



# COLLECTIVE AGREEMENT

#### **BETWEEN**

# **HAVEN FAMILY CONNECTIONS**

(Family Support Program)

### AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

**FOR THE PERIOD OF** 

October 1, 2021 - September 30, 2024

# How to Handle a Question or Complaint

If you have a question or complaint about the application or interpretation of the Collective Agreement as it applies to you, do not delay and

- Review the facts.
- Read the Collective Agreement.
- Check on the existence of any locally negotiated terms which may modify the basic agreement.

If you continue to have a question or complaint, speak to your local Unit Executive or Steward about the problem.

If you do not get a satisfactory answer to your problem, or need help in resolving your problem, you should call the SEIU-West **Member Resource Centre (MRC).** 

A Member Resource Centre Officer will answer your questions and help deal with your issue. They can also refer your concerns to the Union Representative assigned to your workplace, if necessary.

The SEIU-West MRC can be reached toll free by calling:

1-888-999-SEIU (7348) ext. 2298

Or click 'Contact' on:

**SEIUWEST.ca** 

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#### **PREAMBLE**

The Employer and the Union mutually agree:

- a) To promote optimum services to the Employer's clients and actively support the organization's Vision and Mission.
- (b) To encourage efficiency and safety in operation.
- (c) To promote morale, well-being and security of employees in the bargaining unit.
- (d) To outline in writing the wage rates, hours of work and the working conditions, which have been agreed to through collective bargaining.
- (e) To provide a method and procedure for the settlement of grievances between the parties.

#### ARTICLE 1 - SCOPE OF AGREEMENT

1.01 The terms of this Agreement shall apply to all employees of the Haven Family Support program of the Employer, excluding those employed in the following positions:

Directors, Coordinator of Family Support and Outreach, Administrative Assistant to the Directors and supervisory employees within the definition of *The Saskatchewan Employment Act*.

1.02 Work of the Bargaining Unit

Nothing in this Agreement or otherwise shall be deemed as a restriction on the right of non-bargaining unit personnel to perform, on a temporary basis, any function normally performed by bargaining unit employees. No in-scope employee shall suffer a loss of regular hours or loss of employment as a result of such work.

#### **ARTICLE 2 – DEFINITIONS**

#### 2.01 Definition of Employer and Union

- a) The term "Employer" shall mean the Haven Family Connections Incorporated.
- b) The term "employee" or "all employees" shall mean those employees of the Haven Family Support program, represented by the Union pursuant to the October 1, 2019 Certification Order (LRB File No. 180-19) of the Labour Relations Board.
- c) The term "Union" shall mean SEIU-West.

#### 2.02 Plural, Singular, Feminine or Masculine Terms May Apply

Whenever the singular, plural, masculine or feminine is used in this Agreement it shall be considered as if the plural, singular, masculine or feminine has been used where the context of the party or parties hereto so require.

#### **ARTICLE 3 - MANAGEMENT RIGHTS**

#### 3.01 Management Rights

The Union acknowledges that it shall be the exclusive right of the Employer to manage the affairs of its business and to direct its working forces in all respects, unless otherwise provided within the context of this Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Agreement, including the rights to:

- 1) Direct the working force, create new classifications, and determine the number of employees, if any, needed from time to time in any work unit(s) or classification(s) and to determine whether or not a position will be continued or declared redundant;
  - 2) Determine hours of work for the operation;
  - 3) Determine the location of operations and the method of providing services;
  - 4) Hire, promote, transfer, lay-off, recall, demote, discipline, suspend or discharge for just cause;
  - 5) Make and alter, from time to time, rules and regulations to be observed by employees, which are not in conflict with any of the provisions of this Agreement;
  - 6) Maintain order, discipline and efficiency, and ensure adherence to agency policies.

The parties agree that the enumeration of management's rights as set out shall not exclude other functions not specifically stated. The Employer, therefore, retains all rights not otherwise specifically limited by this agreement.

#### **ARTICLE 4 - RECOGNITION**

#### 4.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the Certification Order issued by the Labour Relations Board of Saskatchewan dated October 1, 2019 and hereby agrees to negotiate with the Union in matters dealing with rates of pay and other working conditions of the employees.

#### 4.02 No Individual Agreements

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or Employer Representative, which may conflict with the terms of the Agreement.

#### 4.03 Responsibility of Employees

The Union recognizes the responsibility of its members to perform their respective duties for the Employer according to the regulations, methods and procedures established by the Employer and according to the terms of the collective agreement.

#### **ARTICLE 5 - UNION SECURITY AND CHECKOFF OF UNION DUES**

#### 5.01 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain his or her membership in the Union as a condition of his or her employment. Every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his or her employment, apply for and maintain membership in the Union as a condition of his or her employment provided that 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 employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

#### 5.02 Dues Check-off

The Employer shall deduct and pay within fifteen (15) calendar days following the completion of the last payroll period in the calendar month, out of the wages due to the employees, to the Local Union Office, the Union dues and initiation fees of the employees. The Employer shall furnish the names of the employees on whose behalf the deductions have been made, together with their employment status (i.e. full-time) the actual hours worked, their hourly rate(s), their gross earnings and the amount of dues and initiation fee (if applicable) deducted from each employee.

#### 5.03 Dues

- a) The Union shall notify the Employer, in writing, of the amount of dues to be deducted from the employee's wages not less than thirty (30) days before the date upon which the monies are payable pursuant to the provisions of Paragraph 5.02.
- b) An employee temporarily working in an out-of-scope position with the Employer shall have dues deducted from gross earning received. It is understood that such employee(s) shall be covered by the terms and conditions of the out-of-scope position. Notwithstanding the foregoing the employee shall have the right

to apply for in scope vacancies under the terms of this agreement, shall have access to the lay-off provisions of this agreement and shall have access to the grievance procedure of this agreement with respect to discipline or discharge or denial of access to any of the foregoing.

#### 5.04 Change of Name

It shall be the responsibility of the employee to notify the Employer of any change of name or place of residence. A copy of such notification shall be forwarded to the Union.

#### 5.05 Introduction to Shop Steward

The Employer shall make provisions that a new employee and the shop steward or local elected representative will have ten (10) minutes, during regular working hours, to allow for the shop steward or representative to provide pertinent Union information to each new employee.

#### **ARTICLE 6 - GRIEVANCES**

#### 6.01 Definition

A grievance shall be defined as any difference of opinion or dispute between the Employer and any employee(s) or the Union related to an alleged violation of the collective agreement. All grievances shall specify the specific clause in the collective agreement that has allegedly been violated. The Union or the Employer has the right to file a grievance.

#### 6.02 Union Representatives

The Union shall notify the Employer in writing of the selected Stewards and any changes in those named as Stewards.

#### 6.03 Informal Problem Solving

In keeping with the Union and the Employer's non-adversarial approach, an earnest effort shall be made by all parties to solve problems before they reach the formal grievance stage. Therefore, an employee who feels he has a justifiable complaint may discuss such matters with the immediate supervisor in an effort to resolve the problem.

#### 6.04 Permission to Leave Work

a) Any employee who has a grievance may leave his or her assigned duties temporarily without loss of pay, in order to discuss the grievance with the appropriate Union Representative. Prior to leaving his or her assigned duties, the employee must make arrangements with his or her immediate Supervisor for an appropriate time and location for such discussions.

b) The Employer agrees that a Shop Steward/Elected Union Representative of the Union may leave his or her assigned duties temporarily in order to discuss matters covered by the grievance provisions or relating to the grievance provisions with the employee and that such Shop Steward/Elected Union Representative shall not suffer any loss in pay for the time so spent. However, the Shop Steward/Elected Union Representative must make prior arrangements with his or her immediate Supervisor to be absent from his or her assigned duties and for an appropriate time and location for such discussions.

#### 6.05 Grievance Procedure

#### (a) Step One

It is the desire of the parties hereto that differences or disputes be resolved as quickly as possible. A shop steward may refer any alleged grievances in writing to the Program Director within fourteen (14) calendar days of the cause for complaint. The Program Director shall meet with the Shop Steward in order to attempt to resolve the issue. The aggrieved employee may accompany the shop steward. In the event that the issue is not resolved the Program Director shall give a written decision within fourteen (14) business days.

#### (b) Step Two

If the decision of the Program Director is not satisfactory, a formal grievance may be submitted in writing by the SEIU-West Union Representative and forwarded to the Executive Director within fourteen (14) calendar days of the decision of the Program Director. The Executive Director, or designate, shall discuss the grievance with the Union within fourteen (14) calendar days of receipt of the grievance and shall render a written decision within fourteen (14) calendar days of the discussions.

#### (c) Referral to Arbitration

Failing satisfactory settlement of the grievance at step two, the matter may be referred, by either party, to arbitration in accordance with Article 7 within 14 days of receipt of the written response.

#### 6.06 Time Limits

Failure on the part of the party replying to the grievance to respond within the prescribed time limits shall give the party initiating the grievance a right to proceed to the next step. If the grievance is not taken to the next step within the prescribed time limits, the grievance shall be deemed to have been settled, unless the time limits are extended by mutual consent.

#### **ARTICLE 7 - ARBITRATION**

#### 7.01 Board of Arbitration

Where a grievance is referred to arbitration, the parties shall first attempt to agree to a single Arbitrator. In the event that the parties are unable to agree to a single Arbitrator, a Board of Arbitration or Single Arbitrator shall be established in accordance with the relevant provisions of *The Saskatchewan Employment Act* presently in force in the Province of Saskatchewan.

#### 7.02 Decision

The decision of the Arbitrator or Arbitration Board, as the case may be, shall be final and binding on the parties.

#### 7.03 Cost of Arbitration

Each party to the dispute shall bear half the cost of the Arbitrator or Board Chair and each party shall bear the cost of their respective nominees to a Board of Arbitration (if applicable).

#### **ARTICLE 8 - SENIORITY**

#### 8.01 Definition of Seniority

Seniority shall be defined as the length of service for each current and future employee based on the most recent date of hire.

#### 8.02 Accrual of Seniority

For all employees, seniority shall continue to accrue:

- a) for all paid hours (exclusive of overtime);
- b) for all paid leaves;
- c) during periods of sick leave as specified by Article 16.04;
- d) during periods of approved Parental leaves;
- e) while receiving Workers' Compensation benefits.

#### 8.03 Loss of Seniority

An employee shall lose seniority in the event the employee:

- a) Is discharged for just cause and is not reinstated;
- b) Voluntarily terminates his or her employment with the Employer;
- c) Fails to return to work immediately following the termination of a leave of absence or within ten (10) days of notification by the Employer to return to work following a lay-off, unless, in either case, the employee can show justifiable reasons to the Employer for failure to report to work;
- d) Is laid off for a period longer then twelve (12) months;
- e) Elects to resign as a result of lay-off.

#### 8.04 Seniority List

The Employer shall maintain a seniority list showing the date upon which such employee's service last commenced, and shall include seniority as calculated in Clause 8.01. An up-to-date seniority list shall be posted annually by March 1st with a copy sent to the Local Union Office.

#### **ARTICLE 9 - PROBATION PERIOD**

#### 9.01 Probation Period for New Employees

Newly hired employees shall be on probation for a period of five hundred and twenty (520) hours worked or six (6) months, whichever comes first. A new employee shall not accumulate seniority nor acquire seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the employee entered the service of the Employer.

During the probationary period, employees shall be entitled to all rights and provisions of this Agreement, except with respect to coverage under the provisions of the Employer's benefit programs or grieving a discharge for reasons of general unsuitability. The Union shall be notified, in writing, of the discharge of a probationary employee at the time of the discharge.

#### **ARTICLE 10 - VACANCIES & NEW POSITIONS**

#### 10.01 Job Posting

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of one (1) week.

#### 10.02 Information in Posting

Such notice shall contain the following information:

- a) Status of position
- b) Required skills, education, experience, and qualifications required for the position
- c) Summary of required duties
- d) Rate of pay
- e) Closing date of the posting

#### 10.03 Requirements for Appointment

Vacancies and new positions within the scope of this Agreement shall be filled by the candidate possessing the required qualifications, experience, skills, fitness and abilities, that are required for the respective positions. Where more than one candidate possesses the required qualifications, experience, skills, fitness and abilities, the senior applicant will be awarded the position.

#### 10.04 New Classifications and Job Descriptions

#### a) New Classification

Should the Employer implement a new classification the parties shall meet to negotiate a wage rate.

#### b) Job Descriptions

Current Job descriptions shall be provided to employees upon request and at the commencement of employment.

#### **ARTICLE 11 – LAY-OFFS**

#### 11.01 Layoffs

A lay-off shall be defined as a reduction in staff. In the event of job abolition or lay-off, employees shall be laid off in reverse order of seniority within their own job classification. When reducing staff or recalling laid off employees, seniority shall prevail providing the senior employee to be retained or recalled has the qualifications, experience, knowledge, skills and ability, as evaluated by the Employer, to handle the work to be performed.

#### 11.02 Lay-off Notice

Notice of lay-off shall be in accordance with the provisions of the *Saskatchewan Employment Act*. If the employee laid off has not had the opportunity to work the notice period, the employee shall be paid in lieu of work for that period of the notice period for which work was not made available, provided, however, that in this notice period, if regular duties are unavailable, the Employer may assign duties other than those normally connected with the classification in question. Employees being recalled from

lay-off shall be notified by registered mail to the last known address of the employee concerned. It shall be the responsibility of the laid off employee to keep the Employer advised of their current address.

#### **ARTICLE 12 - HOURS OF WORK**

#### 12.01 Regular Hours of Work

Regular full-time hours shall not exceed forty (40) hours per calendar week but not less than thirty (30) hours per calendar week. The maximum daily hours shall not exceed ten (10) hours per day. Daily hours of work may include variable start and/or finish times determined at the discretion of the employee and upon efficiently serving the needs of the Employer's clients, provided the proposed schedule of hours has been submitted to, and approved by, the Program Director.

#### 12.02 Overtime

Overtime is not permitted except under extenuating circumstances and only with prior approval from management. Where required, and with prior approval of the Employer or at the direction of the Employer, all hours worked in excess of maximum hours as identified in Article 12.01 shall be considered overtime and shall be paid at the rate of time and one half.

#### 12.03 Time off in Lieu

By mutual agreement between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.

#### 12.04 Rest Periods

Employees shall receive one (1) fifteen (15) minute paid rest period within each four (4) hours worked. Every effort will be made to grant such rest periods as close as reasonably possible to the mid-point of each shift.

#### 12.05 Meal Breaks

An unpaid break of thirty (30) minutes can be taken during every five (5) consecutive hours of work.

#### 12.06 Minimum Report Pay

Any employee reporting for scheduled and approved work shall be paid no less than three (3) hours at their regular rate of pay.

#### 12.07 Hours Worked

For the purposes of calculating hours worked under the terms of this agreement all regular hours worked or paid shall be included.

#### 12.08 Hours of Rest

No employee shall be scheduled to work such that they have less than eight (8) hours rest in a day.

#### **ARTICLE 13 - STATUTORY HOLIDAYS**

#### 13.01 Statutory Holidays

a) For the purpose of this Agreement, the following shall be considered Statutory Holidays:

New Year's Day Labour Day

Family Day Truth and Reconciliation Day

Good Friday Thanksgiving Day Victoria Day Remembrance Day

Canada Day Christmas Day Saskatchewan Day Boxing Day

Floating Day

And all other federally, provincially and proclaimed holidays. Employees who are on an unpaid leave shall not be entitled to receive compensation for Statutory Holidays unless required by Labour Standards provisions.

b) Floating Holiday

The floating holiday will be determined each year by matching the floating holiday observed by the Ministry of Social Services. The floating holiday will be a date that is observed the same as any other statutory holiday.

#### 13.02 Statutory Holiday Pay

Employees will be paid statutory holiday pay in accordance with the *Saskatchewan Employment Act*.

Where a Statutory Holiday falls on an employee's regular or scheduled day(s) off, or during the employee's annual vacation period, such employee shall receive an additional day or days off with pay in lieu thereof, as determined by the Employer.

#### **ARTICLE 14 - LEAVES OF ABSENCE**

#### 14.01 Leave Without Pay

If the regular operation of the workplace will permit, subject to staff availability, the Employer shall grant a leave of absence without pay to an employee. Employees must provide written requests for such leave at least seven (7) calendar days in advance of the leave requested. Leave requests made with less than seven (7) days' notice shall be given reasonable consideration. Any leave of absence provided under this clause shall not exceed six (6) calendar months.

#### 14.02 Leave for Union Business

Whenever possible, employees designated by the Union may be granted a leave of absence without pay to attend to Union business. The Union shall provide its written request to the Employer a minimum of seven (7) calendar days in advance of the proposed start of such leave identifying the designated employee and the estimated duration of such leave.

When an employee is granted Leave for Union Business the Employer will continue the employees' regular pay and benefits and shall invoice the Union for reimbursement accordingly.

Such pay and reimbursement can include the following:

- Actual lost wages;
- ii) Employer's share of Canada Pension contributions;
- iii) Employer's share of Employment insurance premiums;
- iv) Employer's share of Co-operators pension contributions;
- v) Employer's share of Group Insurance premiums;
- vi) Employer's share of Disability Income contributions;
- vii) Workers' compensation premiums; and
- viii) Extended Health and Enhanced Dental premiums.

#### 14.03 Bereavement Leave

An employee may be granted leave of absence of up to four (4) days based on their previously scheduled shifts, with pay, upon the death of a member of his or her immediate family. Members of the immediate family shall include spouse, common-law spouse, parent, grandparent, child, grandchild, brother or sister, of the employee or the employee's spouse.

#### 14.04 Jury Duty

When an employee is subpoenaed for jury duty or as a court witness such employee shall not suffer any loss of regular pay as a result of being at the disposal of the court.

#### 14.05 Benefit Coverage While on Leaves

a) Benefits under Core Dental, Extended Health, Group Life and Enhanced Dental shall be provided for an employee on an unpaid leave of absence for a period of up to twenty-four (24) months, provided the employee pays one hundred per cent (100%) of the premiums. b) The eligibility to join such plans remains subject to the eligibility requirements of each plan as set out in the plan documents.

#### 14.06 Maternity Leave

- a) Employees shall have access to unpaid maternity leave for a period not to exceed eighteen (18) months. If an employee's request for maternity leave was for less than eighteen (18) months the employee shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) months.
- b) Such leave shall be granted with assurance that the employee will resume employment in the same position or in a comparable position and at the same rate of pay. In the event that an employee on maternity leave is affected by lay off the employee shall be provided access to the lay of provisions of this agreement.
- c) An employee shall not be granted sick leave during the actual term of maternity leave but may be granted sick leave prior to or following maternity leave for any medically substantiated health-related absence related to the pregnancy.

#### 14.07 Adoption Leave and Parental Leave

Adoption and Parent Leave shall be granted according to the terms of the *Saskatchewan Employment Act.* 

#### 14.08 Compassionate Care Leave

Compassionate Care Leave shall be granted in such a way as to facilitate access to the Employment Insurance Compassionate Care benefit.

#### **ARTICLE 15 - ANNUAL VACATION**

#### 15.01 Definition of Vacation

"Vacation" means annual vacation with pay.

#### 15.02 Definition of Vacation Year

"Vacation Year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following calendar year.

#### 15.03 Vacation Amount

a) Full-time employees earn vacation credits to be used to take time off with pay

during the fiscal year as follows:

- i) After one (1) year of completed service, an employee shall be entitled to three (3) weeks' vacation with pay (5.77%).
- ii) After five (5) years of completed service, an employee shall be entitled to three and a half (3.5) weeks' vacation with pay (6.73%).
- iii) After ten (10) years of service, an employee shall be entitled to four (4) weeks' vacation with pay (7.69%).
- iv) After fifteen (15) years of service, an employee shall be entitled to four and a half (4.5) weeks' vacation with pay (8.65%).
- b) Employees currently receiving vacation credits greater than the provisions specified in subsection (i) above will have their vacation amounts frozen at their current respective level.
- c) Annual vacation requests must be submitted in writing to the Program Director by March 1st of each year. The Employer will post a confirmed vacation schedule by April 1st of the same year. All vacation requests shall be determined on the basis of seniority. Once posted these dates cannot be changed except by mutual agreement between the employee and the Employer except in extenuating circumstances.
- c) All vacation requests not submitted by April 1st shall be on a first come first serve basis. Employees must submit these vacation requests at least one (1) month in advance of the date of the vacation requested.

#### 15.04 Access to Vacation

Employees shall have access to vacation credits as earned. After two (2) years of employment, up to sixteen (16) hours of vacation pay may be taken in advance if requested with approval from the Executive Director. On termination of employment, unearned vacation time taken in advance will be charged to the employee.

#### 15.05 Carry over of Vacation

Upon approval, employees may carry over a maximum of forty (40) hours of accrued vacation time each fiscal year (April 1 – March 31) to the following year. Any unused vacation time beyond forty (40) hours at the end of the fiscal year will be paid out.

#### **ARTICLE 16 - SICK LEAVE**

#### 16.01 Definition of Sick Leave

Sick Leave means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident not covered by Workers' Compensation. In these situations, the employee needs to communicate directly with the Program Director

to request time off.

#### 16.02 Notice of Illness

Every employee who may be absent from duty on account of sickness or injury shall notify the immediate Supervisor as soon as possible prior to the commencement of the scheduled shift, indicating the nature and expected duration of such illness. No employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been unavoidable. Employees will report to their Supervisor or designate upon resuming duties.

#### 16.03 Accumulation of Sick Leave

Employees working forty (40) hours per week shall earn sick leave credits at the rate of twelve (12) hours per month to a maximum of accumulation of one hundred and forty-four (144) hours per year. Sick leave for employees regularly working less than forty (40) per week will be prorated. Sick leave credits for all employees shall accumulate to a maximum of two hundred and fifty-six (256) hours.

#### 16.04 Deductions from Sick Leave Credits

A deduction shall be made from accumulated sick leave credits for all normal working hours (inclusive of Statutory Holidays) to a maximum of seven (7) consecutive calendar days on any incident of illness.

#### 16.05 Verification of Illness

Medical verification may be requested from employees requesting sick leave. Where such is required, the employee shall be notified during the illness that such verification is required upon the employee's return to work. The Employer shall pay any costs associated with obtaining verification of illness.

#### **ARTICLE 17 - BENEFIT PLANS AND PENSION**

#### 17.01 Benefits

The current practice of sharing the costs of the premiums of Employee Benefits shall continue. The Employer shall pay seventy (70%) per cent and the employee shall pay thirty (30%) per cent of the cost of the premiums of Weekly Indemnity, Long-Term Disability, Group Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Care and Dental Insurance.

Benefits and coverage shall be provided in accordance with the terms and conditions of the respective plans.

#### 17.02 Pension Plan

A Pension Plan with terms, conditions and benefits administered by the Saskatchewan Centre of Rehab Centres shall be provided whereby the Employer and each eligible employee shall make monthly contributions in accordance with the terms of the plan.

Employees who are eligible for pension will contribute 4% of their monthly salary. The Employer will match this 4% each month in accordance with the policies of the SARC pension plan.

#### 17.03 Vaccinations

If an employee so wishes, the Employer will provide Influenza and Hepatitis vaccines, and pay for any cost associated with same.

#### **ARTICLE 18 - PAYMENT OF WAGES**

#### 18.01 Wages

The salary scale applicable to employees shall be as set out in Schedule A. Upon ratification of the collective agreement, each employee will have the wage rate assigned in Schedule A that is immediately adjacent to the rate the employee is currently being paid in the current rate column (i.e., an employee currently paid \$19.30 would move to \$19.69) and will continue to receive future wage increments as per Article 19.01 as if the employee had the years of experience applicable to that initial assigned rate.

#### 18.02 Payment of Wages

Employees shall be paid semi-monthly. Pay dates are set and posted a minimum of six (6) months in advance.

#### 18.03 Deductions

Current deductions shall be made as required by Federal and Provincial legislation and no other deductions may be made without written consent of the employee concerned, except as otherwise provided for in this Agreement.

#### **ARTICLE 19 – INCREMENTS**

19.01 Employees shall be eligible for increments based on their accrued seniority. Increments are based on the requirements as identified in the wage schedule steps. However, the Employer reserves the right to recognize previous related experience for new employees.

#### **ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**

20.01 Occupational Health and Safety Committee

The Employer agrees to maintain an occupational health and safety committee as required by the *Saskatchewan Employment Act*.

20.02 Reporting of Safety Concerns

An employee who has a safety concern shall report such concern to their immediate supervisor who shall take action to investigate and resolve the concern in as prompt a manner as possible. All such reports and Employer actions shall be reported to the Occupational Health Committee.

#### **ARTICLE 21 - NOTICE BOARD**

21.01 The Employer shall provide a bulletin board which shall be placed so that 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 22 – NO STRIKES OR LOCKOUTS**

22.01 The Union agrees that, during the life of this Agreement, there will be no strike, slowdown, stoppage of work, study sessions, or any withdrawal of normally-provided services, and the Employer agrees that , during the life of this Agreement, there shall be no lockouts.

#### **ARTICLE 23 – JOINT UNION-MANAGEMENT COMMITTEE**

23.01 Joint Union-Management Committee

A joint Union management committee shall be established to discuss matters of mutual interest or concern as may arise from time to time in the organization.

#### 23.02 Composition

The committee shall comprise of equal representation up to two (2) representatives appointed by the Employer and up to two (2) employee representatives appointed from the bargaining unit.

#### 23.03 Meetings

(a) The Parties shall meet when mutually agreed, however, the meetings shall normally take place no less often than once every six (6) months.

(b) Employees will attend meetings without loss of pay.

#### **ARTICLE 24 - NON-DISCRIMINATION**

#### 24.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, disability (subject to bona fide occupational requirements), political or religious affiliation, sex, sexual orientation, marital status, family status, place of residence, nor by reason of membership or activity in the Union.

#### **ARTICLE 25 – DISCIPLINE**

#### 25.01 Disciplinary Meetings

When the Employer intends to meet with an employee for formal disciplinary purposes (other than verbal reprimands), the employee shall be notified in writing or by email in advance, the purpose of the meeting, and informed of the right to have an appropriate Union Representative present at the meeting.

#### 25.02 Progressive Discipline

The parties to this Agreement recognize the principles of progressive discipline:

Stage 1 - verbal reprimand

Stage 2 - written reprimand

Stage 3 - suspension

Stage 4 – dismissal

However, it is understood that the normal progression may be altered by the severity of the offence.

#### 25.03 Disciplinary Documents

A copy of a disciplinary document, that is placed on an employee's file, shall be provided to the affected employee and to the Union.

#### **ARTICLE 26 – HARASSMENT**

The Union and the Employer have a shared interest in preventing harassment in the workplace, promoting a safe abuse-free working environment, and upholding the

philosophy of zero tolerance with respect to harassment in the workplace. The Employer shall have in place a harassment policy.

#### **ARTICLE 27 – WORKERS' COMPENSATION**

- 27.01 When an employee is absent as a result of accident or illness in connection with the performance of his/her duties or incurs an industrial illness during working hours, and the accident/illness is compensable under the provisions of "The Worker's Compensation Act", the Employer shall pay to the employee an amount equivalent to his/her total gross earning, inclusive of the Worker's Compensation Board payments, less an amount equal to his/her normal deductions for a period not to exceed three (3) months. In no event will the amount paid to the employee be less than the amount the Employer receives from the Workers' Compensation Board.
- 27.02 The Workers' Compensation cheque will be made payable to the Employer for the three (3) months provided in 27.01.
- 27.03 The Employer shall continue to pay the Employer's premiums or their portion thereof, as the case may be, for Extended Health Care, Dental Insurance, Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity and Long-Term Disability, while an employee is absent and in receipt of Workers' Compensation Benefits, for the first three (3) months of such absence.

#### **ARTICLE 28 – EMPLOYEE PERFORMANCE APPRAISALS**

- 28.01 The Employer and the Union recognize the difference between discipline and constructive performance coaching or evaluations. Nothing in the collective agreement is intended to restrict the Employer's right to counsel and coach employees or to evaluate their work performance.
- 28.02 When an appraisal of an employee's performance is conducted, the employee shall be provided a written copy of the review and a copy shall be placed in the employee's file.

#### **ARTICLE 29 - DURATION OF AGREEMENT**

- 25.01 This agreement shall be in effect from **October 1, 2021 to September 30, 2024** and shall continue from year to year thereafter, unless either party gives written notice to the other party that it desires to negotiate revisions to the Agreement.
- 25.02 Either party to this Collective Agreement desiring to propose changes to this Agreement may, no more than 120 days and no less than 60 days prior to the expiry date of the Agreement, give such notice in writing to the other party. of their intent to negotiate revisions. The parties shall engage in collective bargaining upon receipt of the notice.

#### Schedule A

# Support Worker **WAGE RATES**

# Haven Family Connections (Support Program) (Hourly Rates)

Wage					
Increases		2%	1%	1%	1%
	<u>Current</u>	1-Oct-21	1-Apr-22	1-Apr-23	1-Apr-24
start	18.30	18.67	18.85	19.04	19.23
after 1 yr	18.80	19.18	19.37	19.56	19.76
after 2 yrs	19.30	19.69	19.88	20.08	20.28
after 3 yrs	19.80	20.20	20.40	20.60	20.81
after 4 yrs	20.30	20.71	20.91	21.12	21.33
after 5 yrs	20.80	21.22	21.43	21.64	21.86
after 6 yrs	21.30	21.73	21.94	22.16	22.38
after 7 yrs	21.80	22.24	22.46	22.68	22.91
after 8 yrs	22.30	22.75	22.97	23.20	23.44
after 9 yrs	22.80	23.26	23.49	23.72	23.96

All provisions of the new collective agreement shall be effective on the date of ratification of the new agreement by the parties with the exception of Schedule A.

Executed this $13$ day of $3$	NE , 202 22
ON BEHALF OF:	
Haven Family Connections	Service Employees International Union (SEIU – West)
Dog Bac	MACLE
Alex July Stull	
00	an Will
	moncette

#### **Union contacts:**

	Name	Phone	Email
Unit Chairperson			
Unit Vice- Chairperson			
Workplace Communicator			
Shop Stewards			
Union Representative:			

The Member Resource Centre (MRC) is normally staffed from 9 am to 5 pm Monday to Friday. You can reach an MRC Officer by phone (1-888-999-7348 and press 1) or you can use the 'Contact Us' form on the website: <a href="www.seiuwest.ca">www.seiuwest.ca</a>.

#### Calendar for Year 2021 (Canada)

		Ja	nua	ry					Fe	brua	ary					N	larc	h						Apri	I		
Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa
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2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
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## Calendar for Year 2022 (Canada)

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## Calendar for Year 2023 (Canada)

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# Calendar for Year 2024 (Canada)

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# Calendar for Year 2025 (Canada)

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SEIU-West represents working people across Saskatchewan who work in Health Care, Education, Municipalities, Community Based-Organizations and Private Sector industries. We work to improve the lives of working people and their families and lead the way to a more just and humane society.



The gains and protections contained in this document are the result of you and your co-workers coming together to negotiate a Collective Agreement with your Employer. If you know of someone who needs this kind of agreement and Union protections in their workplace, please contact the SEIU-West Organizing Department today at 1-888-999-SEIU (7348).