on standby may make mutual arrangements with other qualified employees to replace them, provided it is agreed to by the Employer in advance. Employees must advise the Employer of such change.

11.08 Standby Payments

- a. A standby payment for standby assignment shall be paid to each employee currently receiving such as follows:
 - i. \$1.03 per hour on a regular working day(s)
 - ii. \$1.33 per hour on days off and designated holidays. This payment shall be in addition to any call back compensation.

11.09 Call Back After Completion of Shift

Any employee who is called back to work the same day after having completed the regular work schedule, and having left the Employer's premises, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 ½) times the regular rate, provided that if such employee is called back a second time within two (2) hours of the original call back, the employee shall not be paid an additional amount of such call back.

11.10 Mutual Trades

- a. Employees exchanging shifts between themselves, which results in deviation from the posted schedule, shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change. Such exchanges shall be submitted on approved forms and shall be subject to the approval of the Employer.
- b. Employees exchanging shifts between themselves, subject to the approval of the Employer, which results in deviation from the shift schedule, shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change. The Employer shall respond to all requests for exchanges no later than seventy-two (72) hours of receipt of the request. Should the Employer fail to respond to the request by the end of the seventy-two (72) hours, the request shall be deemed granted. Employees accepting shift trades shall be responsible for the agreed shift as if they were originally scheduled for it.

11.11 Expanding Hours

The hours of work of an employee working less than the normal hours of work per day may be expanded up to the normal hours of work without the payment of overtime. However, no employee shall work more than sixteen (16) hours per day from start to finish and said employee shall receive a minimum of eight (8) hours rest from the end of one shift to the beginning of the next shift.

11.12 Staff Meetings

- a. All staff are required to attend the staff meetings as scheduled and directed by the Executive Director or designate. Employees who are on an approved leave or working the 8:00 p.m. to 8:00 a.m. shift are exempt from attending staff meetings.
- b. Full-time staff shall be entitled to accumulate three (3) hours of time-off-in-lieu at straight time when attending staff meetings at times when they are not scheduled to work.
- c. Part-time and casual employees shall be entitled to three (3) hours salary for attending staff meetings, when not scheduled to work.
- d. Employees scheduled to work during the time staff meetings are held shall not be entitled to the three (3) hours of call-out time.

11.13 Number of Casual Employees

There will be a maximum of six (6) casual employees.

11.14 Relief Work

- a. Less than full-time employees may decline a shift for any of the following reasons:
 - i. Medical appointment
 - ii. Unable to arrange child care on a short term basis
 - iii. Previously scheduled work with another employer (the employee will be expected to provide a work schedule from their alternate employment)
 - iv. Vacation entitlement in accordance with Article 14 – Vacations
 - v. Attendance at a funeral
 - vi. Pressing necessity (which is an extraordinary and unusual circumstance over which the employee has little or no advance warning or control) or family leave
 - vii. If accepting the shift will put the employee over forty (40) hours worked in the calendar week

b. Availability

- i. The employee shall identify their availability for relief work on the Application for Relief Work form (Appendix "B"). All relief work will be offered/assigned based on the information provided by the employee.
- ii. Employees may amend their Application for Relief Work (Appendix "B"):
 - Twice per year, in the month of February to be effective March 1 and in the month of September to be effective October 1.
 - When they accept a part-time or temporary position that affects their availability.
 - By mutual agreement between the employee and the Employer.
- iii. Other than full-time, employees may make short-term requests for absences from their relief requirements.
- iv. Should an employee fail to perform relief work in accordance with their availability on the prescribed form – Application for Relief Work (Appendix "B"), the Employer, the employee and the Local Union shall meet to discuss a resolution to the situation.
- v. **An employee who has not worked in the past forty-five (45) days, exclusive of any authorized leaves, will be subject to removal from relief work.**

ARTICLE 12 – OVERTIME

12.01 Definition

- a. All time worked in excess of regular full-time hours, shall be considered overtime and paid at overtime rates.
- b. All time worked on a designated holiday or day of rest shall be paid at overtime rates.
- c. Employees will not work overtime unless approved by the supervisor.

12.02 Compensation for Overtime

Overtime shall be compensated for at the rate of time and one-half (1 ½). Time in lieu may be taken at a time mutually agreed upon by the Employer and the employee instead of pay.

12.03 Voluntary Overtime

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

12.04 Taking Time in Lieu

Time in lieu must be taken before the end of the next fiscal year at a time mutually acceptable to the employee and the Employer. A maximum of forty (40) hours of time in lieu can be carried over to the next fiscal year.

ARTICLE 13 – DESIGNATED HOLIDAYS

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

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

and any other day proclaimed a holiday by Federal, Provincial or Municipal governments.

13.02 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 an eight (8) hour day off at the appropriate rate.

13.03 Part-time employees shall be paid, in addition to regular rates, an amount of five (5) percent of total gross salary for that pay period.

13.04 An employee who is scheduled or required to work on a designated holiday will be paid at the rate of time and one half (1 ½) of their regular rate of pay and will receive an additional eight (8) hours off with pay within four (4) weeks before or after the designated holiday occurs or at a time mutually agreed upon by the Employer and the employee.

13.05 All employees who work on a designated holiday that is also a scheduled day of rest shall be entitled to double time and one half (2 ½) or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

13.06 All employees who are assigned and agree to work beyond their normally scheduled

hours on a designated holiday shall be entitled to double time and one half (2 ½) or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

ARTICLE 14 – VACATIONS

14.01 Definition

Vacation means annual vacation with pay.

14.02 Vacation Year

Vacation year means the twelve (12) month period commencing on April 1 and ending on March 31 the following year.

14.03 Vacation Credits

- a. Employees will be entitled to take earned vacation leave with pay on the following basis:
 - i. During the first (1st) through sixth (6th) years of continuous employment, 1.25 vacation days per month worked – fifteen (15) days per year.
 - ii. During the seventh (7th) and subsequent years of continuous employment, 1.67 vacation days per month worked – twenty (20) days per year.
 - iii. During the fifteenth (15th) and subsequent years of continuous employment, 2.08 vacation days per month worked – twenty-five (25) days per year.
 - iv. During the twenty-fifth year (25th) and subsequent years of continuous employment, 2.5 vacation days per month worked – thirty (30) days per year.
- b. Part-time employees will be entitled to take earned vacation leave with pay on a pro rata basis and will be entitled to take earned vacation credits with pay.
- c. Casual employees will earn vacation pay on a pro rata basis.
- d. A record of all vacation leave will be kept by the Employer. Immediately after the close of each fiscal year, each employee shall review the records of the Employer and verify that the accumulated vacation leave is correct.

14.04 Vacation Schedules

- a. Vacation request for a block of days for the next fiscal year shall be made to the Executive Director or designate by April 1 of each year. All requests received by this time will be allocated on the basis of seniority. The vacation schedule for the next fiscal year will be posted by the Executive Director or designate by April 16 of each year. All requests received by the Executive Director or designate after this time will be made on a first come basis.
- b. Requests to take vacation leave after April 1 shall be made to the Executive Director or designate in writing, one (1) day in advance for a single vacation shift and seven (7) days in advance for a block of vacation shifts. The Executive Director or designate shall respond in writing within seven (7) days of receiving the application to take the vacation leave. If no response is received by the employee within that time, the vacation leave request will be considered approved.

14.05 Carry-Over of Vacation

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

14.06 Approved Absence During Vacation

- a. Where in respect of any period of vacation leave, an employee is:
 - i. granted bereavement leave, or
 - ii. granted sick leave of three (3) days or more upon presentation of a medical certificate, or
 - iii. granted other approved leave of absence, or
 - iv. 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 Employer or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.

14.07 Vacation Pay on Termination

Any employee who terminates employment and has not used all of their earned

vacation credits will be paid in lieu of such earned vacation.

14.08 Unbroken Vacation

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

ARTICLE 15 – SICK LEAVE

15.01 Definition

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

15.02 Annual Paid Sick Leave

- a. Sick leave credits shall accumulate from the date of employment on the basis of one and one-quarter (1 ¼) working days per month [fifteen (15) working days per year]. One and one-quarter (1 ¼) days is equal to ten (10) hours.
- b. Sick leave will not accumulate during unpaid leaves unless otherwise specified in this Collective Agreement.

15.03 Accumulation of Annual Sick Leave

The unused portion of an employee's sick leave shall accrue for their future benefit to a maximum of thirty (30) days.

15.04 Leave of Absence While Sick

In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work. Such leave shall be reviewed annually to determine if the position should be posted as permanent. Such an employee shall be replaced by part-time employee(s). The employee will continue to earn seniority. The Employer will continue to pay its share of the Pension Plan premiums, if the employee continues to pay their share. Subject to the provisions of the Benefits Plan, an employee on leave may elect to maintain benefits for the period in which they would normally have been employed by paying both the employee and Employer share of the premium. The replacement employee will not be eligible for the Benefits or Pension Plan if they are not already enrolled in the Plan.

15.05 Proof of Illness

A medical certificate(s) may be required from employees reporting sick. The medical certificate will be paid for by the Employer if a charge to the employee is incurred for such.

15.06 Illness in Immediate Family – Paid Leave

An employee shall be entitled to leave with pay to attend to the illness of a member of the employee's immediate family as defined in Article 16.03. Such leave shall be deducted from the employee's accumulated sick leave credits.

15.07 Illness in Immediate Family – Unpaid Leave

Employees shall be entitled to an unpaid leave of absence of up to one (1) year to attend to the needs of an immediate family member as defined in Article 16.03.

15.08 Sick Leave Records

A record of all unused sick leave will be provided to each employee on a monthly basis. The employee will review and verify that the accumulated sick leave is correct.

15.09 Part-time and Casual Employees

Scheduled part-time and casual employees are entitled to sick leave. However, if a part-time or casual employee is called in to replace another scheduled employee and advises the Supervisor that they are ill, they will not be entitled to sick leave.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 Earning of Seniority

Unless stated otherwise, seniority will accrue for all leaves of absence.

16.02 Leave to Hold Office

At the request of an employee who is elected to public office, the employee shall be granted unpaid leave of absence for the term of public office.

16.03 Bereavement Leave

a. Definitions

- i. Immediate Family is defined as the employee's spouse, common-law spouse, same-sex partner, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandchild and grandparent, any relative permanently residing in the employee's household or with whom the employee resides, a person who the employee considers is equivalent to being a member of their immediate family, or any person on approval of the supervisor.
- ii. Extended family is defined as the employee's first cousin, aunt, uncle, niece and nephew, brother-in-law, sister-in-law, grandparent-in-law, a person who the employee considers is equivalent to being a member of their extended family, or any other person on the approval of the supervisor.

- b. Bereavement leave with pay for one (1) day shall be granted an employee in the event of death of an Aboriginal Elder that they have a special relationship with.
- c. Bereavement leave with pay shall be granted to an employee. Such leave shall consist of up to three (3) days per bereavement in immediate family and one (1) day in the case of extended family. Additional time shall be granted under extenuating circumstances. This leave is non-cumulative and shall be deducted from accumulated sick leave credits.

16.04 Pressing Necessity

Necessary time off work with pay shall be granted to an employee for pressing personal matters or family matters beyond the employee's control. This would include such matters as: illness in the family, birth or adoption of a child, natural disaster or examination leave. Such leave shall consist of up to three (3) days deducted from sick bank. Additional unpaid time may be granted under extenuating circumstances, approved by the Employer.

16.05 Child Care Leave

Any employee with sufficient cause may be entitled to a leave of absence without pay for up to a maximum of three (3) months, for the purpose of caring for their child or children.

16.06 Maternity, Parental and Adoption Leave

An employee shall be granted leave of absence without pay for maternity, adoption and/or parental leave. Such leave of absence shall be granted for a period of up to one (1) year around the birth or adoption of the child. The employee on leave of absence shall be reinstated in their former position with no reduction in rate of pay or benefits.

16.07 Continuation of Benefits

- a. While on leave in accordance with Article 16.05 and Article 16.06, an employee shall retain full employment status and accumulate all benefits under this Collective Agreement and the employee shall continue to accrue seniority and vacation entitlement during the period in which they would normally have been employed. (Vacation entitlement is different from Vacation Pay.)
- b. Subject to the provisions of the Benefits Plan, an employee on leave under this Article may elect to maintain benefits for the period in which they would normally have been employed, by paying both the employee and Employer share of the premium.
- c. Subject to the provisions of the Pension Plan, an employee on leave may pay their pension premiums. Upon payment of the employee contribution, the Employer will contribute its share of the premium. The replacement employee will not be eligible for the Benefits or Pension Plan if they are not already enrolled in the Plan.

16.08 Leaves of Absence for Educational, Personal Development

- a. Leaves of absence are available to all permanent full-time and permanent part-time employees and will be granted for educational or personal developmental purposes, as mutually agreed to, and will be unpaid.
- b. Employees will accumulate eligibility for one (1) month's leave with every two (2) months' service.
- c. Leave may be applied for after the employee's initial probationary period has been successfully completed.
- d. The limit on this leave shall be one (1) year. Employees may request separate subsequent leaves upon the approval of the Executive Director.
- e. The Employer will continue to pay its share of the premiums of the benefits and pension plans for three (3) months for employees on job-related educational leave where the Employer has agreed in advance of this leave that such leave is

job-related. After the three (3) months, if the benefit policies and Pension Plan allows, the employee will have the option of maintaining coverage according to the terms of the Plan.

16.09 General Leave of Absence

- a. A leave of absence for personal reasons, without pay, for a maximum of one (1) year may be granted by the Director.
- b. An employee granted a leave of absence without pay will be reinstated in the position held prior to going on leave. If the employee's position is abolished during the employee's absence, the employee will be subject to the provisions of Article 24 – Layoff and Recall.
- c. Notice of intention not to return to work or to return early from a leave of absence must be provided at least thirty (30) days prior to the actual date of return. Upon providing notice to return to work, the employee is responsible for providing the Employer with their current contact information and availability if applicable, and is also responsible for contacting the Employer to confirm their schedule upon return.

16.10 Extension of Leave

At the conclusion of an employee's leave of absence, the employee shall return to work, unless they request an extension for a minimum of four (4) weeks, by providing no less than four (4) weeks' notice in writing to the Employer.

16.11 Jury Duty

Time spent on a scheduled working day by an employee required to serve as a juror or court witness shall be considered as time worked at the appropriate rate of pay, less any payment received from the courts.

ARTICLE 17 – PAY ADMINISTRATION

17.01 Wage Schedule

The wage schedule covering employees shall be set out in Schedule "A", forming part of this Agreement.

17.02 Payments

Employees will be paid by the end of their shift on the last banking day of the month.

17.03 Increments

Employees will be eligible for each increment step on the completion of one (1) year of service. Leaves of absence will be deemed as time spent in the service of the Employer for purposes of advancing to the next pay increment and vacation entitlement.

17.04 Statement of Earnings

- a. Every employee shall receive a statement attached to each cheque, showing the gross amount earned, itemized deductions and net amount payable. A copy of their time sheet and any request forms for that pay period will be provided by the Employer if requested.
- b. Any changes made to the original timesheets will be documented and included with the statement of earnings.

17.05 Calculation of Sick Leave and Vacation

- a. For the purposes of computing sick leave and vacation entitlement, any employee who commences employment during the period from the first (1st) to the fifteenth (15th) of the month will receive credit for the month's service.
- b. Employees commencing employment from the sixteenth (16th) to the end of the month shall have sick leave and vacation granted on a pro rata basis.

17.06 Promotion

On promotion of an employee, their rate of pay shall be adjusted to the step in the new pay range that is at least five percent (5%) higher than their current step.

17.07 Payments Due on Separation

Payments under this Agreement due to an employee on separation shall be made within a period of two (2) weeks, excepting however, in those instances where it is necessary to withhold payments pending the settlement of any advances repayable or any other valid claim against an employee. In the event of death of any employee, any amounts due shall be paid to the estate.

ARTICLE 18 – JOB CLASSIFICATION AND RECLASSIFICATION

18.01 Job Descriptions

The Union and the Employer agree to form a Joint Job Descriptions Committee to review

and/or update job descriptions within the Bargaining Unit. Job Descriptions reviewed and agreed upon by the Joint Committee shall form part of the Collective Agreement.

18.02 Present Classifications

Existing classifications shall not be eliminated or changed without prior notification and consultation with the Union.

18.03 Changes in Classification

When the duties of any job are changed, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 19 – EMPLOYEE BENEFITS

19.01 Group Benefits

The Employer shall provide and pay the total premium costs of the SAHO benefit package for all employees to include: Life Insurance, Accidental Death and Dismemberment, Long Term Disability, and Extended Dental Care and Extended Health Care when funded from the Health Authority.

19.02 Vaccinations and Immunizations

The Employer agrees to pay the cost of any vaccinations or immunizations employees are required to have including, but not limited to, Hepatitis A.

19.03 Personal Property Loss

Employee's personal property loss or damage, by action of a client, shall be replaced or repaired at the expense of the Employer.

19.04 Pension Plan

- a. The Employer agrees to participate in the Public Employees Superannuation Plan and to comply with the terms and conditions of the Plan.
- b. It shall be a condition of employment that all eligible employees shall be

required to join the Pension Plan on the commencement date of employment.

- c. Each member, commencing on the day the employee becomes a member and during the period of the member's membership in the Plan, shall contribute through monthly payroll deductions, premiums as required by the Plan.
- d. The Employer shall contribute for each eligible employee enrolled in the Plan, an amount equal to the employee's contribution as required by the Plan.

ARTICLE 20 – TRAVEL AND ALLOWANCES

20.01 Use of Employee Vehicle

- a. When a staff member is requested by the Employer, and agrees to use their car, mileage will be paid at Public Service Commission rates.
- b. The Employer may require as a condition of employment that new employees possess a valid driver's license.
- c. Staff shall be reimbursed for cost of additional insurance at a rate of the difference between a regular package policy and a business package policy.

20.02 Meals and Accommodations

The meal and accommodation rates, as adjusted from time to time, of the Public Service Commission will apply.

ARTICLE 21 – OCCUPATIONAL HEALTH AND SAFETY

21.01 Joint Employer/Employee Committees

Joint Employer/Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each Committee shall consist of not less than two (2) members and not more than twelve (12) members. At least one-half (1/2) of the Committee members shall be employees elected or appointed by the Union members and each Committee shall have Employer and employee chairpersons appointed by their respective parties.

21.02 Health and Safety Orientation and Instruction

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

practices during working hours.

21.03 First Aid

The Employer shall make provision of facilities and training for first aid and CPR, taking into account the nature of the work performed by employees and the proximity of medical assistance. Attendance at such training programs will be considered as time worked and the employee will suffer no loss of pay or benefits. The Employer will provide and properly maintain a medical aid logbook at each first aid station.

21.04 Protective Clothing and Equipment

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

21.05 Working Alone

The Employer will ensure, to the best of their ability, that employees will not be required to work alone. Where any worker works in relative isolation, they shall have access to an off-duty supervisor in the event of an emergency.

21.06 Occupational Health and Safety Committee

- a. The Occupational Health and Safety Committee shall have a continuing concern with respect to health and safety at the workplace. The Committee shall meet not less than quarterly. The Committee shall receive, consider and recommend solutions respecting health and safety concerns at the workplace. Committee members shall be given reasonable opportunity during regular working hours to deal with such concerns.
- b. Quorum at each Committee meeting will be satisfied if at least half of its members are present, and if at least half of those members present are worker representatives.
- c. The Employer will consider as hours worked, all time spent by Committee members at Committee meetings, conducting Committee business, and reporting to employees on the progress of the Committee's work. Such hours worked will be subject to the hours of work provisions of this Collective Agreement.
- d. The Employer, in consultation with the Committee, shall ensure that all programs, training, work practices, procedures and policies developed pursuant to this part are reviewed and, where necessary, revised at least every three (3) years and whenever there is a change of circumstances that may affect the

health or safety of workers.

21.07 Committee Minutes

Every Committee meeting will be recorded in its official minutes, copies of which will be posted in each workplace, with copies promptly forwarded to the Employer, the President of the Union and the Ministry of Labour and Workplace Safety. All Committee minutes will be kept with other Committee records and correspondence, and shall be available for inspection by any employee and the Union.

21.08 Workplace Inspections

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

21.09 Committee Investigations

Each Committee shall promptly investigate all fatalities and serious bodily injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the Employer and the President of the Union (and the Ministry of Labour and Workplace Safety if required or deemed advisable).

21.10 Right to Refuse

- a. A worker may refuse to do any particular act or series of acts at work which the employee has reasonable grounds to believe are unusually dangerous to their health and safety or the health and safety of any other person at the place of employment until the Occupational Health Committee or Occupational Health Officer has investigated the matter and advised them otherwise.
- b. The duties of the Committee shall include the investigation of any matter referred to in Article 21.10 a.
- c. Where discriminatory action is taken against a worker who has exercised the right conferred on them by Article 21.10 a., there shall be a presumption in favour of the worker that the discriminatory action was taken against them for that reason, and the onus shall be on the Employer to establish that the worker was discriminated against for good and sufficient other reason. Temporary assignment to alternative work at no loss in pay to the worker until the matter mentioned in Article 21.10 a. is resolved shall be deemed not to constitute discriminatory action within the meaning of this Article.

21.11 Occupational Health Committee Training

Subject to reasonable notice being given, all Committee members or alternates of an OH&S Committee may receive up to five (5) days' leave with pay, per year, to attend occupational health and safety training courses, seminars or courses of instruction.

21.12 Provision of Information

- a. The Employer shall regularly provide the Union with statistical information on all occupational injuries and illnesses sustained by all employees, as reported to the Workers' Compensation Board.
- b. The Employer will notify the Committee and the President of the Union when the Employer becomes aware of:
 - i. any Notice of Contravention it receives, and will notify both of the progress the Employer is making towards remedying such Notice of Contravention;
 - ii. any fatality or serious bodily injury sustained by any employee;
 - iii. any dangerous occurrence that may have caused injury to any worker.
- c. The Employer will notify the President of the Union when the Employer conducts or has conducted for it any investigation or study:
 - i. of the workplace where it may have a bearing on any occupational health and safety matter that may affect employees;
 - ii. of any accident or injury or dangerous occurrence.

and the Employer shall promptly furnish the President of the Union with a copy of all interim and final reports prepared as a result of such investigation(s).
- d. The Employer will provide to the President of the Union any report the Employer receives from a third party that has any bearing on any occupational health and safety matter that may affect employees.

21.13 Recognition of Social Illness

- a. The Employer and the Union recognize that mental illness, alcoholism, drug and gambling addiction are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. Employees whose spouse is undertaking a rehabilitative program for

alcoholism, drug or gambling addiction may apply for vacation time or leave of absence without pay to participate with their spouse in such rehabilitative program.

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

21.14 Violence in the Workplace

The Employer and Union agree that violence against employees in the workplace is not acceptable and agree to work together towards elimination of the incidence and causal factors of violence.

To that end, the following shall apply:

- a. Definition of Violence

Violence shall be defined as any incident in which an employee is physically or verbally abused, or assaulted during the course of their employment.

- b. Violence Policies and Procedures

The Employer will ensure a policy is developed to address the prevention of violence, the management of violent situations and to work towards the elimination of the causal factors of violence and provide support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be posted in a place accessible to all employees.

The policy and procedures may include, but not be limited to:

- i. the provision of available information regarding a client's previous, actual or potential violent behaviour;
- ii. incidents are investigated promptly, objectively and in a sensitive, confidential manner;
- iii. provision for the Joint Occupational Health and Safety Committees to review the effectiveness of anti-violence policies at the local level;
- iv. alternate options for care delivery are identified, considered and

implemented;

- v. Employees/Supervisors are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents. Education shall include:
 - causes of violence
 - recognition of warning signs
 - prevention of escalation
 - controlling and defusing aggressive situations; and
 - details of the Employer's policies, measures and procedures to deal with violence and the availability of supportive counselling.
- vi. security procedures are in place to summon assistance;
- vii. no employee shall experience discrimination, coercion or intimidation for raising concerns about violence in the workplace;
- viii. the Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

21.15 Cooperation

Employees and Union representatives agree to cooperate with the Employer in identifying situations, reporting promptly and disclosing all information in order to facilitate the investigation.

ARTICLE 22 – TECHNOLOGICAL CHANGE

22.01 Definition

Technological change means the introduction of equipment, material or process different in nature, type or quantity from that previous utilized in work methods, organization, operations or process affecting one or more employees.

22.02 Advance Notice

The Employer agrees to notify the Union and employees as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made.

22.03 Training

The Employer agrees to provide all necessary training needed to all employees as a result of the technological change.

22.04 Guaranteed Employment

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

ARTICLE 23 – JOB SECURITY

23.01 Present Conditions and Benefits

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

23.02 Agreement Subject to Applicable Laws

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

23.03 Employer Amalgamation

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

23.04 Temporary Positions

- a. Temporary positions will be limited to six (6) months. At the end of that period, the Employer will either allow the position to expire, or post it and fill it as a permanent position.
- b. This Article will not apply to temporary appointments where an employee is back-filling a vacancy created by another employee on a leave of absence.

ARTICLE 24 – LAYOFF AND RECALL

24.01 Definition of Layoff

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

24.02 Role of Seniority in Layoffs

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

24.03 Notice of Layoff

- a. Any layoff of workers shall be solely for reasons of declining income defined as an emergency financial situation beyond the control of the Employer.
- b. Work plans shall be amended to reflect reduced staff numbers.
- c. In the event of layoff, the order of layoff will be according to least seniority first.
- d. Notice of layoff shall be:
 - i. 0 - 5 years 4 weeks
 - ii. 5 - 10 years 6 weeks
 - iii. 10 years and over 8 weeks
- e. 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.

24.04 Automatic Layoff

Those persons employed on a seasonal basis shall be deemed to be laid off at the end of the season. This Article will service as notice of layoff and recall. Recall will be automatic, except when notice of layoff has been given under Article 24.03 – Notice of Layoff.

24.05 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 Employer.

24.06 Length of Recall

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

24.07 Recall Procedure

Employees shall be recalled in order of their seniority, provided they are qualified to perform the work.

24.08 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.

24.09 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 Employer. A copy shall be sent to the Union office.

24.10 Seniority of the Recalled Workers

Seniority shall resume on being recalled.

24.11 Notice of Current Address

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

24.12 Increments

The laid off employee bumping into another classification will retain their increment step in the new classification.

24.13 Probation

If the job to which the person is bumping is essentially different from their present job, then a new six (6) month probationary period may be required as decided by the Director.

ARTICLE 25 – QUARANTINE LEAVE OF ABSENCE

- 25.01 Time lost by an employee as a result of being quarantined by the Medical Health Officer because of a job-related exposure shall be treated as an approved leave of absence.
- 25.02 Full-time employees shall be paid for shifts missed while on quarantine. In the case of other than full-time employees, wages and benefits shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time lost or date of hire, whichever is greater.
- 25.03 Quarantine Leave will not exceed more than twenty (20) days per fiscal year. If necessary, Sick Leave can be accessed once Quarantine Leave has expired.
- 25.04 An employee will be able to access Quarantine Leave:
- a. if the employee is required to go into mandatory self-isolation by a specific order directed to the individual employee by the Provincial Medical Health Officer or the Minister of Health pursuant to Section 38 or Section 45 of *The Public Health Act, 1994* or its successor legislation;
 - b. if the employee provides a copy of the order to the Employer by:
 - paper copy
 - electronic copy
 - screen shot of information or message
 - copy of email
 - written details of phone call including date, time, Public Health official spoken to and details of information provided
- 25.05 Employees who are advised by their doctor to self-isolate or who choose to self-isolate are not entitled to access Quarantine Leave.

ARTICLE 26 – REPRESENTATIVE WORKFORCE

- 26.01 Self Help and Recreation/Education P.A. Inc. (S.H.A.R.E.) and CUPE Local 4330 are committed to the concept of a representative workforce strategy to overcome under-representation in the workforce.
- 26.02 Both parties agree to enhance employment opportunities and equality of treatment for persons of Aboriginal ancestry.

ARTICLE 27 – TERM OF THIS AGREEMENT

27.01 Duration

This Agreement shall be binding and remain in effect from April 1, **2023** to March 31, **2026**, and shall continue from year to year thereafter unless written notice of request to negotiate a revision is given by either party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

27.02 Wage Re-Opener

Notwithstanding Article 27.01, this Agreement shall be automatically re-opened for negotiation on wages if funding becomes available from the Government provided such funding does not explicitly exclude improvements in wages.

27.03 Changes in Agreement

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

27.04 Retroactivity

- a. All employees on staff as of date of signing of the Collective Agreement shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.
- b. Employees who are deceased, retired, resigned or laid off on or after April 1, **2026**, shall be eligible for retroactive pay based on all paid hours up to and including the date of death, retirement, resignation or lay off.

SCHEDULE "A"

SALARY SCALE

Effective April 1, 2023			
Classification	Step 1	Step 2	Step 3
Rehabilitation Worker	17.63	18.36	19.15
Way to Work Coordinator	35.00		
Way to Work Instructor	30.00		

The wage increase is 3.0% retroactive to April 1, 2024.

Effective April 1, 2024			
Classification	Step 1	Step 2	Step 3
Rehabilitation Worker	18.16	18.91	19.72
Way to Work Coordinator	35.00		
Way to Work Instructor	30.00		

The wage increase will be dependent on Article 27.02

Effective April 1, 2025			
Classification	Step 1	Step 2	Step 3
Rehabilitation Worker	18.16	18.91	19.72
Way to Work Coordinator	35.00		
Way to Work Instructor	30.00		

APPENDIX "A"

HARASSMENT POLICY

1. Definition of Harassment

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

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

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

Harassment is not:

- a. bonafide work related interaction such as work assignment, performance feedback, counselling or disciplinary action; or
- b. normal social contact between people based on a position of equality or mutual consent.

2. Statement of Agreement by the Parties

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

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

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

3. Roles of the Parties

The Employee Will:

- a. Play a responsible part to ensure that the working environment is free from harassment.

- b. Participate in training provided by the Union or management pertaining to harassment in the workplace. Training when provided will be at a regular staff meeting and will result in no new cost to the Employer.
- c. If an employee perceives that they are the subject of personal harassment as defined above, the following procedure is suggested:
 - i. Make your disapproval or uneasiness known to the alleged harasser immediately. Tell the person firmly that you do not welcome or approve of the behaviour and tell them to STOP. In some cases, the individual may not be aware the behaviour is offensive. Tell the alleged harasser why the conduct is offensive.
 - ii. If the incidents continue, keep a written record of dates, times, the nature of the behaviour and witnesses, if any.
 - iii. If you are unsure or uneasy about making contact with the alleged harasser, ask for assistance from your Union representative or management, or continue on to Step 1 of the Complaints Procedure.

The Union Will:

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

The Employer Will:

- a. Attempt to provide a workplace free of harassment.
- b. Recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behaviour. The Employer therefore agrees to create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment.
- c. Ensure that every employee is aware that the workplace is to be free of harassment.

- d. Provide training to all employees pertaining to harassment in the workplace – to combat harassment and to explain how to initiate a complaint.

4. Complaints Procedure

Obligation

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

Procedure for Handling Harassment Complaints

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

Step 1

- a. Any complaint may be lodged in confidence with a Union or Employer official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the other party and together they will notify the respondent.
- b. The complaint shall be investigated by the two Parties in confidence and an honest attempt will be made to achieve resolution.
- c. If a satisfactory resolution is achieved, the process ends here.

- d. If no satisfactory resolution is achieved, then Step 2 is implemented.

Step 2

- a. A formal complaint shall be submitted concurrently, in writing, to the Manager and the Union.
- b. Upon receipt of the signed, written complaint, the Manager, after consultation with the Union, shall:
 - i. determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate workplace,
 - ii. advise the respondent of the name of the complainant and the full details and scope of the complaint, and
 - iii. set up a Board within five (5) calendar days to investigate the complaint. The Board shall consist of one Union representative and one Employer representative. (No representative on the Board shall be from the department workplace where the incident is alleged to have occurred.)
- c. It is agreed that as a general principle, the respondent be the one removed from the immediate assigned work area. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- d. An opportunity for all Parties affected to be heard, will be provided, in whatever manner is deemed appropriate by the Board.
- e. A decision and recommendations will be submitted in writing within twenty (20) days to the Union chairperson and the Manager. This time limit may be extended by mutual agreement of the Union chairperson and Manager.
- f. The Board shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the Employer appropriate action, up to and including permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation. The Board may recommend to the employee that they seek counselling.

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

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

APPENDIX "B"

APPLICATION FOR RELIEF WORK FORM

S.H.A.R.E. APPLICATION FOR RELIEF WORK

NAME: _____

DATE: _____

1. Are you available for relief work on short notice?

Yes

No

Minimum notice required: _____ **hours**

2. Are you available for work up to full-time hours?

Yes

No

If not willing to work up to full-time hours, limit my availability to

_____ **hours in a week.**

3. Are you working elsewhere, other than S.H.A.R.E.?

Yes

No

If yes, please attach a copy of your regularly scheduled hours if applicable.

Employee Signature: _____

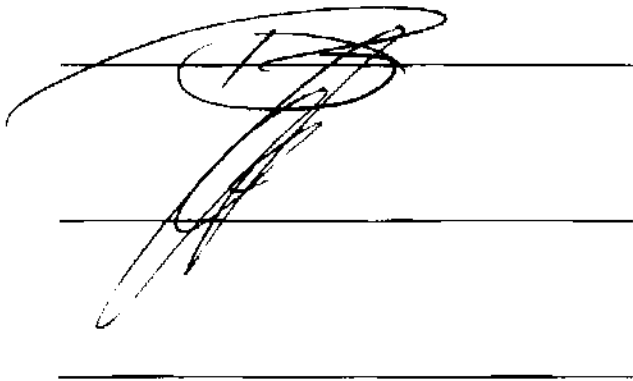
Phone #: _____

SIGNING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

this 15 day of August, 2024.

SELF HELP AND RECREATION/EDUCATION P.A. INC. (S.H.A.R.E.)

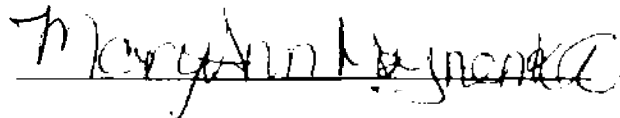


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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4330



A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be 'Jim Ross'.



A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be 'Mary Ann M...'.



A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be 'Shirley F...'.