

Collective Agreement between



and



Local 5316

October 1, 2024 to September 30, 2028

Table of Contents

LAND ACKNOWLEDGEMENT	1
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – TERM OF AGREEMENT	1
ARTICLE 3 – RECOGNITION	1
ARTICLE 4 – SCOPE	2
ARTICLE 5 – UNION SECURITY, MEMBERSHIP AND DUES CHECKOFF	2
ARTICLE 6 – MANAGEMENT RIGHTS	3
ARTICLE 7 – DEFINITIONS	3
ARTICLE 8 – WORK OF THE BARGAINING UNIT	5
ARTICLE 9 – RESPONSIBILITIES	5
ARTICLE 10 – EMPLOYEE RECORDS	6
ARTICLE 11 – DISCIPLINE AND DISCHARGE	7
ARTICLE 12 – GRIEVANCE AND ARBITRATION	8
ARTICLE 13 – DISCRIMINATION	10
ARTICLE 14 – OCCUPATIONAL HEALTH AND SAFETY	10
ARTICLE 15 – PSYCHOLOGICALLY HEALTHY AND SAFE WORKPLACE	11
ARTICLE 16 – HARASSMENT AND BULLYING	12
ARTICLE 17 – SENIORITY	14
ARTICLE 18 – POSTING OF NEW POSITIONS AND VACANCIES	15
ARTICLE 19 – CRIMINAL AND VULNERABLE SECTOR RECORD CHECKS	17
ARTICLE 20 – PROFESSIONAL ASSOCIATIONS AND CODES OF ETHICS	17
ARTICLE 21 – PROBATIONARY PERIOD AND ASSESSMENT PERIOD	18
ARTICLE 22 – LAYOFF AND RE-EMPLOYMENT	19
ARTICLE 23 – DESIGNATED HOLIDAYS	20
ARTICLE 24 – VACATION LEAVE	21
ARTICLE 25 – HOURS OF WORK	22
ARTICLE 26 – ON-CALL AND AFTER-HOURS DUTY REQUIREMENTS	23
ARTICLE 27 – TEMPORARY PERFORMANCE OF OTHER DUTIES	24
ARTICLE 28 – SICK LEAVE	24
ARTICLE 29 – COMPULSORY QUARANTINE	25
ARTICLE 30 – LEAVES OF ABSENCE	25
ARTICLE 31 – NOTICE OF TERMINATION OF EMPLOYMENT	29

ARTICLE 32 – RETIREMENT	30
ARTICLE 33 – CONFLICT OF INTEREST	30
ARTICLE 34 – SALARIES AND COMPENSATION.....	30
ARTICLE 35 – EXPENSES INCIDENTAL TO EMPLOYMENT.....	32
ARTICLE 36 – WORKERS' COMPENSATION	32
ARTICLE 37 – EMPLOYEE DEVELOPMENT	32
ARTICLE 38 – INTERN/STUDENT SUPERVISION AND ORIENTATION.....	34
ARTICLE 39 – PROFESSIONAL LIABILITY INSURANCE.....	34
ARTICLE 40 – TRANSPORTATION.....	35
ARTICLE 41 – DUTY TO ACCOMMODATE AND RETURN TO WORK	35
ARTICLE 42 – UNION NOTICE BOARDS	36
ARTICLE 43 – WAGE/SALARY PROVISIONS TO BE REOPENED ANNUALLY	36
ARTICLE 44 – RETROACTIVITY OF PAY INCREASES.....	36
ARTICLE 45 – NEW PROVISIONS AND RATIFICATION	37
SIGNING PAGE.....	38
Schedule ‘A’	39
Letter of Understanding No. 1	40

LAND ACKNOWLEDGEMENT

We acknowledge that our office is located on Treaty 6 Territory and is the ancestral and traditional territory of numerous First Nations and the homeland of the Métis Nation. We acknowledge the many First Nations, Métis and Inuit whose footsteps have marked these lands for generations. We are grateful for the traditional Knowledge Keepers and Elders who are still with us today and those who have gone before us. This acknowledgement reaffirms our commitment and dedication to Reconciliation and to honouring and bettering our relationships with one another.

ARTICLE 1 – PURPOSE

1.01 Purpose of this Agreement

The Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the Employees, and provide methods for a fair and amicable resolution of disputes which may arise between them.

1.02 Further Goals

The parties aim to jointly maintain a work environment which reflects and supports values such as cooperation, open communication, job security, work/home-life balance, and Employee self-care, while respecting diversity and inclusion in all practices.

ARTICLE 2 – TERM OF AGREEMENT

Notwithstanding Article 45.01, this agreement, unless changed by mutual consent of the Union and the Employer, shall be in force and effect from and after October 1, **2024**, up to and including September 30, **2028**, and from year to year thereafter, unless notification to negotiate amendments hereto are given in writing.

ARTICLE 3 – RECOGNITION

3.01 Recognition

- a) Family Service Saskatoon agrees to recognize the Union as the sole bargaining agent for its Employees.
- b) The Union agrees to recognize Family Service Saskatoon, and its representatives, as the sole bargaining agent for the Employer.

3.02 No Other Agreements

No Employee(s) shall be permitted or required to make a written or verbal agreement with the Employer or any of their designated representatives which may conflict with the terms of this Agreement.

3.03 Joint Union/Management Committee

The Employer and the Union recognize the importance of exchanging information, resolving difficulties, and promoting harmonious relationships. For these purposes, the Joint Union/Management Committee (JUMC) agrees to meet on a quarterly basis.

The JUMC shall consist of equal representation of two (2) Employees as selected by the Union and two (2) representatives of the Employer. The meetings shall be during work time and the Employees shall not suffer any loss of pay or benefits.

Discussion shall not include grievances or changes to the Collective Agreement. The parties shall alternate in the responsibility of chairing the meetings and minutes shall be provided for joint approval.

ARTICLE 4 – SCOPE

This agreement shall cover all Employees represented by the Union pursuant to an Order of the Labour Relations Board unless mutually agreed otherwise by the Union and the Employer.

ARTICLE 5 – UNION SECURITY, MEMBERSHIP AND DUES CHECKOFF

5.01 Union Membership

- a) Every Employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the Employee's employment.
- b) Every new Employee shall, within 30 days after the commencement of the Employee's employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of the Employee's employment.
- c) Notwithstanding paragraphs a) and b), any Employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the Employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

5.02 Dues Checkoff

The Employer shall deduct initiation fees, assessments, and periodic dues from the earnings of each Employee in accordance with the procedure designated by the Union.

Such deductions shall be assessed from the date of employment and remitted to the person designated by the Union on or before the 15th day of the month following the month in which deductions were made.

Information to be sent to the Union's Secretary Treasurer shall include the following:

- List of Employee names, addresses, and phone numbers
- Total Earnings for all Employees
- Regular Earnings for all Employees
- Actual hours worked
- Number of full-time Employees
- Number of part-time Employees
- The amount of dues deducted from each Employee

The Union shall notify the Employer in writing of the amount of dues to be deducted from the Employee's regular earnings not less than twenty-eight (28) calendar days before the effective date of any change to the dues rate.

5.03 Dues Authorization

The Union shall furnish the Employer with dues authorization cards. The Employer agrees to have all new Employees sign the dues authorization cards within thirty (30) days of commencement of employment.

5.04 Dues Receipts

The Employer agrees to record all Union dues paid in the previous year on the Employee's income tax (T4) slips.

ARTICLE 6 – MANAGEMENT RIGHTS

The Union acknowledges that it is the right of the Employer to manage its operation and to direct the workforce. Management rights are subject to the terms of the Collective Agreement.

ARTICLE 7 – DEFINITIONS

7.01 Permanent Employee

An Employee who has **been appointed to a permanent position and who has** successfully completed a probationary period in accordance with Article 21 – Probationary Period and Assessment Period.

7.02 Temporary Employee

An Employee who has been appointed to a full-time or part-time term position and whose employment terminates upon completion of the stated term.

7.03 Full-time Employee

An Employee who is scheduled to work the regular hours of work as defined in Article 25 – Hours of Work.

7.04 Part-time Employee

An Employee who is scheduled to work less than the regular hours of work as defined in Article 25 – Hours of Work.

7.05 Term Position

A position which shall exist on a temporary basis for a stated period, and which shall cease to exist at the end of such **stated period**, unless:

- a) the posting for the **term** position stated there was “the possibility of extension”, in which case the term may be extended without posting; or
- b) the parties agree in writing to extend the term without posting.

The purpose of a **term position** may be to provide additional Employee resources in times of need, a substitute for a permanent Employee or to work on a time-limited project or program.

7.06 The Parties

The parties to this agreement are Family Service Saskatoon and CUPE Local 5316.

7.07 Contractors

Individuals who are contracted in accordance with the specific needs of the Employer, where such needs do not require that permanent or temporary positions be filled.

7.08 Casual

An individual who works on a casual basis with no fixed terms, and without consistent hours. Casual workers are not part of the bargaining unit.

ARTICLE 8 – WORK OF THE BARGAINING UNIT

8.01 Work of the Bargaining Unit

Subject to Article 8.02, persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in the cases of emergency, or as mutually agreed by the parties.

8.02 Interns, Trainees and Practicum Placements

Interns, trainees, and practicum placements shall be supernumerary to the regular Employee complement.

The Union shall be notified of details regarding all practicum placements prior to their implementation. Excluding practicum placement, upon mutual agreement between the parties, programs of work experience and training may be introduced in the workplace.

8.03 Contractors

- a) Where the Employer requires qualified and suitable individuals in accordance with a specific need which cannot be met within the bargaining unit, there may be individuals contracted in accordance with the specific needs of the Employer. The terms and conditions of the individuals' contracts shall not be contingent upon the terms of this Agreement, nor shall contractors have access to the terms and conditions of this Agreement.
- b) The Employer shall not hire contractors where it can be determined that such work can increase or maximize the hours of part-time Employees within their classification and competency under Article 18.03 a), except where inter-Employer contractual and ethical considerations identify dual relationships.
- c) Where the extent of a contract effectively demonstrates the need for a permanent or temporary position within the standards of this agreement, a posting shall be made within the bargaining unit, except where inter-Employer contractual and ethical considerations identify dual relationships.

ARTICLE 9 – RESPONSIBILITIES

9.01 New Employees

- a) The Employer agrees to inform new Employees of the fact that a Collective Agreement is in effect and with the conditions of employment as set out in Article 5 – Union Security, Membership and Dues Checkoff.

- b) On commencement of employment, the Employee shall be introduced to the Union Steward or Representative. The Steward or Representative shall arrange for and provide the new Employee with thirty (30) minutes of orientation, without loss of pay or benefits to either the Employee or the Steward. The Steward or Representative shall provide the Employee with a copy of the Collective Agreement.
- c) The Employee shall be provided with copies of all contracts and documentation pertaining to their employment with the Employer.

9.02 Policies

- a) The Employer shall make available all policy statements affecting Employees who are members of the bargaining unit. The Employer shall forward a copy of all new or revised policy statements to the Secretary of the Union.
- b) Each Employee shall have access to a copy of the Employee Policy Manual.
- c) No Employer Policy shall be in contradiction to the terms of this Agreement.

9.03 Organization Representation

- a) The Employer agrees to provide a copy of an up-to-date organizational chart with the names of out-of-scope incumbents, including management-side members of joint committees.
- b) The Union shall supply the Employer with an up-to-date list of Union representatives, and Union-side members of joint committees.

ARTICLE 10 – EMPLOYEE RECORDS

10.01 Employee File

Upon prior arrangement with the Executive Director or designate, an Employee shall have access to, and be allowed to review their Employee file, except for pre-employment references contained therein. With signed authorization from the Employee, the contents of an Employee's file may be accessed in the presence of the Executive Director or designate and reproduced by the Union for grievance or rights arbitration on behalf of the Employee.

Only the Employee, and the Executive Director or designate shall have access to an Employee's disciplinary records.

10.02 Employee Performance Review

When a review of an Employee's work performance is made, the Employee concerned shall be given opportunity to read such review. The Employee shall sign an acknowledgement that they have been given an opportunity to read the performance review, and shall be provided a copy of the review. Such signature shall not constitute agreement with the contents of said review.

The Employee shall have the right to respond to the performance review in writing within fourteen (14) calendar days, and such response shall become part of the Employee file.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

11.01 Just Cause

Discipline and discharge shall be applied only in instances of just cause.

11.02 Progressive Discipline

Except in cases of gross misconduct, the Employer agrees that progressive discipline will be used in dealing with Employees whose job performance and/or conduct is not satisfactory.

11.03 Documents on an Employee's File

A copy of any document or other information placed on an Employee's file which might at any time be used as the basis for disciplinary action, shall be supplied concurrently to the Employee and to the Union. Responses to any document shall, upon request of the Employee, be added to the Employee's file.

11.04 Documentation of Disciplinary Action

- a) When an Employee is dismissed, reprimanded, or suspended, the Employer shall advise the Employee in writing of the reasons for the action taken, and a copy of the letter shall be submitted to the Union at that time.
- b) If the Employee concerned wishes to respond, they may do so in writing, and such response will become part of the documentation. At the Employee's request, a copy of their response shall be forwarded to the Union.
- c) Prior to being placed in the Employee's file, all letters of discipline shall be signed by the Employee and/or Union Representative in attendance at the meeting where the letter was provided. Such signature shall not constitute agreement to said document.

Any documents in the Employer file which were not previously provided to the Employee by the Employer, may not be introduced as evidence in any hearing.

- d) A letter of discipline and documents related to that discipline shall be removed from the Employee's file, provided there has been no further discipline of a similar nature rendered during active employment with the Employer, within two (2) years of the initial discipline. After one (1) calendar year of active employment with the Employer, the Employee may write the Executive Director requesting the discipline be removed from the Employee's file. The Employer's decision and rationale shall be provided to the Employee in writing.

11.05 Presence of a Union Representative

Where an Employee has been requested to meet with the Employer and where the nature of the meeting could result in discipline:

- a) The Employer shall notify the Employee of the nature of the meeting, that the meeting may result in discipline, and that they have the right to Union representation.
- b) The Employer shall notify the Union of the request for the meeting and the nature of the meeting.
- c) If the Employee chooses not to have Union representation, they shall, prior to the commencement of the meeting, sign an acknowledgement that Union representation was offered to them, and they declined such representation for that meeting. The acknowledgement must be witnessed and dated the date the meeting took place, with a copy to be provided to the Union.
- d) If a non-disciplinary meeting between the Employer and Employee raises issues that could lead to discipline, the Employer shall stop the meeting, advise the Employee of their right to the presence of a Union representative and their rights under a) to c) above will be followed.

ARTICLE 12 – GRIEVANCE AND ARBITRATION

The parties agree that is important to address issues in a timely manner. However, should one of the parties be unable to meet a timeline as prescribed in this article, they will, within the timeline prescribed, notify the other party in writing of the need for an extension, and an extension may be mutually agreed.

Problem Solving and Informal Discussions

Upon becoming aware of a potential grievance, the Employee and/or Union shall first discuss the matter with the Employee's Manager/Director to attempt to resolve the concern.

Nothing shall preclude the parties from attempting to resolve any grievance through informal discussion before a formal written grievance is filed nor at any step throughout the grievance procedure.

Step I – Manager/Director Hearing

If the discussions with the Manager/Director do not resolve the concern, and within four (4) calendar weeks of becoming aware of the potential grievance, the Union may provide a grievance in writing to the Manager/Director, with a copy to the Executive Director.

The grievance document shall state the nature of the alleged violation and where applicable, the specific Articles or legislation allegedly violated.

The Manager/Director shall convene a hearing within two (2) calendar weeks of receipt of the grievance.

The Manager/Director shall provide a written decision within two (2) calendar weeks of the hearing of the grievance. Failing a satisfactory solution, and within two (2) calendar weeks of receipt of the decision of the Manager/Director, the Union may submit the grievance to the Executive Director.

Step II – Executive Director Hearing

Within two (2) calendar weeks of receipt of the decision of the Manager, the Union may submit the grievance in writing to the Executive Director. Within two (2) calendar weeks of the receipt of the grievance, the Executive Director shall convene a hearing. The Executive Director shall notify the Union of the decision in writing within two (2) calendar weeks. Failing a satisfactory solution, the Union may proceed to Step III Arbitration.

Step III – Arbitration

Within four (4) calendar weeks of the receipt of the decision of the Executive Director the Union may refer the matter to a single Arbitrator to be agreed upon by the parties. If such referral is not made within four (4) calendar weeks, the grievance is considered abandoned.

The decision reached by the Arbitrator shall deal with all aspects of the matter or matters in dispute and shall be final and binding on all parties. The Arbitrator shall not amend, modify, or otherwise change this Collective Agreement. However, the Arbitrator shall have the authority to withhold, change, modify or alter the penalty in matters of discipline.

The parties shall share equally the costs and expenses of the Arbitrator.

ARTICLE 13 – DISCRIMINATION

The Employer and the Union agree to and recognize their responsibility to create a discrimination-free workplace. The Employer agrees that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, reemployment, discipline, classification, discharge or any other action because of: age, race or perceived race, creed, colour, ancestry, national or ethnic origin, religion, political affiliation or activity, sexual orientation, gender identity or expression, sex, marital status, family status, place of residence, disability (subject to *bona fide* occupational requirements), nor by reason of their membership in the Union.

ARTICLE 14 – OCCUPATIONAL HEALTH AND SAFETY

14.01 Occupational Health and Safety

The Employer and the Union recognize, as a matter of principle, that occupational health and safety is a shared concern, and that the Employer is obligated to provide a safe and healthy workplace. Both parties shall cooperate in promoting and improving rules and practices that will enhance the psychological, physiological, and social well-being with respect to working conditions and environment for all Employees in accordance with *The Saskatchewan Employment Act*. It is further agreed that *The Saskatchewan Employment Act*, and applicable regulations form part of this Collective Agreement.

There shall be no discrimination, no penalty, no intimidation, and no coercion when Employees comply with this Article.

14.02 Occupational Health and Safety (OH&S) Committee

The parties agree to participate in an Occupational Health and Safety (OH&S) Committee. The Committee will develop a terms of reference, outlining their responsibilities as per *The Saskatchewan Employment Act* and the *Occupational Health and Safety Regulations*. The Committee will review and revise the terms of reference every two (2) years.

Work pertaining to the OH&S Committee shall be done without loss of pay or benefits.

14.03 Time off for Health and Safety Training

An Employee who has been appointed by the OH&S Committee to attend a training program, seminar or course of instruction on health and safety matters shall suffer no loss of pay or benefits.

14.04 Referral of Health and Safety Concerns

An Employee(s) who has a health and safety concern should endeavour to resolve the concern by referring the concern to the immediate supervisor, or the OH&S Committee Co-Chairs, who will investigate and take remedial action. Failing resolution of the health and safety concern, the Employee may take their concern to the Union.

ARTICLE 15 – PSYCHOLOGICALLY HEALTHY AND SAFE WORKPLACE

Guiding Principles for a Psychologically Healthy and Safe Workplace

The Union and the Employer agree that:

- a) Psychological health and safety are a shared responsibility among all workplace stakeholders, and commensurate with the authority of the stakeholder;
- b) The workplace is based on mutually respectful relationships among the Employer, its management, its Employees, and its Union. Such respectful relationships include maintaining the confidentiality of sensitive information;
- c) Individuals have a responsibility towards their own health and behaviour;
- d) A demonstrated and visible commitment by senior management is necessary for the development and sustainability of a psychologically healthy and safe workplace. The Employer and Union are aware of very real power imbalances present in work relationships, and shall take tangible steps to ensure respectful communication at all levels;
- e) Active participation is necessary from all workplace stakeholders in building a psychologically healthy and safe workplace;
- f) Organizational decision making incorporates psychological health and safety in its processes; and
- g) A primary focus on psychological health, safety, awareness, and promotion as well as the development of knowledge and skills for those persons managing work arrangements, organization, processes, and/or people is necessary in building a psychological healthy and safe workplace.

ARTICLE 16 – HARASSMENT AND BULLYING

The Union and the Employer are committed to a respectful workplace, free of harassment.

16.01 Harassment

Definition of Harassment:

Harassment means any objectionable conduct, comments, or display by a person, however subtle, that is directed at an Employee; and

- a) is made on the basis of race, creed, religion, colour, sex, sexual orientation, gender identity, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, Union activity; or
- b) is repeated, intentional, sexually oriented practice that undermines an Employee's health, job performance, or workplace relations, or endangers an Employee's employment status or potential; or
- c) is repeated, intentional, offensive comments and/or actions deliberately taken to demean and belittle an Employee and/or to cause personal humiliation; or
- d) constitutes a threat to the health or safety of the Employee, whether physical, psychological, or emotional.

Harassment further means any such actions which should reasonably be known to constitute objectionable conduct, comments, or display by a person, and which are directed at an Employee. Harassment may occur in a situation where there is a marked power imbalance.

Personal harassment is behaviour that humiliates, intimidates, excludes, and isolates an Employee or group of Employees, but is not based on one of the protected grounds noted above.

16.02 Principle of Fair Treatment

The principle of fair treatment is fundamental, and the Employer and the Union do not, and will not condone improper behavior on the part of any person which could jeopardize an Employee's dignity and well-being, or undermine work relationships and productivity.

16.03 Harassment Policy

The Employer shall insure that a policy is developed, with the input and cooperation of the Union, that addresses the issue of workplace harassment and bullying. The policy shall insure that:

- Individuals are aware of the seriousness with which the parties view harassment;
- Incidents are investigated in a prompt, objective, sensitive, and confidential manner, and where requested by the complainant or the Union, by a trained and neutral third party;
- The Employer will provide the Union with written documentation related to any formal harassment investigation, including the complaint, and all conclusions, reports, and recommendations of the investigating party;
- Necessary corrective action is taken; and
- Employees and Managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and where applicable, how to carry out an investigation. Such training shall be considered time worked and the Employee shall suffer no loss of pay or benefits.

16.04 Attempt to Resolve Harassment

If an Employee believes that they have been harassed, the Employee should tell the alleged harasser to stop. The Executive Director or the Direct supervisor may assist in such conversations if requested by the complainant, and if not themselves a party to the complaint.

If the harassment does not stop when the alleged harasser is told, or if the harassed Employee does not feel able to approach the alleged harasser directly, the Employee or the Union should file a formal harassment complaint documenting the event(s), including time, date, names of witnesses, and details for each event.

Should the Executive Director be one of the parties in the harassment complaint, and resolution has not been achieved through discussion, or if such discussions cannot be held, then the formal complaint may be directed to the Board Management Relationship Committee.

Upon receipt of any verbal or written formal harassment complaint, the Employer shall attempt to resolve the situation through means deemed appropriate by the Employer, and the Union, in full consideration of the circumstances of the complaint and in consultation with the complainant. Such resolution may include conflict mediation through an outside neutral party, such as the Labour Relations and Mediation Division. Such attempts at resolution shall not preclude a further full investigation, whether internal or by a third party, nor shall preclude appropriate recourse through the grievance process.

Where a harassment complaint is made, and the respondent is a manager or supervisor, the complaint shall, barring exceptional circumstances, be referred to a third, agreed neutral party for investigation and/or mediation.

This article does not preclude an Employee from filing a complaint with the Occupational Health and Safety Division.

ARTICLE 17 – SENIORITY

17.01 Seniority Defined

Seniority shall be defined as the length of service from when the Employee first entered the bargaining unit, provided such seniority has not been previously lost per Article 17.02.

17.02 Loss of Seniority

An Employee shall lose all entitled seniority and shall be deemed to have terminated their work as a unionized Employee with the Employer in the event that they:

- a) Are terminated for just cause and are not reinstated.
- b) Voluntarily resigns, **in writing**, from their job with the Employer.
- c) Fails to return to work immediately following the termination of a leave of absence or within fourteen (14) calendar days from notification by the Employer to return to work following a layoff, unless, in either case the Employee can show a justifiable reason for their failure to report to work.
- d) Fills an out-of-scope position as determined by the Labour Relations Board on a permanent basis.
- e) Relieves in an out-of-scope position with the Employer for more than twelve (12) months (or such time period as is agreed by the parties in exceptional circumstances).
- f) Has been on continuous layoff for a period of over three (3) years.
- g) Has retired.
- h) Are a temporary Employee in a term position whose term position has ended.**

17.03 Seniority List

The Employer shall maintain a seniority list showing the seniority of each Employee within the bargaining unit. Such list shall be accessible to all bargaining unit Employees in the workplace, and a copy of the list shall be provided to the Secretary-Treasurer of the Union.

Updated seniority lists shall be posted twice (2x) a year, or upon request of the Union.

On presentation by a Union representative of proof of error, a correction to the seniority list shall be made. Copies of the corrected list shall be provided to the Secretary-Treasurer of the Union.

ARTICLE 18 – POSTING OF NEW POSITIONS AND VACANCIES

18.01 All vacant positions, **excluding term positions of less than three (3) months**, shall be posted.

18.02 Job Postings

Job postings shall include the following information:

- Job classification/title
- Status (whether full-time or part-time, and temporary or permanent)
- Required qualifications
- Pay/Salary level
- Number of hours
- Location (if applicable)
- Date of opening, and date and time of closing for the posting

18.03 Posting and Filling of Vacancies and New Positions

a) Increase of Part-time Hours before Posting

Before posting a part-time position or hiring contractors, the Employer shall consider whether the new duties can be performed by providing current part-time Employees with additional hours.

Part-time Employees shall keep the Employer informed, in writing, if they wish to be considered for additional hours.

Part-time Employees shall be considered for additional hours based on seniority, necessary qualifications and possession of the ability to perform the duties.

b) Posting of Vacancies

The Employer shall provide Employees with email notice of posted positions. Employees will have seven (7) days to submit written application for the position.

Positions may be posted both internally and externally at the same time with preference given to Employees.

c) Filling of Vacancies and New Positions

Vacancies and new positions shall be filled based on seniority, qualifications and possession of the ability to perform the job.

Positions may only be awarded to external applicants if there are no senior, qualified and able Employees within the bargaining unit who applied for the position.

d) Successful Applicants

The Employer shall notify the Union of the successful applicant for each posting and will provide the Union with details of the successful applicant upon request.

e) Reasons to be Given to Unsuccessful Applicants

Upon request, the Employer will inform an unsuccessful internal applicant of the reason for their application not being selected. Such reasons shall be given in writing if the Union so requests.

18.04 Term Positions

- a) If a **term position** is filled by a permanent Employee, the Employee shall revert to their permanent position when the **term** position ends **without loss of seniority**.
- b) If a **term** position becomes permanent, it shall be posted and filled in accordance with Article 18.03.
- c) Nothing in this article shall preclude an Employee from filling two (2) **term positions** where there are no scheduling conflicts, conflicts of interest and the total working hours do not exceed 35 hours/week.

18.05 Classifications

The Employer shall establish and maintain a position classification plan in which positions of similar kind, difficulty and responsibility are included in the same class. Amendments to the classification plan shall be made by the Employer from time to time as changes in organization and work assignments require and as funding requirements dictate. Written specifications for each classification of position shall be provided which will include the nature of work and examples of work, critical minimum requirements for certification, and the minimum requirements required for adequate performance of the duties of a position in the class.

In the establishment of new classes and amendments to present classes, the Employer agrees to submit a copy of the class specification to the Union. In such cases the Union shall have an opportunity to make representation before the class specifications are finalized. Representation by the Union will be given due consideration. If the Union is not satisfied with the Employer's decision, then the Union shall have recourse to the grievance procedure.

ARTICLE 19 – CRIMINAL AND VULNERABLE SECTOR RECORD CHECKS

Criminal record and vulnerable sector checks are required for all Employees. Employees are responsible to pay for criminal records and vulnerable sector check.

During their employment, an Employee shall, within seventy-two (72) hours, disclose to the Executive Director or designate, any dealing they may have with the criminal justice system, including when they become aware that they are under investigation for an alleged criminal offence, charged with or awaiting court disposition of a criminal offence, are a respondent under *The Victims of Domestic Violence Act* or a defendant under section 810 (peace bond) of the Criminal Code. The Employee shall disclose to the Executive Director or designate the Criminal Code provision(s) for which they are being investigated or charged.

In these circumstances:

- a) the Employer and the Union agree that privacy and confidentiality should be maintained to the furthest extent possible; and**
- b) the provisions of Article 11 - Discipline and Discharge may apply.**

ARTICLE 20 – PROFESSIONAL ASSOCIATIONS AND CODES OF ETHICS

20.01 Memberships and Licenses to be Maintained

Where an Employee's duties and position require membership in a professional association and/or licensure from a provincial or national licensing body, the Employee shall maintain such membership and licensure in good standing.

The Employer will reimburse Employees for their annual membership and licensure fees from a provincial or national licensing body, up to a maximum of four hundred dollars (\$400.00) per year, as follows:

- a) The Employee will have completed their probationary period;**
- b) Reimbursement will be provided at the end of the licensing year;**
- c) Payment will be made upon submission of receipt and proof of registration provided to the Employer, by the Employee;**
- d) The reimbursement will be prorated for the months for which the Employee was employed by the Employer in that year; and**
- e) The reimbursement for part-time Employees will be prorated to their FTE. This amount will not be higher than the net fees after reimbursement by another Employer, if applicable.**

In recognition that the Employer is a not-for-profit organization, the Employer should be considered as the payer of last resort as it pertains to the reimbursement of professional fees. Where an Employee has access to full or partial reimbursement of fees from other sources, they shall first seek reimbursement from those sources prior to making a claim with the Employer.

Where such membership or licensure has lapsed, or been suspended, the Employee shall notify the Executive Director immediately, and take steps to remedy the situation.

20.02 Professional Association Code of Ethics

Employees shall abide by the Code of Ethics of their licensing associations.

20.03 Employer Code of Ethics

Employees shall abide by the Employer Code of Ethics. Where the Employer Code of Ethics is found to be in conflict with the Code of Ethics of an Employee's licensing body, the licensing body Code shall be considered binding.

ARTICLE 21 – PROBATIONARY PERIOD AND ASSESSMENT PERIOD

21.01 Probationary Period

- a) Newly hired Employees shall be on probation for a period of twelve (12) months from the date the Employee first commences work.
- b) During the probationary period, Employees shall be entitled to all rights and benefits of this agreement.
- c) Where an Employee in a probationary period successfully applies for another position, they shall serve **either** the remainder of their probationary period **or a three (3) month period equivalent to an** assessment period, whichever is greater.

21.02 Termination During Probationary Period

A probationary Employee may be terminated for reasons of general unsuitability within the first six (6) months of probation. The Union shall be notified in writing of all such dismissals within seven (7) days.

21.03 Extension of Probationary Period

By mutual agreement of the Union and the Employer, the Employer may extend the probationary period for up to three (3) months. The circumstances warranting the extension, the improvements expected by the Employer and the duration of the probationary extension must be communicated to the Employee in writing.

21.04 Assessment Period

An Employee who has completed a probationary period and successfully applies for a different term or permanent position shall be in an assessment period in their new position for three (3) months following their first day of work in the new position.

During **the** assessment period, **the** Employee may be returned to their original position, if proved incapable, or **they** may initiate a return to their original position.

By mutual agreement of the Union and the Employer, an extension of the assessment period of up to three (3) months may be granted. The circumstances warranting the extension, the improvements expected by the Employer, and the duration of the assessment extension must be communicated to the Employee.

21.05 Evaluation of Probationary Employees

A probationary Employee shall be provided with ongoing feedback and support during the probationary period. An evaluation shall be conducted at the mid-point of the probationary period where the Employee will be advised of where expectations are being met, of areas for improvement and the expectations to be achieved. A further evaluation will be conducted at the end of the probationary period.

ARTICLE 22 – LAYOFF AND RE-EMPLOYMENT

22.01 Layoff Defined

A layoff within the bargaining unit shall be defined as an Employer initiated reduction of the workforce or a reduction in hours of work for a full- or part-time Employee.

22.02 Consultations and Notification of Layoffs

The Employer will notify the Union and the **affected** Employees of the possibility of layoffs.

The Employer will consult with the Union before initiating layoffs in an effort to identify alternatives and options around reductions in the workforce or a reduction of hours.

Prior to issuing layoff notices, and without identifying affected Employees, the Employer shall advise the Union that layoffs will occur.

22.03 Notice of Layoff

- a) The Employer shall serve Notice of Layoff to the Employee(s) involved when it is determined that a reduction is necessary. Notice of Layoff shall be in accordance with *The Saskatchewan Employment Act*.

- b) The Employee(s) affected by the layoff will have the opportunity to bump into a position filled by an Employee with the least seniority, provided they have the necessary qualifications and ability to do the job.
- c) If the Employee laid off has not had the opportunity to work their scheduled work hours during the notice period, the Employee shall be paid in lieu for all hours previously scheduled but not worked.

22.04 First Consideration for Re-Employment

For six (6) months from date of layoff, laid off Employees shall be given first consideration in postings for which they have applied and for which they are qualified and have the ability to perform the work. Seniority will apply in order of re-employment.

In the case of a layoff that has resulted in a reduction of hours, the laid off Employee shall be given first consideration for maximization of hours before a posting shall be made.

ARTICLE 23 – DESIGNATED HOLIDAYS

The Employer recognizes the following as designated holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- 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 provincially designated holiday.

Holy days of other faiths may be taken on the basis of a leave without pay, or as a vacation day and such leaves are to be arranged through the Executive Director.

When the Employer has closed the agency between Boxing Day and New Year's Day, the days when the agency would have been open during that period will be provided without loss of pay or benefits, for seven (7) hours per day, prorated for part-time Employees.

ARTICLE 24 – VACATION LEAVE

24.01 Vacation Rights and Responsibilities

Vacation shall be taken according to the following:

- a) The vacation year shall be the Employer's fiscal year (April to March).
- b) Employees may use vacation time once it has been accrued. Any remaining vacation days may be carried over into the next vacation year and must be used by the end of that year. The number of vacation days which may be carried over shall not exceed the annual vacation entitlement set out in Article 24.02.
- c) Subject to exceptional or unforeseen circumstances, all vacation requests must be made at least **one (1) month** in advance of the proposed vacation.
- d) Approval of such requests will be made by an Employee's Director or Manager upon consideration of the operational and programming needs of the Employer, including a determination by the Director or Manager that there is sufficient capacity to cover the Employee's absence.
- e) As far as it is practical, and subject to sufficient coverage, the Employer agrees to approve vacation requests for the time requested. However, no Employee shall have access to vacation without prior approval.
- f) Employees are entitled to take earned vacation in a continuous period.
- g) If a conflict arises in the selection of vacation dates, the most senior Employee within the program shall be granted first selection of vacation dates.
- h) Vacation may not be taken until it is earned.

24.02 Vacation Entitlement

- a) Employees with less than one (1) year of service shall be entitled to 1.25 days' vacation per month of full-time employment, pro-rated for less than full-time employment.
 - i) Upon completion of one (1) years' service and up to the fourth (4th) anniversary of continuous and full-time equivalent employment with the Employer, Employees shall be entitled to an annual paid vacation period of three (3) weeks.
 - ii) Employees shall be entitled to four (4) weeks annual vacation after four (4) years employment with the Employer.
 - iii) Employees shall be entitled to five (5) weeks annual vacation after eight (8) years of employment with the Employer.

- iv) Employees shall be entitled to six (6) weeks annual vacation after twelve (12) years of employment with the Employer.
- b) Such amounts shall be prorated for part time Employees working fifty percent (50%) or more of full-time hours. Employees that work less than fifty (50%) of full-time hours shall receive vacation pay for each pay period on a prorated basis.

ARTICLE 25 – HOURS OF WORK

25.01 Preamble

The Employer will endeavor to create a financially viable workplace that recognizes the professionalism and accountability of its Employees. Provided that most client and program needs are met during operating hours, every reasonable effort will be made to provide a work environment in which Employees may manage their schedules in a responsible and flexible way.

Employees may arrange their schedule in consultation with their supervisor. Employees will also be expected to periodically rearrange their work schedule to accommodate client and/or program requirements.

25.02 Operating Hours

The operating hours for Family Service Saskatoon are 9:00 a.m. – 5:00 p.m. Monday to Friday inclusive.

25.03 Regular Hours of Work Without Earned Days Off

Subject to Article 25.04, regular hours of work for full-time Employees shall be seven (7) hours per working day, thirty-five (35) hours per week.

25.04 Regular Hours of Work with Earned Days Off (EDOs)

For those full-time Employees who elect to earn an Earned Day Off (EDO), regular hours of work shall be seven and one half (7.5) hours per day, thirty-seven and a half (37.5) hours per week.

An Employee's EDO shall be taken on a 5-5-4 work rotation, on either the third Monday or Friday after the EDO has been earned. EDOs shall be taken as earned and as scheduled, unless changes are approved, in advance, by the Employee's immediate supervisor, Manager or Director.

25.05 Flexible Weekly Work Schedule

To meet client and program needs, Employees may occasionally be required to engage in a flexible work schedule within a week.

An Employee may use a flexible work schedule to flex their regular hours of work outside of operating hours and to work fewer than their regular hours of work in a week or more than their regular hours of work in a week to a maximum of forty (40) hours in a week.

On such occasions, an Employee shall make every reasonable effort to make use of a flexible work schedule to minimize hours which are additional to their regular hours of work and to have a net zero balance of flexed hours at the end of each week.

25.06 Additional Hours beyond an Employee's Regular Hours of Work in a Week

Where, because of client and program needs, an Employee has been unable to use a flexible work schedule to achieve a zero balance at the end of a week and has worked additional hours beyond their regular hours of work for a week, the additional hours shall be taken as time as lieu, in accordance with Article 25.07.

When an Employee regularly works additional hours in excess of five (5) hours per month beyond their regular hours of work, the Employee must discuss their work assignments with their Manager or Director.

25.07 Additional Hours to be Taken as Time in Lieu

Additional hours shall be taken with prior approval and as straight time off in lieu of pay, as soon as possible after their accrual, or as best suits the needs of the program and the Employee. Additional hours shall be used in the fiscal year in which they are accrued.

25.08 Overtime pursuant to *The Saskatchewan Employment Act*

Overtime is defined as working more than forty (40) hours in a week. No Employee may work overtime without the prior written approval of their Manager or Director unless an emergent situation arises. Overtime shall be compensated at time and a half (1.5).

ARTICLE 26 – ON-CALL AND AFTER-HOURS DUTY REQUIREMENTS

The Employer may require its professional Employees to be part of an after-hours or on-call duty roster should the circumstances of client groups and/or management of the Employer require. Such requirements shall be at the discretion of the Executive Director.

Should such be required, a duty roster shall be maintained so that Employees shall have fair notice of specific requirements for such duty. Compensation shall be in accordance with *The Saskatchewan Employment Act*.

ARTICLE 27 – TEMPORARY PERFORMANCE OF OTHER DUTIES

- a) When an in-scope Employee is assigned, in writing, to perform the higher level duties of an individual outside of the bargaining unit they shall be given a five percent (5%) bonus. The five percent (5%) bonus is to be calculated based on the assigned Employee's current rate of pay at the time of the coverage.
- b) When an in-scope Employee is assigned, in writing, to perform the higher level duties of a supervisor for a period greater than five (5) days, they will be paid at the next rate of pay higher than theirs in the pay band of the supervisory position for which they are covering.
- c) **An Employee temporarily assigned to perform duties of a lower paid classification or position, shall not suffer any reduction in earnings.**

ARTICLE 28 – SICK LEAVE

28.01 Sick Leave Definition

Sick leave shall be defined as time off from work because of an Employee's temporary inability to perform duties because of sickness or disability.

28.02 Sick Leave Accrual

Sick leave for personal illness is available to all Employee who regularly work a minimum of thirty-five (35) hours per week, and shall accrue at the rate of 1.25 days per month. An Employee working less than thirty-five (35) hours per week shall accrue sick leave based on a prorated portion of 1.25 days per month.

28.03 Maximum Accrual of Sick Leave

Full-time Employees shall accumulate sick leave to a maximum of thirty (30) days. Part-time Employees shall accumulate sick leave to a prorated maximum based on thirty (30) days.

28.04 Short-Term Disability

Short-term disability benefits shall be available to Employees in accordance with the benefit package held by the Employer. A copy of the current benefit package shall be available to all Employees when they qualify for this benefit.

28.05 Long-term Disability

Long-term disability benefits shall be available to Employees in accordance with the benefit package held by the Employer.

Extended health and dental coverage will be provided by the Employer for up to twenty-four (24) months.

28.06 Contributions for LTD and STD

All benefits are based on 100% Employee contribution for LTD and STD. Such contributions shall be deducted from the Employee's pay.

ARTICLE 29 – COMPULSORY QUARANTINE

An Employee who is the subject of a government-imposed quarantine order and is absent from work may use sick leave to cover time lost or may discuss alternative work arrangements with their Director or Manager. Approval of such alternative work arrangements may be made upon consideration of the nature of the Employee's work and the Employer's capacity to resource alternative work arrangements. The request to work from home shall not be unreasonable denied.

ARTICLE 30 – LEAVES OF ABSENCE

30.01 Leave for Medical, Dental, and EAP Appointments

Each full-time Employee shall be allowed three (3) working hours per month to attend to medical, dental, or Employee Assistance Program appointments. This time will be prorated for part-time Employees. Part-time Employees will be required to make every effort to schedule and attend appointments during non-work hours. These hours shall not accumulate and will expire at the end of each month.

30.02 Compassionate Leave

- a) For the purposes of this article, immediate family means:
 - i) The Employee's spouse, parent, grandparents, child, grandchild, sibling, or sibling's spouse; or
 - ii) The Employee's spouse's parent, grandparent, child, grandchild, sibling, or sibling's spouse.
- b) Upon notice to their supervisor, Employees will be entitled to up to five (5) days leave with pay to attend to the life-threatening illness or death of a member of their immediate family. This time will be prorated for part-time Employees.
- c) Employees may apply to the Executive Director for:
 - i) Additional days of leave, with or without pay where the circumstances of the illness or death require more days than those provided in subsection b); and/or

ii) Leave, with or without pay where the individual involved is not a member of the Employee's immediate family but is someone whom the Employee considers to be like a family member.

iii) Leave, with or without pay where the individual involved is a community-designated Indigenous Elder.

30.03 Pressing Necessity/Family Responsibility Leave

The Employer shall grant an Employee up to five (5) working days with pay per fiscal year for matters of pressing necessity or family responsibility. This time will be prorated for part-time Employees. These days shall not accumulate but will expire at the end of each fiscal year.

The **Manager** shall be notified as soon as possible when such leave is taken.

30.04 Parental Leave

The Employer shall grant Parental Leave (Maternity Leave, Paternity Leave, and Adoption Leave) of up to eighteen (18) months without pay in accordance with the provisions of *The Saskatchewan Employment Act* and/or *The Employment Insurance Act (Canada)*.

Such leave shall be requested in writing to the Executive Director as soon as possible and no less than three (3) months in advance, except in extenuating circumstances, in order that service to clients can be continued in an optimal manner. The request may also include whether the Employee intends to access the twelve (12) or eighteen (18) month parental benefits according to the provisions of *The Saskatchewan Employment Act* and/or the Employment Insurance regulations.

It is further understood that provision of parental leave does not preclude the use of sick leave when illness is experienced during pregnancy.

30.05 Military Reserve Training/Active Duty

Any absences by an Employee due to attendance at military reserve training, or periods of active military duty, shall be authorized in advance by the Executive Director, and shall be without pay.

30.06 Jury Duty

Any Employee called into active jury duty shall be given leave with pay for the period that they are required for such duty. Any *per diem* fees paid for such jury duty shall be paid to the Employer.

30.07 Leave to Hold Public Office

The Employer recognizes the right of an Employee to participate in public office.

An Employee who seeks the nomination as a candidate for an elected public office, such as Member of the Saskatchewan Legislative Assembly, or Member of Parliament, shall, upon request, be granted the requested partial or full leave of absence without pay to seek such nomination. Should an Employee become a candidate for elected office, the Employer shall, upon request, grant the requested partial or full leave of absence without pay to a maximum of the duration of the campaign.

If the Employee is elected to public office, upon request, the Employer shall grant the requested partial or full leave without pay for the duration of the term of office.

During such leave, seniority shall be retained.

30.08 Union Leave

a) Union Education and Union Business Leave

A member of the Union, appointed as a delegate to attend a conference or convention in connection with Union business or affairs, or who is selected as a candidate to attend a Union school, shall be granted leave of absence without pay, insofar as Employer operations permit.

A request for such leave must be submitted to the Executive Director four (4) weeks prior to the proposed leave. Granting of such leave shall not be unreasonably withheld by the Executive Director.

Salary and benefits for the Employee on the Union leave shall continue uninterrupted during their absence; such salary and prorated benefit costs shall be invoiced to the Union upon the member's return, for repayment to the Employer.

b) Union Employment Leave

Any Employee who has completed one (1) year of service and who is selected for a full-time position with the Union shall, on application to the Executive Director, be granted leave of absence without pay for a period of up to one (1) year. Such Employee's seniority shall be retained.

30.09 Provision of **Registered Retirement Savings Plan (RRSP)** and Benefits During Leaves of Absence

- a) Subject to the qualifying provision of the **RRSP** plan, an Employee on leave under Article 30 Leaves of Absence may elect to buy back **RRSP** contributions for the period in which they normally would have been employed, by paying both the Employee's and the Employer's share of the contributions upon their return to work.
- b) Subject to the qualifying provision of the **RRSP** plan, an Employee on leave under Article 28 Sick Leave may elect to maintain **RRSP** contributions for the period in which they normally would have been employed, by paying the Employee's share of the contributions during the leave or buying back the time at the conclusion of the leave.
- c) For unpaid leaves of more than thirty (30) days, an Employee on leave under Article 30 Leaves of Absence may elect to continue their Employee benefit plan by paying both the Employee's and the Employer's share of the premium.
- d) All contributions during the leave shall be submitted to the Employer by post-dated cheques or lump sum payment no later than thirty (30) days from the start of the leave, or benefits shall be terminated. **The Employer shall contact the Employee prior to termination of benefits to discuss possible payment options.**

30.10 Unpaid Leave of Absence

- a) **An Employee may apply for a leave of absence without pay for personal reasons other than illness, for up to one (1) year. The Employer will make every reasonable effort to approve the request, subject to operational requirements. The Employer will respond in writing, either approving the leave or denying the request, and stating the reasons for denial.**
- b) For all applications for unpaid leaves of absence the Employee shall:
 - i) Provide the request in writing, stating the reason for the leave;
 - ii) Provide the start and end dates of the leave;
 - iii) Subject to extenuating circumstances, provide the request at least two (2) months prior to the start date of the leave;
 - iv) Exhaust all overtime, additional hours, EDOs and vacation, prior to the start of the leave. Prior to the requirement of exhausting all vacation, the Employer agrees that any pending applications for vacation leave shall be reviewed and considered for approval; and
 - v) At least two (2) months prior to the end date of their leave, notify the Employer in writing of whether they intend to return to work.

- c) **In addition to the foregoing requirements, the parties agree that the following are some of the factors which may be considered in approving a request for a leave of absence:**
- i) **The length of time the Employee has been employed with the Employer;**
 - ii) **The length of time since their last leave of absence under this article;**
 - iii) **The length of the requested leave of absence;**
 - iv) **Level of staffing in the Employee's program area, including the ability to provide sufficient coverage; and**
 - v) **Purpose of the leave.**

30.11 Negotiation Leave

If the Negotiation Committees agree to conduct negotiations during working hours, the Employer will provide leave with pay for a maximum of one (1) Employee.

30.12 Interpersonal Violence Leave

The parties recognize that Employees may face situations of interpersonal violence which may affect their work and personal lives.

In those circumstances the Employer and the Union agree that privacy and confidentiality should be maintained to the furthest extent possible.

Upon notice to the Employer, an Employee shall be entitled to a paid leave for a maximum of five (5) days per fiscal year and an unpaid leave for a maximum of a further five (5) days per fiscal year for interpersonal violence leave as provided by *The Saskatchewan Employment Act*. Subject to prior notification to the Employer, Employees will have discretion to use the leave as needed. Employees may also access other leave provisions under Article 30.

The Employee will ensure the Employer is notified as soon as possible as to the expected duration of the leave.

ARTICLE 31 – NOTICE OF TERMINATION OF EMPLOYMENT

To allow for continuity of service, Employees are encouraged to give as much notice as possible prior to termination of their employment. All notices of termination shall be given in writing to the Executive Director.

ARTICLE 32 – RETIREMENT

32.01 Retirement

The Employer shall **comply** with *The Saskatchewan Employment Act*, and *The Saskatchewan Human Rights Code* **for any terms and conditions of employment related to retirement.**

32.02 Retirement Assistance and RRSP

The Employer will provide an RRSP plan to permanent Employees, the terms of which will be provided to Employees upon request. Employees will be eligible to enroll in the plan after one (1) full year of employment. The Employer and Employee will contribute to the plan.

ARTICLE 33 – CONFLICT OF INTEREST

Outside Employment and Private Practice

The parties agree that Employees may have interest in other employment, contracts of service or private practice in addition to their employment with the Employer.

Employees shall notify the Executive Director in writing of any such other employment, contracts of service or private practice arrangements in which they are becoming involved and shall provide the Employer with an annual update of any such arrangements.

As a condition of their employment, Employees shall make every effort to ensure any other such employment, contract of service or private practice arrangement in which they are engaged is not in conflict with their employment with the Employer or contrary to the Employer's Conflict of Interest policy.

ARTICLE 34 – SALARIES AND COMPENSATION

34.01 Salary Scale

The salary scale applicable to Employees shall be set out as in Schedule "A" and thereafter, as amended by any salary increases arising from increased government funding as per Article 43. The Employer agrees to post a current Schedule "A" in a location available to all Employees.

34.02 Placement on Schedule "A"

At the time of hire, Employees will be placed on a step in Schedule "A" commensurate with their related qualifications and experience. The Union shall be advised of the step upon which the new Employee will be placed.

The date of hire shall become the Employee's anniversary date, subject to any change in classification or unpaid leaves of absence as specified in Article 34.03 (b) or 34.03 (c).

34.03 Movement Through Schedule "A"

- a) After having been actively at work in the same classification for a total of twelve (12) months, an Employee shall be moved to the next step on the grid of their current classification as set out in Schedule "A", effective the next pay period.
- b) When an Employee's classification is changed, they will be moved to the first step for their new classification in Schedule "A" which provides a higher rate of pay than their rate of pay prior to the change in classification.
- c) When an Employee returns to active service following an unpaid leave of absence, their anniversary date shall be changed to the date of their return, less credit toward the next step earned before the leave of absence without pay was taken.

34.04 Payment of Wages

Employees shall be paid actual earnings on a **bi-weekly** basis.

34.05 Deductions

- a) Current deductions shall be made as required by Federal and Provincial legislations, and no other deductions may be made without written consent of the Employee concerned, except where otherwise provided for in this Collective Agreement.
- b) On each payday, each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

34.06 Any Shortages in Pay

Any shortage in pay resulting from the incorrect payment of wages shall be rectified as soon as possible.

34.07 Overpayments

Any overpayment in pay shall be rectified as soon as possible, and repaid at a rate agreed upon by the Employee affected, the Employer, and the Union.

ARTICLE 35 – EXPENSES INCIDENTAL TO EMPLOYMENT

Expenses incurred in connection with the assigned duties and responsibilities of an Employee's job with the Employer shall be reimbursed. Those not budgeted for require authorization in advance by the Executive Director or designate. Expenses shall not be reimbursed without provision of receipts.

ARTICLE 36 – WORKERS' COMPENSATION

36.01 Workers' Compensation

All Employees of the Employer shall be covered by Workers' Compensation while on duty or in transit during the work day.

36.02 Prompt Reporting of Injuries

All injuries and incidents occurring while on duty or in transit must be reported as soon as possible to the Executive Director or Designate. Employees shall submit such report in writing.

36.03 Where an Employee has received **Workers' Compensation Board (WCB)** payments for a period in which they received wages or sick leave benefits, such WCB payment for that period will be reimbursed to the Employer.

ARTICLE 37 – EMPLOYEE DEVELOPMENT

37.01 Employee Development

The parties agree that Employee development provides an invaluable source of knowledge for Employees, and an increase in their capacity to meet the needs of clients. The Employer shall encourage Employees to develop their skills and knowledge via access to both Employer and external resources. It is understood that the provision of an improved quality of service is a direct result of such Employee development.

37.02 Appropriate supervision and consultation shall be made available by the Employer in support of professional requirements.

37.03 In-Service Training

The Employer shall endeavor to provide in-service training in the form of workshops and seminars for Employee on a regular basis. Such in-service training shall be dependent on the needs of the Employer, the interest of Employees, and the financial capacity of the Employer.

37.04 Eligibility for External Training

All full-time Employees will be eligible for five (5) working days with pay per fiscal year (April 1 – March 31) to attend external training opportunities for professional development where:

- a) an Employee has had one (1) year of continuous employment at the time of application;
- b) the Employee has submitted an application providing particulars of the training as outlined in Article 37.05;
- c) their Director or Manager has approved training and associated expenses in advance; and
- d) there is sufficient capacity to cover the Employee's absence.

Part-time Employees will be eligible for leave on a prorated basis in the same manner.

37.05 Application for External Training

In accordance with Article 37.04, applications for external training shall:

- a) be submitted in writing, in advance of the training event, with as much notice as is reasonably possible, and no less than one (1) month in advance, subject to exceptional or unforeseen circumstances; and,
- b) define the event, including the duration of the event, the costs for which the Employee will be requesting reimbursement, a description of the projected professional development, the projected benefits to the Employer, and where applicable, the exceptional or unforeseen circumstances **for having submitted the application less than one (1) month in advance.**

37.06 Receipt and Approval of Applications for External Training and Reimbursement of Expenses

- a) Acknowledgement of applications for training shall be provided to the Employee within seven (7) calendar days of receipt.
- b) Such applications for training shall be considered in a timely manner and shall not be unreasonably denied.
- c) Where an application for training has been approved, reimbursement of expenses shall be provided in accordance with the approved application, and upon proof of expenses incurred, and may, at the discretion of the Employer, include:
 - i) any other available budgetary funds; and

- ii) any other reasonable expenses incurred for exceptional or unforeseen circumstances.

37.07 Employer Directed Attendance

Where a training event is within an Employee's area of interest, or within an area in which the Employer has a need for increased capacity, the Executive Director or an Employee's direct supervisor may direct an Employee to attend the event. Attendance at such training shall be without loss of pay or benefits, and reasonable expenses shall be provided or reimbursed to the Employee.

37.08 Extended Study Leave

Extended study leave, without pay, may be considered where an Employee has worked for five (5) years with the Employer, and where a written request is submitted for the approval of the Executive Director at least six (6) months in advance of the intended leave. Such requests shall outline the time of the absence. Such leave shall only be denied where the Employer is unable to adequately maintain its services during the proposed period of absence.

ARTICLE 38 – INTERN/STUDENT SUPERVISION AND ORIENTATION

Intern/Student and New Employee Supervision and Orientation

Specific Employees may be required by the Employer, where it is possible in their schedules, to assist with and assume responsibilities for the supervision and orientation of students, interns, and other Employees.

ARTICLE 39 – PROFESSIONAL LIABILITY INSURANCE

Liability Insurance

The Employer shall carry, at its own expense, professional liability insurance for all full- and part-time Employees who provide counselling services for the Employer. All Employees are further encouraged to carry additional liability insurance.

ARTICLE 40 – TRANSPORTATION

Parking and Travel Reimbursement

Employees who require the use of a vehicle for work shall have access to an Employer parking spot, if one is available.

Employees who **are required to use their own vehicle for work purposes** shall be reimbursed on a per-kilometer basis for all distance driven. Such reimbursement shall be at the current provincial per-kilometer rate at the time the expense was incurred.

ARTICLE 41 – DUTY TO ACCOMMODATE AND RETURN TO WORK

41.01 Accommodation of Employees

Accommodation of Employees within the workplace is a shared responsibility between the Employer, the Union, and the Employee.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties because of a disability.

In some circumstances, the Employer and the Union may agree to waive certain provisions in this Agreement, but under no circumstances shall provisions be waived unilaterally.

41.02 Medical Information

It will be the responsibility of the Employee returning to work to provide the Employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an Employee is fit to perform the duties of their job or modified work must be made in such a way as to protect the confidentiality of the Employee's medical information. Such medical information shall be provided by a qualified medical practitioner, and shall be limited to:

- a) A prognosis for recovery, with or without limitations.
- b) A clear opinion as to the Employee's fitness to return to work.
- c) An opinion of the Employee's fitness to perform the specific duties of their current job, or the accommodation being considered.
- d) The potential duration of any limitations.

41.03 Accommodation Meetings

The Employee and Union Representative who attend an accommodation meeting shall do so without loss of pay or benefits.

41.04 Graduated Return to Work

Where an Employee can return to work after a period of illness or disability, and it is advised by the Employee's medical practitioner that they should return to work on a graduated program, the Employer and the Union agree to meet to discuss options for such graduated return with the Employee.

Such discussion shall include possible necessary modification of the workplace, or work processes such as may reduce or eliminate the length of the Employee's absence from their position. During such meetings, the Employee shall have Union representation.

ARTICLE 42 – UNION NOTICE BOARDS

The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it, and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the Employees.

ARTICLE 43 – WAGE/SALARY PROVISIONS TO BE REOPENED ANNUALLY

Wage/Salary/Benefit Provisions to be Reopened Annually

On **June 1st** of each year, the parties agree to open Schedule 'A' and other monetary portions of the Collective Agreement to negotiate salary/wage, term, or benefit increases/improvements that may be possible due to increases in contract and government funding.

Where an increase in pay has been negotiated, the increase shall be retroactive to April 1st of that same year.

ARTICLE 44 – RETROACTIVITY OF PAY INCREASES

Unless otherwise specified in an article of this Collective Agreement or a memorandum of settlement signed by the parties, all pay and benefit increases shall be retroactive to the day following the date of expiry of this Collective Agreement, or to the annual date specified in Article 43.

ARTICLE 45 – NEW PROVISIONS AND RATIFICATION

45.01 New Provisions

All agreed provisions shall be effective on the date on which the parties exchange notice of ratification by their principals, unless specified otherwise within an individual provision.

45.02 No Unreasonable Delay of Ratification

Neither party shall unreasonably delay ratification of the agreed provisions of the Collective Agreement by their principals.

45.03 Ratification to be Communicated to the Parties

It is agreed that the results of any ratification votes held by the principals of each party shall be communicated to the other party without unreasonable delay.

SIGNING PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENTS

TO BE EXECUTED THIS 2nd DAY OF May, 2025.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5316:

SIGNED ON BEHALF OF
FAMILY SERVICE SASKATOON:

Kayla Seel

ABaumann

ST

Y

Will No

Schedule 'A'
As at April 1, 2024

	Step 1	Step 2	Step 3	Step 4	Step 5
Counsellor or Outreach Worker with BSW					
Annual	57,754.38	59,198.23	60,678.18	62,195.13	63,750.00
Monthly	4,812.87	4,933.19	5,056.52	5,182.93	5,312.50
Semi-Monthly	2,406.44	2,466.60	2,528.26	2,591.47	2,656.25
Hourly	31.74	32.53	33.34	34.18	35.03
Counsellor or Outreach Worker with MSW or related Graduate Degree					
Annual	62,952.26	64,526.06	66,139.21	67,792.69	69,487.50
Monthly	5,246.03	5,377.18	5,511.61	5,649.40	5,790.63
Semi-Monthly	2,623.02	2,688.59	2,755.81	2,824.70	2,895.32
Hourly	34.59	35.46	36.35	37.25	38.18
Supervisor with BSW					
Annual	61,219.62	62,750.11	64,318.86	65,926.83	67,575.00
Monthly	5,101.64	5,229.18	5,359.91	5,493.91	5,631.25
Semi-Monthly	2,550.82	2,614.59	2,679.96	2,746.96	2,815.63
Hourly	33.64	34.48	35.35	36.23	37.13
Supervisor with MSW or related Graduate Degree					
Annual	66,729.40	68,397.63	70,107.57	71,860.25	73,656.75
Monthly	5,560.79	5,699.81	5,842.30	5,988.36	6,138.07
Semi-Monthly	2,780.40	2,849.91	2,921.15	2,994.18	3,069.04
Hourly	36.67	37.59	38.53	39.49	40.48
Office Coordinator					
Annual	46,203.50	47,358.58	48,542.54	49,756.10	51,000.00
Monthly	3,850.30	3,946.55	4,045.22	4,146.35	4,250.00
Semi-Monthly	1,925.15	1,973.28	2,022.61	2,073.18	2,125.00
Hourly	25.39	26.03	26.68	27.34	28.03
Accounting Administrator					
Annual	49,091.21	50,318.49	51,576.45	52,865.86	54,187.50
Monthly	4,090.94	4,193.21	4,298.04	4,405.49	4,515.63
Semi-Monthly	2,045.47	2,096.61	2,149.02	2,202.75	2,257.82
Hourly	26.98	27.65	28.34	29.05	29.78
Receptionist					
Annual	40,428.07	41,438.77	42,474.73	43,536.59	44,625.00
Monthly	3,369.01	3,453.24	3,539.57	3,628.05	3,718.75
Semi-Monthly	1,684.51	1,726.62	1,769.79	1,814.03	1,859.38
Hourly	22.22	22.77	23.34	23.93	24.52

Letter of Understanding No. 1

Between: **Family Service Saskatoon**

And: **CUPE 5316**

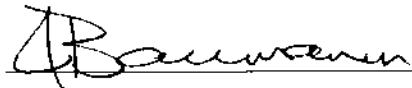
Re: **Employee and Family Assistance Program (EFAP)**

It is hereby agreed between the parties that the parties shall meet annually to discuss the idea of an EFAP program and to determine if funds are available for such a plan.

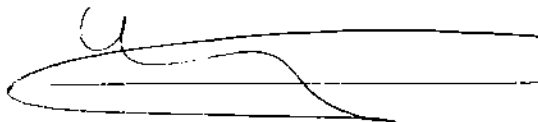
SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5316:

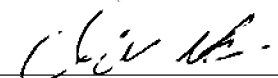
SIGNED ON BEHALF OF
FAMILY SERVICE SASKATOON:

 _____

 _____

 _____

 _____

 _____

Date: May 2, 2025