



COLLECTIVE AGREEMENT

BETWEEN

YWCA SASKATOON

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION WEST
(SEIU-WEST)**

FOR THE PERIOD OF

July 1, 2021 to June 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) press 1
(or enter ext. 2298)**

Emailing:

MRCinfo@seiuwest.ca

Or clicking 'Contact' on:

SEIUWEST.ca

Table of Contents

PREAMBLE	1
ARTICLE 1 - TERM OF AGREEMENT	1
1.01 Duration and Open Period	1
1.02 Strikes and Lockouts	1
ARTICLE 2 - CLARIFICATION OF TERMS AND DEFINITIONS.....	1
2.01 Clarification.....	1
ARTICLE 3 - UNION SECURITY AND RECOGNITION.....	3
3.01 Scope of Agreement.....	3
3.02 Bargaining Unit	4
3.03 Individual Agreements.....	4
3.04 No Discrimination	4
3.05 Union Membership	4
3.06 Check-off of Union Dues.....	4
3.07 Interviewing Opportunity	5
3.08 Union/Management Meetings	5
ARTICLE 4 - MANAGEMENT RIGHTS.....	5
4.01	5
4.02	5
ARTICLE 5 – PROBATIONARY PERIOD FOR NEW EMPLOYEES.....	5
ARTICLE 6 – SENIORITY	6
6.01 Seniority List.....	6
6.02 Accumulation of Seniority	6
6.03 Loss of Seniority.....	7
ARTICLE 7 – LAY-OFFS AND RECALLS.....	7
7.01 Lay-offs	7
7.02 Lay-off Notice	7
7.03 Recalls.....	8
7.04 Notification to the Union.....	8
7.05	8
ARTICLE 8 – VACANCIES, NEW POSITIONS AND PROMOTIONS.....	8
8.01 Job Posting	8
8.02 Information in Posting	8
8.03 Temporary Vacancies	9
8.04 Relief Assignment	9
8.05 Salary Adjustment Upon Promotion.....	9
8.06 Training Opportunities That Do Not Require Posting.....	9
8.07 Filling of Vacancies.....	9
8.08 Trial Period on Promotions or Transfers.....	11
8.09 Employee Performance Review	11
8.10 Duty to Accommodate.....	11

8.11	Employee Status While in Receipt of Income Replacement	12
Article 9	– HOURS OF WORK SCHEDULES AND OVERTIME.....	13
9.01	Regular Hours of Work and Overtime	13
9.02	Work Schedule.....	13
9.03	Overtime	14
9.04	Call Back Guarantee	14
9.05	Reporting Pay Guarantee.....	14
9.06	Rest and Meal Periods	15
9.07	Scheduling and Call-In Systems	15
9.08	Shift and Weekend Premiums	17
ARTICLE 10	- STATUTORY HOLIDAYS.....	18
10.01	.....	18
10.02	.....	18
10.03	.....	19
10.04	.....	19
10.05	Statutory Holiday Compensation	19
Statutory Holiday.	.....	19
11.01	Vacation Credits (SEE SCHEDULE - APPENDIX II)	19
11.02	.....	19
11.04	.....	20
11.05	.....	20
11.06	.....	20
ARTICLE 12	- LEAVE OF ABSENCE	20
12.01	General Leave of Absence	20
12.02	Union Leave.....	21
12.03	Leave of Absence for Union Functions	21
12.04	Leave of Absence for Union Position.....	21
12.05	Bereavement Leave.....	22
12.06	Jury or Witness Duty	22
12.07	Medical Appointment Leave	22
12.08	Maternity Leave.....	23
12.09	Adoption Leave.....	24
12.10	Parental Leave.....	24
12.11	Education Leave.....	24
12.13	Compassionate Care Leave	24
12.14	Pressing Necessity Leave	25
ARTICLE 13	- EMPLOYEE BENEFITS.....	25
13.01	Benefit Plans.....	25
13.02	Salary Continuation Provision.....	26
13.03	Cost of Benefit Plans.....	26
ARTICLE 14	- SICK LEAVE.....	27
14.01	Sick Leave	27
14.02	Wellness Days	27
14.03	Medical Certificate.....	27

ARTICLE 15- WAGE RATES AND JOB CLASSIFICATIONS	28
15.01	28
15.02	28
15.03 Recognition of Education and Previous Experience	28
Article 16 - GRIEVANCE AND ARBITRATION PROCEDURE.....	28
16.01	28
16.03 Permission to Leave Work	28
16.02	28
16.03 Permission to Leave Work.....	28
16.04 Informal Discussion.....	28
16.05	29
16.06 Termination and Suspension Grievances.....	29
16.07 Employer Grievances and Policy Grievances.....	30
16.08 Procedural Orderliness.....	30
16.09 Special Measures	30
16.10 Investigation.....	30
16.11 Arbitration	30
16.12 Cost of Arbitration.....	31
16.13	31
ARTICLE 17 - GENERAL PROVISIONS.....	31
17.01 Notice Boards.....	31
17.02 Transportation Allowance.....	31
17.03 Footwear and Uniforms	31
17.04 Contracting Out	32
17.05 Training.....	32
17.06 Occupational Health and Safety Committee	32
17.07 Pay for Joint Committee	33
17.08 Harassment	34
17.09 Time Lost Due to Quarantine or Exposure.....	35
17.10 Policy Regarding Violence in the Workplace.....	35
17.11 Needle Safety.....	36
17.12 Whistleblower Protection.....	36
17.13 Employee Personnel Files.....	36
17.17 Payment of Wages.....	37
ARTICLE 18 - PROGRESSIVE DISCIPLINE.....	37
18.01 Employee Rights	37
18.02 Disciplinary Progression	37
ARTICLE 19 – TECHNOLOGICAL OR ORGANIZATIONAL CHANGE	38
19.01 Technological Change	38
19.02 Organizational Change	38
19.03 Negotiation	38
APPENDIX 1 - Schedule A: wages.....	40
APPENDIX II - UNION VACATION CREDITS.	42
LETTER OF UNDERSTANDING RE: Wage Re-opener.....	43

LETTER OF UNDERSTANDING Re: Parking	44
LETTER OF UNDERSTANDING RE; recruitment/Retrention	46
SIGNING PAGE	48

PREAMBLE

This Agreement acknowledges the desire of both parties to work together in an environment based on co-operation, consultation, mutual respect, and shared beliefs and principles. It is the desire of both parties to this Agreement to maintain and improve relations between the Employer and members of the Union and to recognize the mutual value of joint discussions and negotiations in respect of matters pertaining to working conditions, employment, hours of work and wages.

Therefore, the parties agree to the following terms and conditions of employment:

ARTICLE 1 - TERM OF AGREEMENT

1.01 Duration and Open Period

- a) This Agreement shall remain in force for a period of thirty-six (36) months from July 1, 2021 to June 30, 2024, inclusive and from year to year thereafter, but either party may, not less than sixty (60) days, nor more than one hundred and twenty (120) days, prior to the expiration date hereof give written notice to the other party or to negotiate a revision thereof. If such notice is given by either party and no agreement is reached, all provisions of this Agreement shall continue to be observed by both parties until a new Agreement is reached.

- b) Re-opener

The parties agree that they will meet once each year of this Collective Agreement to negotiate wages and benefits except if it is a year that the Collective Agreement expires. During the year that the Collective Agreement expires the parties will meet at the bargaining table to negotiate wages and benefits.

1.02 Strikes and Lockouts

During the term of this Agreement there shall be no strikes, slowdowns or stoppage of work on the part of the Union nor any lockouts on the part of the Employer.

ARTICLE 2 - CLARIFICATION OF TERMS AND DEFINITIONS

2.01 Clarification

The provisions of this Agreement shall be read with all genders, grammatical, singular and plural changes as required by the circumstances.

2.02 Definitions

a) Full-Time Employees

A full-time employee is an employee who is regularly scheduled to work at least seventy-five (75) hours bi-weekly, **one thousand nine hundred and fifty (1950) hours per year.**

b) Part-Time Employees

A part-time employee is an employee who is regularly scheduled and who works less than seventy-five (75) hours in a bi-weekly period, **one thousand nine hundred and fifty hours (1950) per year.**

c) Casual Employees

An employee who does not have a repeating, regular schedule or guaranteed hours in a bi-weekly period.

d) Permanent Employee

A permanent employee is an employee hired into a regularly scheduled position that has no end date and who has completed their probationary period.

e) Temporary Employees

A temporary employee shall be an employee hired from outside the bargaining unit who is employed for a predetermined period of time not to exceed two (2) years and one hundred and nineteen (119) days. The time limit may be extended by agreement between the Employer and the Union. A temporary employee shall accrue seniority and be entitled to all rights and benefits of the Collective Agreement. Employees who have completed their term may request to be placed on the casual list for which they are qualified.

f) Bi-weekly

Bi-weekly shall be defined as the bi-weekly pay period.

g) Seniority

Seniority is defined as the length of continuous service with the Employer calculated in accordance with Article 6.02.

h) Childcare Workers

ECE I "Early Childhood Educator I" means a person who has successfully completed:

- 1) A 120-hour introductory course in early Childhood education from a university, technical institute, regional college or similar post-secondary educational facility; and Level I certification from the Government of Saskatchewan;
- 2) Education or training that, in the opinion of the **Ministry of Education, Early Years and Childcare Division** is equivalent to the course described in subclause 1);

ECE II "Early Childhood Educator II" means a person who:

- 1) Has obtained a one-year certificate in early childhood education from a university, technical institute, regional college or similar post-secondary educational facility; and level II certification from the Government of Saskatchewan;
- 2) Has successfully completed education or training that, in the opinion of the, **Ministry of Education, Early Years and Childcare Division**, is equivalent to the certificate mentioned in subclause

ECE III "Early Childhood Educator III" means a person who:

- 1) Has obtained a two-year diploma in early childhood education from a university, technical institute, regional college or similar post-secondary educational facility; and level III certification from the Government of Saskatchewan;
- 2) Has successfully completed education or training that, in the opinion of the, **Ministry of Education, Early Years and Childcare Division** is equivalent to the certificate mentioned in subclause .

ARTICLE 3 - UNION SECURITY AND RECOGNITION

3.01 Scope of Agreement

This Agreement shall cover all employees of YWCA of Saskatoon Inc. in the City of Saskatoon, Saskatchewan, except the CEO, Director of Operations, Director of Programs, Director of Development and Communications, Office Administrator, Payroll Accountant, Development Assistant, Manager Crisis Shelter & Residence, Manager Fitness on 25th, Manager Child Development Centre, Manager Employment & Learning, Assistant Manager, Crisis Shelter & Residence, Building Operator, Customer Service Coordinator,

Business Development Coordinator, Lead Trainer, Seasonal Fitness Instructors or Consultants, Life Guards and any person having and regularly exercising authority to employ, or discharge employees or regularly acting on behalf of Management in a confidential capacity.

3.02 Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent for the employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated representatives in respect to wages, terms and conditions of employment.

Persons whose jobs are not in the bargaining unit will not work on any jobs that are included in the bargaining unit except in the case of emergency, instruction, or experimentation.

3.03 Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this Agreement.

3.04 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, disability (subject to bona fide occupational requirements), political or religious affiliation, sex, **gender identity**, sexual orientation, marital status, family status, place of residence, nor by reason of membership or activity in the Union.

3.05 Union Membership

The Employer agrees to have new employees covered by this Agreement sign Application for Membership and Dues Authorization cards, which shall be provided by the Union, upon commencement of employment. Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

3.06 Check-off of Union Dues

The Employer shall deduct from the wages of each employee initiation fees and monthly Union dues and assessments as may be directed by the Secretary-Treasurer of the Union. Such deductions shall be remitted within seven (7) days following the month-end to the

Secretary-Treasurer of the Union, together with a separate statement showing the name of each employee on behalf of whom such deductions have been made and the amount deducted from her wages clearly identifying the nature of the deductions whether initiation fees or dues, and the names of employees within the scope of the Agreement who were hired, laid off or terminated since the last statement. When Union dues are changed, the Secretary-Treasurer of the Union shall notify the Employer of the same in writing two (2) weeks prior to the month of change.

3.07 Interviewing Opportunity

The Employer agrees to provide the Union with notification of new employees and an opportunity for a Shop Steward to interview each new employee within regular working hours, without loss of pay for a maximum of thirty (30) minutes, prior to the expiration of the new employee's first month of employment. The intent of this interview is to provide the new employee with a copy of the Collective Agreement and to advise the new employee of the benefits and duties of Union Membership.

3.08 Union/Management Meetings

The parties agree to establish a Union/Management Committee. The Committee shall meet every **two (2)** months or **as agreed by the parties** to discuss matters of concern. The meetings may be cancelled by mutual consent. The committee will be jointly chaired with both Union and Management appointing a co-chair. **The parties are committed to establishing a positive working relationship and to collectively solving problems throughout the term of the collective agreement.** There shall be an exchange of appropriate information on funding or grants which affect the members of this Union to facilitate full and informed discussion on such matters.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of YWCA Saskatoon Inc. and the direction and deployment of the work force, including the right to plan, direct, control, discipline, schedule, promote and demote and lay-off employees, are to be the sole right and function of the Employer. The Employer retains all rights not otherwise specifically covered by this Agreement.
- 4.02 The Union recognizes the responsibilities of its members to perform faithfully and diligently their respective duties for the Employer and to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer.

ARTICLE 5 – PROBATIONARY PERIOD FOR NEW EMPLOYEES

- 5.01 Any new employee will be on a probationary basis for the first five hundred and twenty (520) hours worked or six (6) calendar months, whichever comes first. At the beginning of the probationary period the new employee shall be provided with adequate orientation and

expectations. The Employer may extend the probationary period by a further three hundred and twenty (320) hours worked or three (3) calendar months, whichever comes first. **The Union must be advised in advance of any extension of a probationary period.** When such an extension is made the employee will receive a formal assessment identifying the needed areas of improvement. **Probationary employees shall be entitled to all rights and privileges of the Collective Agreement except with respect to discharge only for reasons of general unsuitability.**

ARTICLE 6 – SENIORITY

6.01 Seniority List

The Employer agrees to post an up-to-date seniority list in each department thirty (30) days after the end of each quarter. Unless the pay-period end date happens to correspond with the quarterly report date, the list will be calculated to the nearest pay-period end date immediately after the quarter end. A copy thereof shall be sent to the Union.

In the event of two (2) employees entering the service of the Employer on the same day their names shall be placed on the list in alphabetical order. Seniority lists shall be open for correction for thirty (30) days after the date of posting.

Employees shall be provided an up to date statement of current seniority hours upon request.

6.02 Accumulation of Seniority

Seniority shall be accumulated in hours. An employee shall earn seniority for:

- a) All actual hours worked excluding overtime;
- b) Statutory Holiday hours;
- c) Hours of vacation pay;
- d) All paid leaves;
- e) Any authorized unpaid leaves up to thirty (30) calendar days at one (1) time;
- f) Time off while receiving benefits under *The Workers' Compensation Act*.
- g) Time off while receiving benefits under the Disability Salary Continuation Plan, SGI Income Replacement, EI sick benefits or unpaid sick leave;
- h) Maternity, Adoption or Parental leave;

- i) Compassionate Care leave;
- j) Education leave.
- k) Time off while actively engaged in the Canadian Armed Forces reserves or Peacekeeping assignments.**

6.03 Loss of Seniority

An employee shall only lose seniority and shall be deemed terminated in the event the employee:

- a) Is discharged for just cause and is not reinstated;
- b) Voluntarily resigns in writing;
- c) Fails to return to work immediately following termination of leave of absence or within ten (10) working days from notification by the Employer to return to work following a lay-off, unless in either case the employee can show acceptable reason for failure to report to work. The notification by the Employer to report for work shall be **personally delivered or** by registered mail to the last known address of the employee concerned and **electronically**.
- d) Is discharged for just cause and is not reinstated;
- e) Is a casual employee and has not worked sixty (60) calendar days exclusive of approved leave of absence. In the event that no offers of work have been made the employee will retain seniority and remain on any applicable call in lists.

ARTICLE 7 – LAY-OFFS AND RECALLS

7.01 Lay-offs

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work per rotation of any permanent employee. In all cases of lay-offs seniority shall be the governing factor. When an employee is given notice of lay-off she shall be entitled within the notice period to exercise her seniority rights displacing a junior employee provided she has the necessary qualifications and competence to perform the work.

7.02 Lay-off Notice

Notice of lay-off shall be in accordance with *The Saskatchewan Employment Act*, provided, however, that the minimum amount of notice shall be two (2) weeks.

If the employee laid off has not had the opportunity to work the above 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.

7.03 Recalls

Employees shall be recalled from lay-off in order of seniority. Recall notice shall be **personally delivered or sent** by registered mail to the last known address of the employee concerned **and electronically**. It shall be the responsibility of the laid off employee to keep the Employer advised of their current address. Employees shall remain on the recall list for a maximum of two (2) years.

7.04 Notification to the Union

Prior to lay-offs, discussions shall have taken place between the parties of this Agreement.

7.05 Subject to operational requirements, any employee who has suffered a reduction in their guaranteed hours as a result of lay-off, shall be afforded any and all additional permanent hours that become available, within their classification, in an effort to reach their pre-lay-off guaranteed hours.

In the event that more than one (1) employee is affected, the Employer will offer the additional hours to the most senior employee first.

ARTICLE 8 – VACANCIES, NEW POSITIONS AND PROMOTIONS

8.01 Job Posting

- a) When a vacancy occurs or a temporary vacancy of three (3) months or more occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position through appropriate means defined by the parties for a minimum of one (1) week, to ensure that all employees will be allowed the opportunity to make application.
- b) Casual positions shall be posted.

8.02 Information in Posting

Such notice shall contain the following information which shall be binding upon the Employer:

- a) Nature of position;
- b) Required qualifications;
- c) Shifts including hours of work;
- d) Number of shifts per rotation;

- e) Wage or salary rate or the range.
- f) Location within the department where applicable.

When a successful applicant is selected, the **employer will post the** name of such successful applicant on all bulletin boards for a minimum of one (1) week.

8.03 Temporary Vacancies

1. When the Employer reasonably knows prior to filling a temporary vacancy, that such vacancy will be for a duration of three (3) consecutive months or longer, the Employer shall post and fill such vacancy as outlined in this Article.
2. Should the temporary vacancy subsequently become permanent it shall be posted and filled in accordance with this Article.
3. No temporary position shall exceed two (2) years and one hundred and nineteen (119) days unless agreed to between the Employer and the Union. The Employer agrees to review with the Union all temporary jobs on an annual basis to determine whether such positions should be posted as permanent positions.

8.04 Relief Assignment

An employee requested to perform the duties of a higher paid position or relief in an out-of-scope position shall receive a rate adjustment of a minimum of three dollars and fifty cents (\$3.50) per hour for all hours so worked. Such assignments shall be offered on the basis of seniority provided the employee has the necessary qualifications and the ability to perform the work.

8.05 Salary Adjustment Upon Promotion

Upon promotion an employee shall receive the minimum of the new position, or such step in the new range, which will provide a wage increase at least equal to the last increment the employee received in their previous classification.

8.06 Training Opportunities That Do Not Require Posting

The Employer will reasonably provide available training opportunities that may lead to promotion to any employees who have expressed an interest provided this does not adversely affect the operations of a department. Such opportunities shall be provided on a fair and equitable basis and according to seniority.

8.07 Filling of Vacancies

New positions or vacancies shall be filled on the basis of seniority provided that the applicant possesses the necessary qualifications required to fill the position and the ability to perform the work.

In cases of hiring for the Child Development Centre, **postings may indicate that in the event there are no applicants with the required qualifications applicants with lesser qualifications may considered for the position.**

a) Bidding of Vacancies

- i) Employees shall be entitled to bid for a new position or vacancy by means of written application. Wherever possible, vacancies shall be filled by employees within the scope of this Agreement.
- ii) Employees may submit a request to transfer to another shift rotation within their department in the same classification and status (guaranteed hours). Such requests shall be submitted in writing. Transfer requests must coincide with a posted vacancy and be submitted prior to the closing date of the posting.
- iii) An employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in a temporary position.
- iv) The vacancy shall be awarded to the senior applicant who possesses the required qualifications and the ability to perform the work.
- v) Subsequent vacated shift rotations shall be offered to applicants in order of seniority as per iv) above.

b) Commencement of Job

Employees selected from the posting procedure shall commence the job within four (4) weeks after the date of notification of selection to the position unless mutually agreed otherwise.

New employees shall be provided appropriate payroll documentation during their initial orientation and shall be provided adequate time to complete it during regular working hours.

c) Appointment of Applicant

Within five (5) working days of awarding the position, the name of the selected applicant will be posted on designated bulletin boards for a minimum of seven (7) calendar days, with a copy forwarded to the Local Union Office.

If an employee vacates the position within thirty (30) calendar days of the commencement date, the vacated position shall be offered to other qualified applicants from the original posting in accordance with the above provisions. Should there be no other qualified applicant, the position shall be reposted.

8.08 Trial Period on Promotions or Transfers

Calculated from the date of commencement of duties, an employee promoted or transferred shall be allowed a trial period of three hundred and twenty (320) hours worked. The employee shall be confirmed in the new position after the trial period. In the event the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to the employee's former position, wage or salary rate without loss of seniority. Employees who change from one (1) position to another within the same classification shall not serve a trial period.

8.09 Employee Performance Review

When a review of an employee's performance is made, the employee concerned shall be given the opportunity to read such review. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review. The employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the record.

All Employee Performance Reviews shall be placed in the employee's Personnel File. An employee performance, appraisal or review is not a disciplinary meeting.

8.10 Duty to Accommodate

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 as a consequence of an occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in The Saskatchewan Human Rights Code, The Saskatchewan Human Rights Code-Regulations, *The Saskatchewan Employment Act* and *The Saskatchewan Occupational Health and Safety Act*.

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. All parties shall work cooperatively to foster an atmosphere conducive to accommodation.

It is the responsibility of the employee to provide initial medical evidence of limitations or restrictions. If further information is required, the Employer and employee will work together to ensure needed assessments and information is provided. The cost of such additional information shall be borne by the Employer.

The parties agree that the employee's medical information is to be treated in a confidential manner, and the accommodation process is to be carried out in such a

manner as to protect the confidentiality of such information to the extent possible.

8.11 Employee Status While in Receipt of Income Replacement

Where an employee is in receipt of Workers' Compensation benefits, SGI Income Replacement or is disabled and receiving STD or LTD Disability benefits, the following process will be undertaken:

1. During the first two (2) years and one hundred and nineteen (119) days of the claim the employee's position shall not be filled on a permanent basis. If after the two (2) year and one hundred and nineteen (119) day period, the employee continues to receive such benefits, there shall be a review of the file undertaken by the Employer, employee and the Union to determine whether the employee will be able to return to their former position.
2. Following the two (2) year and one hundred and nineteen (119) day period, if the employee is deemed to be unable to do her own job, but is able to return to work the following procedure will be taken:
 - a) The Employer, employee and the Union will review qualifications and capabilities including particular limitations and/or restrictions, with a view to the identification of return to work options.
 - b) Where no job is immediately available, the employee shall make application for a General Leave of Absence and will thereby be eligible to apply for any vacant position for which the employee is qualified and capable.

Should an employee subsequently be deemed able to perform the work in their former occupation or any other occupation and LTD benefits cease, the employee will be considered under a process similar to a) above.

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, as a consequence of an occupational or non-occupational disability, illness or injury. In such circumstances the Union and the Employer may agree to waive certain provisions of this Agreement. All parties shall work cooperatively to foster an atmosphere conducive to a successful Return to Work and/or an Accommodation.

- c) The position vacated by the employee will be posted and filled on a permanent basis.

ARTICLE 9 – HOURS OF WORK SCHEDULES AND OVERTIME

9.01 Regular Hours of Work and Overtime

- a) Employees in the Crisis Shelter & Residence Shift Workers: No employee in the Crisis Shelter & Residence will work more than their regularly scheduled shifts of eight (8), ten (10), or twelve (12) hours and one hundred and sixty (160) hours in a twenty eight (28) day rotation without the payment of overtime. In the event that an employee works beyond the hours of their scheduled eight (8), ten (10), or twelve (12) hour shift such additional hours shall be considered overtime and paid at the appropriate rate. Employees working regularly scheduled shifts of less than eight (8) hours shall work no more than eight (8) hours per day without the payment of overtime.
- b) For all staff other than those referred to in a): All hours worked in excess of eight (8) hours in any day or forty (40) hours per week, shall be paid at one and one-half (1½) times the regular rate of pay for each hour or part of an hour in excess so worked.
- c) The hours of work of an employee who is regularly scheduled to work less than eight (8) hours per day may be expanded up to normal full-time hours of eight (8) hours per day without the payment of overtime.
- d) Where operationally feasible, overtime or work beyond the regularly scheduled hours of work shall be authorized by the Employer in advance.
- e) Overtime shall be offered in order of seniority within the department in the same classification, provided the employee has the ability to perform the work. The Employer will not unreasonably deny the opportunity for employees to be oriented in different areas.
- f) Employees working either in a single position or multiple positions must notify their Supervisor(s) when accepting additional hours which will place them in an overtime position.

9.02 Work Schedule

- a) Except as otherwise agreed between the Union and the Employer, all departments shall develop a master rotation schedule containing all guaranteed hours, days worked and days off. Employees shall have at least two (2) consecutive days off in every seven (7) day period except where otherwise mutually agreed by the Union and the Employer. Saturday and Sunday off consecutive shall be considered to be in compliance with this clause.

Where a change in the master rotation occurs, employees shall have the right to select lines according to seniority within the same classification, status, and guaranteed hours.

Should a full-time employee be required to report to work on one (1) of her regularly scheduled days off the provisions of Article 9.03 shall apply.

Should an employee be required to report to work on one of their regularly scheduled vacation or paid leave days the employee shall be paid two (2) times the regular rate of pay for each hour or part of an hour so worked. Any hours worked will not be deducted from the employee's bank. The hours will be added back to the employee's bank where they have already been deducted.

All schedules shall be agreed to on an equitable and mutual basis by the parties.

- b) Work schedules based upon the master rotation in the worksite shall be posted twenty-eight (28) days in advance in a place accessible to the employees.
- c) Work schedules shall be confirmed and posted no less than two (2) calendar weeks in advance of the actual week being worked.

9.03 Overtime

a) Definition of Overtime

All hours worked in excess of **an employee's regularly scheduled** eight (8), **ten (10), or twelve (12) hours** in any day or eighty (80) hours in the bi-weekly pay period, shall be paid at one and one-half (1½) times the regular rate of pay for each hour or part of an hour in excess so worked.

b) Time Off in Lieu of Overtime or Premium Pay

By mutual agreement between the employee and Employer, an employee may take time off with pay in lieu of overtime or premium pay at the appropriate time and one-half (1½) or double (2X) time as provided herein.

9.04 Call Back Guarantee

Employees called back to work after having completed an eight (8) hour shift or ten (10) **or twelve (12) hours** in Crisis Shelter and Residence shall be paid at one and one-half times (1½) the regular rate of pay for the first four (4) hours and thereafter double (2X) the regular rate of pay, but a minimum of three (3) hours at the rate of one and one-half times (1 ½) the regular rate will be paid.

9.05 Reporting Pay Guarantee

An employee **required to** report to work shall be paid a minimum of three (3) hours at their regular rate of pay.

9.06 Rest and Meal Periods

- a) Employees who work more than three (3) hours but not more than five (5) hours shall receive one (1) fifteen (15) minute paid rest period.

Employees who work more than five (5) hours shall receive two (2) fifteen (15) minute paid rest periods.

- b) All employees shall be provided an unpaid one-half ($\frac{1}{2}$) hour meal break during every five (5) consecutive hours of work.

The time of the rest or meal period shall be scheduled by the Employer. Every effort will be made to grant such periods midway between each half shift or by mutual agreement combined to one-half ($\frac{1}{2}$) hour break midway in a full shift.

- c) Should the rest period or an unpaid meal period of an employee be interrupted before its conclusion, the employee will either take the remaining time later in the shift or if this is not possible, be paid the time at the overtime rate, or taken at a later date as provided in Article 9.03 b).
- d) In the event that an employee is required to remain on the Employer's premises during the meal period, the meal period shall be paid at the employee's regular rate of pay.

9.07 Scheduling and Call-In Systems

Unless otherwise specified, the following process applies to all offers of additional hours.

Employees must advise the Employer if they will be in an overtime situation when contacted for additional work. Management reserves the right to exhaust all other options within the department before the incurrence of overtime.

a) Scheduled Shifts

Refers to shifts that are scheduled and posted a minimum of two (2) weeks prior to the beginning of each month. These shifts are in addition to the guaranteed hours comprised in the full time and part time regular rotations.

- 1. Part-time employees shall be scheduled into the calendar according to their submitted availability. If more than one (1) employee is available for a specific shift, the shift will be assigned to the most senior employee first.**
- 2. After all part-time employees have been scheduled according to their full availability, casual employees shall be scheduled into the calendar according to their submitted availability based on seniority.**

3. If shifts remain unfilled, the process will be repeated.

b) Call-In

Employees must advise the Employer if they will be in an overtime situation when contacted for additional work. Management reserves the right to exhaust all other options within the department before the incurrence of overtime.

- i) For shifts more than seventy two (72) hours out the shift will be offered to all eligible employees simultaneously. The shift(s) will be awarded to the most senior part-time employee who has responded twenty four (24) hours after the initial offer was made. Where no part-time employee has accepted the shift it shall be awarded to the most senior casual employee who has responded within the twenty four (24) hour window.**
- ii) For shifts that need to be filled within seventy two (72) hours the shift will be offered to all eligible employees simultaneously and shall be awarded to the first employee who accepts the shift.**

c) Child Development Centre (CDC) Call in Shifts

In the event that a shift is filled by a casual employee who possesses the ECE I qualification the employee shall be paid at the ECE I rate of pay as provided in Appendix 1, Schedule A of the collective agreement.

d) Fitness on 25th Call in Shifts

Initially each employee can take no more than two (2) shifts offered under the provisions of part a), above. Part b) shall apply as appropriate

e) Call-In List Eligibility and Availability

Employees can apply to have their name on each department call-in list. Employees seeking call-in work shall make advance written application to each department indicating their qualifications and specific training.

New employees shall be included on the call-in list based on their dates of hire, until such time as their seniority has been established. In the event that the date of hire is the same for two (2) or more employees, call-in placement shall be determined by -alphabetical order.

An employee on a call-in list who has not worked for sixty (60) consecutive calendar days, one hundred and twenty (120) consecutive calendar days for housekeepers, may be removed from the call-in list. The Employer shall provide written notification to the employee of such removal, with a copy to the Local Union Office. In the event that an employee has not been offered work within the sixty

(60) day period, **one hundred and twenty (120) for housekeepers**, the employee shall not be removed from the list.

9.08 Shift and Weekend Premiums

- a) A shift premium of one dollar (\$1.00) per hour shall be paid to employees working **shifts such that the majority of the hours of the shift fall** between the hours of **7:00 pm** through **7:00 am**. Shift premium is paid only on actual hours worked and shall not apply to overtime hours worked.
- b) A weekend premium of one dollar (\$1.00) per hour shall be paid to employees working **shifts such that the majority of the hours of the shift fall** between the hours of **7:00 am** through **7:00 pm** on Saturdays and Sundays.
Weekend premium is paid only on actual hours worked and shall not apply to overtime hours worked.
- c) Shift premium applies to all shifts that fall within the designated period.
- d) **Employees required to work alone shall be paid at the rate of one and on half times (1.5X) their regular rate of pay, including any premiums, for all hours worked.**

For the purposes of this Article working alone shall be defined as working in circumstances where an employee is the only YWCA staff member in the building.

9.08 Return from Leave

When an employee returns unexpectedly from any leave listed below, the employee scheduled to work shall have her/his shifts cancelled without any notice and without any cost to the Employer:

- i) **Article 12.12 Family Illness Leave;**
- ii) **Article 12.14 Pressing Necessity;**
- iii) **Article 12.07 Medical Appointment Leave;**
- iv) **Article 12.05 Bereavement Leave;**
- v) **Article 12.02 Union Leave;**
- vi) **Article 12.06 Jury or Witness Leave;**
- vii) **Article 12.13 Compassionate Care Leave;66666644**
- viii) **Article 14 Sick Leave for leaves of less than thirty (30) days;**

- ix) **Leave provided pursuant to *The Automobile Accident Insurance Act* Benefit Coverage;**
- x) **Leave provided pursuant to Workers' Compensation; or**
- xi) **Article 13.02 Salary Continuation.**
- xii) **Article 12.021 General Leave of Absence for leaves of less than thirty (30) days.**

When an employee returns from a leave listed below, the returning employee shall be required to provide notice of no less than two (2) calendar weeks in advance of the actual week being worked as provided in Article 9.02 c):

- i) **Article 12.04 Leave for a Union Position;**
- ii) **Article 12.11 Education Leave; or**
- iii) **Article 12.09 Adoption Leave; or**
- iv) **Article 12.10 Parental Leave.**

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 a) The following days shall be considered statutory holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
International Women's Day	National Day for Truth and Reconciliation

The Employer further agrees that all other holidays so proclaimed as holidays by Federal, Provincial or Civic authorities shall be recognized as holidays.

- b) One (1) additional floating day will be earned each year. This floating day is earned at 1/260 of each paid hour. This floating day may be taken at any time during the year.

10.02 Each employee who works on a statutory holiday shall be paid one and one half (1 ½) times the regular rate of pay. This shall be in addition to any statutory holiday pay to which the employee(s) is entitled.

- 10.03 If a statutory holiday falls on a full-time employee's regular day off, the employee shall receive another day off with pay. Such time off shall be kept in a bank to be taken at a later date mutually agreed upon.

Other than fulltime employees who do not work on a Statutory Holiday shall receive Statutory Holiday pay or banked time off in accordance with Article 10.05.

- 10.04 When a statutory holiday occurs during any employee's vacation an extra day's vacation shall be granted to be taken either concurrent with the scheduled vacation period or at a later date mutually agreed.

10.05 Statutory Holiday Compensation

Statutory holiday credits for all employees shall be calculated on the basis of 5% of eligible hours in the four (4) week period immediately preceding the holiday. Eligible hours shall include sick time, wellness days, and vacation days.

Statutory Holiday credits shall be maintained in a bank to be accessed as paid time off at a mutually agreed time. In the event that time off cannot be scheduled for an other than full time employee the credits shall be disbursed as Statutory Holiday pay in a pay period during which the employee has worked less than full time hours or at the employee's request.

ARTICLE 11 – VACATION

11.01 Vacation Credits (SEE SCHEDULE - APPENDIX II)

For the purpose of vacation credits, "years of service" refers to continuous calendar years the employee has been covered by this collective agreement.

All employees shall earn vacation credits based on Appendix II. Vacation credits shall be pro-rated based on hours worked for part-time and casual employees. All employees will access vacation credits from the currently utilized time management software.

- 11.02 On termination of employment unearned vacation time taken in advance will be charged to the employee.

- 11.03 Requests for annual vacation shall be submitted in writing one (1) month in advance. Annual vacation time shall be regulated on a mutually agreed basis. In case of disagreement, seniority shall govern.

Requests made with less than one (1) month but one (1) week or more notice shall be granted according to operational requirements and shall be governed on a first come first served basis without regard to seniority. **Requests provided with less than on (1) week notice shall be given reasonable consideration according to the above provisions.**

11.04 Earned vacation, as described herein, will be taken by all employees annually. Each year, at December 31st the following carry-over amounts will be allowed:

- Full-time Crisis Counsellors and Youth Counsellors may carry-over up to eighty (80) hours of time.
- Part-time Crisis Counselors may carry-over up to sixty (60) hours of time.
- All employees that work a thirty-seven point five (37.5) hour week may carry-over up to seventy-five (75) hours of time.
- All other employees may carry-over either the greater of forty (40) hours of time or the equivalent of two (2) weeks of their regularly scheduled time.

This carry-over of time includes vacation time and any banked time (time in lieu of either overtime or other regular time worked). Any carry-over in excess of the amounts specified above must be approved by the CEO.

11.05 Vacation pay may be paid in advance if so requested. An employee who wishes to request pay in advance for her vacation period must do so, in writing, to her supervisor, twenty-one (21) days prior to the commencement of the approved vacation period. The advance vacation pay will be processed through the payroll system and will be net of withholdings. The payment will be processed in the latest possible pay run such that the employee will receive the deposit prior to starting her vacation.

11.06 Casual employees are not eligible to use banked vacation and will receive it as a payout either upon request or at a minimum once per year. Casual employees working in term positions shall have access to vacation as banked time.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 General Leave of Absence

An unpaid leave of absence, shall be granted to an employee insofar as the regular operation permits. Requests for leaves of thirty (30) days or less are to be submitted in writing a minimum of fourteen (14) days in advance of the time requested. Leaves of more than thirty (30) days are to be submitted in writing a minimum of four (4) weeks in advance of the time requested. Leave requests made with less than the above notice shall be given reasonable consideration. Requests made pursuant to Article 12.05, b) shall be granted according to operational requirements.

While such leave shall not be unreasonably withheld, the Employer reserves the right to grant leaves of absence for a limited time period not to exceed one (1) year.

At the end of one (1) year general leave of absence if the employee has not returned to work, the employee will be deemed to have resigned and the position would be posted.

An employee granted leave under this Article shall not earn sick leave credits, vacation credits and Statutory Holiday pay for the entire period granted but shall earn seniority for leaves of less than thirty (30) calendar days at one time. For leaves of more than thirty

(30) days, the employee must provide four (4) weeks written notice regarding their anticipated return to work date or specify the return date on their request for general leave of absence.

12.02 Union Leave

Insofar as operational requirements permit designated employees shall be granted leave of absence without cost to the Employer to attend to Union business.

The Employer agrees to continue to pay regular salary and benefits allocated on a short term basis of one (1) month or less to attend to union business as provided above and the Employer shall charge the Union for reimbursement of the costs. Such costs shall include:

- i) Actual lost wages;**
- ii) Employer's share of Canada Pension contributions;**
- iii) Employer's share of Employment Insurance premiums;**
- iv) Employer's share of Pension contributions or equivalent;**
- v) Group Insurance premiums;**
- vi) Disability Income contributions;**
- vii) Workers' Compensation premiums; and**
- viii) Employer share of Extended Health and Enhanced Dental premiums.**

An employee granted leave under this Article shall earn seniority, vacation credits, sick leave credits and Statutory Holiday pay.

12.03 Leave of Absence for Union Functions

An employee who is involved in negotiations with the Employer, either for the purposes of resolving a grievance or for the purposes of attending an arbitration procedure, shall not suffer any loss of pay or benefits for the time absent from assigned work duties.

12.04 Leave of Absence for Union Position

An employee who is elected or selected for a full-time Executive position with the Union or any labour body, with which the Union is affiliated, shall be granted an unpaid leave of absence for the term of office.

An employee who accepts employment with the Union or anybody with which the Union is affiliated shall be granted a leave of absence of up to twelve (12) months.

12.05 Bereavement Leave

- a) Employees are eligible for bereavement leave following three (3) months of employment. In the case of death in the immediate family, the Employer shall grant four (4) days off from scheduled shifts with pay and benefits. Members of the immediate family shall include the employee's mother, father, sister, brother, spouse (including common law), son, daughter, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, fiancé/fiancée, grandparent, grandchild, aunt, uncle, or some other person with whom the employee has had a similar relationship.
- b) If the employee is required to travel between two hundred and fifty (250) and eight hundred (800) kilometres one (1) way an additional one (1) working day off with pay, for a total of five (5) working days will be granted. If the employee is required to travel more than eight hundred (800) kilometres one (1) way, an additional two (2) working days off with pay, for a total of six (6) working days will be granted.
- c) Extended unpaid bereavement leave will be considered upon application to the Supervisor and shall be granted according to the terms of Article 12.01. **Employees shall have access to banked time, Statutory Holiday time, and vacation time for this purpose and at their discretion.** Casual employees are eligible for bereavement leave for scheduled shifts only.

12.06 Jury or Witness Duty

Any employee who is required to perform jury or witness duty on a day on which they would have worked will be released from work without loss of pay in order to serve. The employee will be required to furnish proof of jury duty or witness service.

12.07 Medical Appointment Leave

An employee, who attempts and is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time shall be granted time off with pay. Such paid time off shall not exceed twelve (12) working hours per year. On request, employees will be required to show proof of such care.

Employees shall be allowed to accompany their members of their immediate family as defined in Article 12.05 in instances where the assistance of the employee is required or the employee has a duty of care.

In the event this entitlement is exhausted employees may access Statutory Holiday time, banked time, vacation, or unpaid leave of absence.

Medical Appointment Leave applies to an employee who has completed their probationary period. It shall not apply to casual employees, except where a casual employee is working in a temporary part-time or full-time position.

12.08 Maternity Leave

An unpaid leave of absence shall be granted to an employee for maternity. An employee must make written application for the leave of absence no later than four (4) weeks in advance **of the due date** except in extenuating circumstances.

- a) The length of the leave of absence shall be for a period not to exceed eighteen (18) months.

If an employee's original request for maternity leave was less than eighteen (18) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) months.

In extenuating circumstances, where in the opinion of a medical practitioner such action is advisable; the leave shall be further extended.

- b) Such leave will be granted with assurance that the employee will resume employment in the same position. In the event the employee on maternity leave is affected by lay-off, she shall be afforded access to the provisions of Article 7 (Lay-Off and Recall).
- c) Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the Employer four (4) weeks prior to the expiration of the leave. An employee may submit only one (1) request for a change of length of leave of absence. The Employer is not required to allow an employee to resume her employment until after the expiration of the four (4) weeks notice.
- 4. An employee unable to perform her regular duties but able to perform other work shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.
- e) Access to Sick Leave

Sick leave shall not be granted for the actual period of maternity leave, as defined in Article 13.04. However, an employee who is pregnant during her period of service with

the Employer shall have access to sick leave credits for any health-related absence relative to the pregnancy (either during or after) while she continues employment with the Employer.

12.09 Adoption Leave

Upon request, an employee shall be granted up to eighteen (18) months leave of absence without pay for legal adoption purposes. **An employee must make written application for the leave of absence and wherever possible no later than four (4) weeks in advance.** In the event an employee on adoption leave is affected by lay-off, the employee shall be afforded access to the provisions of Article 7 (Lay-Offs and Re-Calls).

12.10 Parental Leave

Upon request, an employee whose spouse or partner is expecting a child should be granted up to thirty-seven (37) weeks unpaid leave which can be taken during the three (3) months before or during the twelve (12) months after the birth of the child. **An employee must make written application for the leave of absence and wherever possible no later than four (4) weeks in advance.** In the event an employee on parental leave is affected by lay-off, the employee shall be afforded access to the provisions of Article 7 (Lay-Offs and Re-Calls).

12.11 Education Leave

Insofar as regular operations will permit, an educational leave of absence without pay shall be granted for up to twelve (12) twenty four consecutive months at the request of the employee, providing that the employee has been an employee of YWCA Saskatoon for a minimum of twenty four (24) months.

Upon request and subject to operational requirements employees on education leave shall be eligible for casual hours according to their qualifications and ability.

12.12 Leave for Family Illness

In the event that a member of an employee's family as defined in Article 12.05 is ill and requires the attention of the employee the employee shall be granted time away from work and, at the employee's discretion, shall have access to their vacation banks, statutory holiday hours, sick leave, or earned time off. Employee's accessing such leave shall inform the Employer of the family member who is ill, the general nature of the employee's involvement, and the amount of time required.

12.13 Compassionate Care Leave

Employees who intend to access benefits under the terms of the Employment Insurance Compassionate care Leave provisions shall be granted unpaid leave of absence for the duration of the benefits period. Where further leave is required it shall be granted according to the terms of Article 12.01.

12.14 Pressing Necessity Leave

An employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the employee and which requires the immediate attention of the employee.

The employee may elect to use vacation, Statutory Holiday, or earned days off, which have not yet been scheduled for the purpose of such leave **or accept leave without pay at the employee's discretion.**

ARTICLE 13 - EMPLOYEE BENEFITS

13.01 Benefit Plans

In the event the plan provider changes the rules or government changes the legislation, this plan may be subject to change.

a) Permanent Employee

A permanent employee is an employee who has completed their probationary period and is in a regularly scheduled position that has no end date.

- b) All permanent employees shall, as soon as eligible, be covered by the Association's Pension Plan, Short-Term Disability (STD) and Long-Term Disability (LTD) Salary Continuation Plan and Group Life Insurance Plan, Dental Plan and Health Plan, as a condition of continuous employment. Employees can waive benefits for the Dental and Health Plan only if they meet the requirements of the benefits provider.
- c) Where temporary employees replacing a permanent employee for longer than three (3) months on a continuous basis subsequently move immediately into a permanent position, the parties agree to credit the continuous term of the temporary position towards any waiting period for benefit eligibility. All temporary employees shall be deemed eligible for participation in the pension plan after one (1) year of continuous employment.
- d) While an employee is off work and in receipt of Workers' Compensation Benefits (WCB), she must continue to pay her portion of benefit premiums.
- e) While an employee is on maternity/paternity/adoption leave, she may continue to pay her portion of group benefits-premiums. The premiums must be paid in order to qualify for benefits while on leave.
- f) While an employee is on education leave of up to six (6) months, she may apply to the insurer for extension of benefits. All costs for such an extension would be

the responsibility of the employee. The insurer will generally not extend STD and LTD coverage. For education leaves in excess of six (6) months, the employee must re-apply for coverage upon her return to work and wait out the normal waiting period.

13.02 Salary Continuation Provision

1. After three (3) months **of employment** the Employer will pay regular wages for the working days of each period of illness, disability and/or accident up to the commencement date of the Short-Term Disability (STD) coverage **or until sick leave entitlement is exhausted**.
2. Short-Term Disability (STD) insurance is payable to an eligible employee following the plan's waiting period **and** for the period of time while the employee is unable to perform the usual and customary duties of her occupation as a result of an injury or sickness. These benefits are payable for a period not to exceed seventeen (17) weeks or one hundred and nineteen (119) days of any one disability.
3. Employees who are not eligible for STD can access accrued sick leave.
4. Following the seventeen (17) weeks, on the one hundred and twentieth (120th) day, an eligible employee must apply for Long-Term Disability (LTD) insurance benefits.

13.03 Cost of Benefit Plans

According to our current plan and provider, the following benefits apply:

1. Short-Term Disability (STD) – Employee pays one hundred per cent (100%) of the premium;
1. Long-Term Disability (LTD) – Employee pays one hundred per cent (100%) of the premium;
2. Group Life Insurance and Accidental Death and Dismemberment – Employer pays one hundred per cent (100%) of the premium;
4. Pension Plan – The Employer matches the employee's designated contribution to the plan;
5. Health – Employee pays thirty per cent (30%) and the Employer pays seventy per cent (70%) of the premium;
6. Dental – Employee pays thirty per cent (30%) and the Employer pays seventy per cent (70%) per cent of the premium.

ARTICLE 14 – SICK LEAVE

14.01 Sick Leave

Sick Leave means a 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 Board (WCB) or SGI Income Replacement.

All employees are eligible to accrue and access sick leave credits from date of hire.

Sick leave credits accumulate at the rate of 3/52 of **all paid** hours. Employees will access sick leave credits from the currently utilized time management software.

Earned sick leave credits for all employees shall be maintained in a bank and shall continue to accumulate to a maximum of one hundred and seventy-two (172) hours. Sick Leave entitlement is not eligible for payout upon cessation of employment.

14.02 Wellness Days

Employees shall have the right to access up to eighty (80) hours per year from their banked sick time to be used as wellness days. Article 13.06 shall not apply.

The purpose of Wellness Days is to provide employees with the flexibility to take time off **without loss of pay** to ensure their physical and emotional wellness.

All Child Care Workers employed on or before March 19, 2007, shall continue to be allotted up to **ninety six (96) hours** per year until such time that they terminate employment.

Wellness days for part-time employees shall be pro-rated.

Employees are eligible for wellness days when they have completed their probation period.

Casual employees are not eligible for wellness days except where a casual employee is working in a temporary part-time or full-time position.

14.03 Medical Certificate

The Employer has the right to require the employee to submit a medical certificate to support a claim of sick leave pay. **Normally a medical certificate will not be requested until** after the second (2nd) **consecutive** day of absence.

The employee shall be informed of the requirement while the employee is off on sick leave. All costs associated with obtaining such medical certificate will be paid for by the Employer.

ARTICLE 15- WAGE RATES AND JOB CLASSIFICATIONS

- 15.01 The rates of pay for employees governed by this Agreement shall be in accordance with the rates set forth in Appendix I and Appendix II. Rates of pay for new classifications will be subject to negotiations between the Employer and the Union with the rate of pay being made retroactive to the date of filling the new position. However, if there is a concern in the rate of pay to be established, the Employer may set a temporary rate pending settlement.

In the event there are significant changes to the content, qualifications, **or the acuity of demands arising from factors beyond the Employer's control**, of an existing position or classification the parties shall meet to negotiate an appropriate wage rate for the changed position or classification.

If the parties are unable to negotiate a mutually agreeable rate of pay for a new classification or substantially changed position then either party may submit the matter to arbitration to resolve the rate of pay as per Article 15.

- 15.02 Employees shall be paid bi-weekly.

- 15.03 Recognition of Education and Previous Experience

When an employee commences employment, the rate of pay shall normally be at Step 1 of the appropriate classification within Appendix I, however, the Employer may approve a higher rate of pay if the selected applicant possesses the necessary qualifications and recent related experience preceding the date of employment, in which case the employee may be placed at Step 2.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

- 16.01 A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the union.

- 16.02 **The Union shall at all times maintain an up to date list of Shop Stewards and locally elected Officers of the Union who are authorized to initiate grievances. Upon request from the Employer, the Union shall respond with an up to date list of those above within 5 business days.**

- 16.03 Permission to Leave Work

An employee(s) who feels aggrieved may leave assigned duties to discuss the matter with a Shop Steward or local elected representative. A suitable time for such discussion must be agreed with the appropriate Employer Representative(s) in advance.

- 16.04 Informal Discussion

It is the desire of both parties to resolve grievances as quickly and efficiently as possible. Therefore a Shop Steward who has been provided a report of a concern that may be a matter for grievance shall first discuss the matter with the appropriate out-of-scope Supervisor with a view to resolving the grievance. Such discussions shall take place during working hours and the Shop Steward shall suffer no loss of pay. The Shop Steward may be accompanied by the aggrieved employee.

Such discussions must take place within fourteen (14) days of when the employee became aware or ought to have become aware of the issue. The out-of-scope Supervisor shall provide a decision within fourteen (14) calendar days from the date of the meeting. Any resolutions agreed at this stage are without prejudice or precedence.

16.05 Step 1

In the event that the matter is not resolved to the satisfaction of the Union at the informal discussion stage the SEIU-West Union Representative may, within **seven (7)** days of receipt of the Employer's decision at the informal discussion stage, refer the matter to the appropriate out-of-scope Manager in the form of a written grievance. The written grievance shall identify the issue in dispute and the resolution desired. The manager and the SEIU-West Union representative shall meet at the earliest convenience to attempt to resolve the grievance. The Employer shall provide a written response within **seven (7)** days of the meeting.

The Employer shall at all times maintain an up to date directory of the managers responsible to provide grievance responses and to whom written grievances must be directed and shall provide it regularly to the Union.

Step 2

If the matter is not resolved to the satisfaction of the Union at the First (1st) Step the SEIU-West Union Representative may, within fourteen (14) days of receipt of the Employer's decision, refer the matter to the CEO. The CEO and the SEIU-West Union Representative shall meet at the earliest convenience to attempt to resolve the grievance. The CEO shall provide a written decision within fourteen (14) calendar days.

Arbitration

If the matter has not been resolved to the satisfaction of the Union at Step Two (2), the SEIU-West Union Representative may, within fourteen (14) calendar days of the CEO's decision, refer the matter to arbitration.

16.06 Termination and Suspension Grievances

Grievances arising from termination or disciplinary suspension shall be initiated at the Second (2nd) Step of the grievance process.

16.07 Employer Grievances and Policy Grievances

Employer Grievances and Policy Grievances shall be initiated at the Second (2nd) Step of the grievance process.

16.08 Procedural Orderliness

The time limits set forth in this Article are for the sake of procedural orderliness and shall not be relied upon by either party to evade resolution of a grievance on the basis of a technicality. However, notwithstanding the foregoing, either party may be called upon to show a justifiable reason for failure to adhere to timelines.

Failure on the part of the Employer to adhere to timelines may provide the Union with the ability to proceed to the next step of the grievance process. Failure on the part of the Union to adhere to timelines may allow the Employer to determine that the grievance has been abandoned.

16.09 Special Measures

Nothing in this Article shall preclude the parties from modifying the grievance procedure as necessary and by mutual consent. Either party may initiate a meeting for the purpose of resolving a grievance at any stage of the grievance or arbitration processes.

16.10 Investigation

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as witness, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premise to view any working conditions, which may be relevant to settlement of the grievance.

16.11 Arbitration

Single Arbitrator

Arbitration shall be by single arbitrator. Both parties shall, no more than fourteen (14) days from the date on which notice of the intent to arbitrate a grievance has been delivered to the receiving party, provide the other party with a list of the names of suggested arbitrators.

In the event the parties are unable to agree on an arbitrator within thirty (30) days the parties shall jointly make request to the Minister of Labour Relations and Workplace Safety that the Minister appoint an arbitrator as provide in *The Saskatchewan Employment Act*.

An arbitrator selected or appointed shall have the power to determine whether the matter is arbitrable, shall determine the procedure to be followed and shall give full opportunity to the parties to present evidence and make arguments. The arbitrator shall have no authority to alter, modify or extend this Agreement or to render a decision

inconsistent with its terms. The arbitrator shall dispose of any grieved discipline or discharge in any manner or fashion the arbitrator considers equitable. The arbitrator's decision is final and binding upon the parties.

16.12 Cost of Arbitration

Each party shall pay one-half (1/2) share of the fees and expenses of the arbitrator and any common expenses agreed to in advance. Witnesses shall have any lost wages and expenses incurred in testifying paid by the party calling them to give evidence.

16.13 The provisions of *The Saskatchewan Employment Act* with respect to arbitration shall govern for any matter not covered by the foregoing.

ARTICLE 17 – GENERAL PROVISIONS

17.01 Notice Boards

Suitable notice boards for the use of the Union shall be provided by the Employer and located in a place easily accessible to all employees, for each department. It shall be the function of the Union to post and remove all materials on the bulletin board.

17.02 Transportation Allowance

a) Employees who are required to perform duties requiring access to transportation will use the taxi company designated by the Employer and will charge the return fare to the Employer. Where employees use their own mode of transportation, they shall be paid on a per trip basis at the rate **fifty nine cents (\$0.59) per km.**

b) Vehicle Insurance

When an employee is required to transport clients or other employees on a regularly scheduled basis the Employer will be one hundred per cent (100%) responsible for the cost of third (3rd) party vehicle liability insurance to the maximum liability of two (2) million dollars. The employee will submit to the Employer a receipt for reimbursement.

17.03 Footwear and Uniforms

Upon proof of purchase the Employer will reimburse up to one hundred (\$100.00) dollars annually to each employee in the Housekeeping classification for purchase of appropriate footwear.

Upon proof of purchase by full-time and part-time Customer Services Associates the Employer will reimburse up to one hundred and fifty dollars (\$150.00) annually to for two (2) pairs of pants. The Employer shall annually provide two (2) shirts and two (2) vests to each employee.

17.04 Contracting Out

In order to maintain the job security of the members of the bargaining unit under the terms of this Agreement the Employer agrees that no work or services currently performed by members of the bargaining unit shall be sub-contracted, leased, assigned, or conveyed in whole or in part to any other plant, person, company or non-bargaining unit employee(s) without prior consultation with and agreement of the Union except in the case of emergency, instruction or experimentation.

17.05 Training

When the Employer requires an employee to take specified training the Employer shall pay the cost of the training and shall pay the employee at their regular hourly rate of earnings for time spent attending classes and exams.

In the event an employee's regular hours are reduced as a result of attending training they shall suffer no loss of pay according to their original schedule hours.

The employee shall make every effort, where possible, to return for the remainder of her scheduled shift.

17.06 Occupational Health and Safety Committee

The Union and the Employer are committed to promoting a safe and healthy Workplace in compliance with the relevant provisions of *The Saskatchewan Employment Act* (the *Act*) and the Occupational Health and Safety Regulations (2020) (the Regulations).

An Occupational Health and Safety Committee, where provided for under *The Act* and the Regulations shall be implemented within the operations of the Employer.

For the purpose of meaningful participation and effective representation, it is the Employers responsibility to ensure the Employer co-chair of the OH&S committee remains filled at all times with a management representative. It is the unions responsibility to ensure the employee co-chair of the OH&S committee remains filled at all times.

Employee members of the committee shall participate without loss of pay or at the Employer's expense based on regular wages and benefits, and without constraint arising from management direction or control. There will be no retaliation or prejudicial action taken against any employee on the basis of bringing forward in good faith any concern in the OHS process.

The Employer agrees to provide flexibility in scheduling arrangements for the purpose of promoting meaningful participation of Committee members. A

Committee member who attends Occupational Health and Safety training or conducts other business proper to the functioning of the Committee during scheduled hours of work shall be released from duty without loss of pay.

The Employer shall ensure that all participants in the OHS committee are provided the appropriate training including on-going and updated training.

a) The parties agree that every worker has the right to know the hazards at work, and the right to participate in occupational health and safety, and the right to refuse work that has reasonable grounds to believe it is unusually dangerous. **Therefore the Employer shall make available to all employees any information relevant to safety protocols or policies within the workplace, the nature of safety concerns that have been reported and the steps taken to address them and the employees' rights under the provisions of the Act and Regulations.**

b) Employees shall have the right to report safety concerns, including workload concerns that are safety related, to the immediate Supervisor or CEO or Occupational Health and Safety Committee or Occupational Health and Safety Branch. **All such concerns and the steps taken to address them shall be reported to the Occupational Health Committee. The steps taken shall also be reported to the employee(s) concerned. Where the employee(s) do not agree that the Employer's response addresses the concern that matter may be advanced to the Occupational Health and Safety Branch.**

There shall be a management representative available by phone at all times in order to respond to and address emergency safety concerns including as provided elsewhere in this agreement.

c) **The committee shall meet as required and no less than quarterly. The committee will receive, consider, and recommend solutions respecting workplace health and safety concerns.**

d) It is understood that anything within the OH & S provisions of *The Saskatchewan Employment Act* supersedes whenever provisions are more favourable to the employee.

e) **The Employer shall, in concert with the OHS committee, produce and maintain a safety manual for all worksites within the Employer's workplace and shall ensure that it is kept in a place available to all employees and available upon request.**

17.07 Pay for Joint Committee

Employees who attend a Joint Committee meeting shall be released from duty without loss of pay. Committee members who are required to attend meetings not during work hours shall be paid as work hours.

17.08 Harassment

The Employer recognizes the right of every employee to work in an environment free of harassment and is committed to a harassment free workplace, where everyone is treated with dignity and respect. The Employer will **take all necessary steps** to achieve that goal. The Employer shall have in place a harassment policy, **which shall be made available to all employees and** which shall be reviewed regularly and revised as deemed appropriate by the Occupational Health and Safety Committee. **The policy shall, at a minimum, address the following:**

a) **Definition of Harassment**

Harassment means any objectionable conduct, comment, or display by a person that is directed at a worker and:

- 1) 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;
- 2) Sexual harassment may include: A direct or implied threat of reprisal for refusing to comply with a sexually orientated request, unwelcome remarks, jokes, innuendoes, propositions or taunting about a person's body, attire, sex or sexual orientation; displaying pornographic or sexually explicit pictures or materials; unwelcome physical contact; unwelcome invitation or request, direct or indirect, to engage in behaviours of a sexual nature.
- 3) Personal harassment includes any inappropriate conduct, comments, display, action or gesture by a person that adversely affects a worker's psychological or physical well-being and the perpetrator knows or ought to reasonably know what would cause the worker to be humiliated or intimidated. Personal harassment may include: Verbal or written abuse or threats; insulting, derogatory or degrading comments jokes or gestures; person ridicule or malicious gossip; unjustifiable interference with another's work or sabotage; refusing to work or co-operate with others; interference with or vandalizing personal property.
- 4) Constitutes a threat to the health or safety of the worker.
- 5) During the normal course of events, managing and coaching that includes **counselling, performance appraisal, work assignment, and disciplinary action is not a form of harassment.**

b) **Procedure for Reporting Harassment**

If an employee believes that she/he has been harassed, an employee should:

i) Tell the alleged harasser to stop;

ii) Document the event(s) complete with the time, date, location, names of witnesses and details for each event.

If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should immediately report verbally or in writing the harassment to an appropriate out of scope management representative. Upon receipt of any verbal or written complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint.

The Employer agrees that no employee shall be disciplined or suffer any adverse consequences as a result of having submitted either a verbal or written complaint of harassment in good faith.

17.09 Time Lost due to Quarantine or Exposure

Employees who are quarantined by the Medical Health Officer or other competent authority or prohibited from working by the Employer or the Medical Health Officer as a result of a Public Health or Emergency order shall have access to sick leave, vacation time and any other available banked time during the period of quarantine. In certain circumstances an advance of unearned sick leave or vacation credits up to a maximum of 5 (five) days may be considered.

17.10 Policy Regarding Violence in the Workplace

The Employer agrees that employees have a right to a workplace free from violence or the threat of violence and acknowledges its obligation to take all reasonable precautions to prevent violence and to address the causal factors of violence in the workplace.

To that end the Employer, in concert with the ~~Union and the~~ Occupational Health and Safety Committee, shall produce a policy regarding violence in the workplace which shall, at a minimum, address the following:

a) Definition of Violence

Violence is the attempted, threatened or actual conduct of a person that causes or is likely to cause an injury. This includes any threatening statement or behaviour that gives an employee reasonable cause to believe the employee is at the risk of an injury.

b) Violence Policies and Procedures

In compliance with *The Saskatchewan Employment Act* and The Occupational Health and Safety provisions therein the Employer will ensure the policy addresses the prevention of violence, the management of violent situations, the elimination of the causal factors of violence and that support is provided to employees who have faced violence.

c) Posting of Policies

The policies and procedures shall be part of the Employer's policy manual and shall be posted or made available in a place accessible to all employees.

17.11 Needle Safety

Timely and effective medical attention shall be provided immediately to any worker who receives a skin piercing sharps injury, including post exposure evaluation and follow-up. All medical treatment for this injury will be at one hundred per cent (100%), the cost to the Employer.

17.12 Whistleblower Protection

An employee will not be penalized, harassed or disciplined for bringing forward, in good faith, an alleged wrongdoing to the Employer and/or any lawful authority either directly or through the Union.

17.13 Employee Personnel Files

An employee shall be able to review their personnel file:

- i) An employee shall request access through their direct supervisor for a mutually agreed to time within seven (7) days of such request.
- ii) The Union shall have access to an employee's file on the employee's written authorization.
- iii) The employee or Union Representative is permitted to make notes or copies from the file, but the file cannot be removed from the office.
- iv) The Supervisor, or their designate, shall remain in the room during review of the file.
- v) Any proven errors or inaccuracies on an employee's file shall be removed upon request of the employee.

- vi) At the employee's request, any adverse report will be reviewed after one (1) year and will be physically removed from the personnel file if all performance expectations have been addressed.

17.14 Payment of Wages

Wages shall be paid bi-weekly. In no event will an employee's pay be withheld as a result of failure to submit payroll documentation in a timely manner.

ARTICLE 18 - PROGRESSIVE DISCIPLINE

18.01 Employee Rights

No employee shall be disciplined without just cause and without being apprised prior to any disciplinary meeting of the issue and the employee's right to have a Union Representative **accompany them at any stage of the disciplinary process. In the event that Union representation is requested no steps shall be taken other than in the presence of a Union representative.** It is recommended that every effort be made to "coach" an employee prior to initiating a disciplinary progression.

18.02 Disciplinary Progression

Progressive discipline is a process through which an Employer notifies employees of unacceptable conduct and provides them with appropriate direction and an adequate opportunity to correct their behaviour.

It is based on the principle that more serious offences warrant more serious penalties.

It is also based on the principle that less serious offences, when repeated, may justify more serious penalties. In short, it is a notification mechanism which emphasizes rehabilitation.

Progressive discipline must provide due process and equal treatment.

The Employer agrees to follow a reasonable and timely process of progressive discipline when dealing with a performance issue.

The Union may grieve the Employer's action, as per Article 15.

A copy of a document placed on an employee's file which is the basis for discipline shall be supplied to the employee, with a copy to the SEIU-West Union Representative. The employee's reply to such document shall also become a part of the employee's file.

Documentation referred to above that is not related to a disciplinary suspension shall become void after twelve (12) months, unless there have been subsequent documented incidents of a similar nature. Documentation that is related to a disciplinary suspension shall become void after twenty-four (24) months, unless there have been subsequent

documented incidents of a similar nature. At the employee's request, information pertaining to a disciplinary incident that has expired according to the above parameters will be removed from their personnel file.

ARTICLE 19 – TECHNOLOGICAL OR ORGANIZATIONAL CHANGE

19.01 Technological Change

Technological change means the introduction by the Employer into the Employer's work, undertaking or business of equipment or material of a different nature or kind than previously utilized by the Employer in the operation of the work, undertaking or business or a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of the equipment or material.

19.02 Organizational Change

Organizational change means the removal or relocation outside of the bargaining unit by the Employer of any part of the Employer's work, undertaking or business.

19.03 Negotiation

If, as a result of the Employer introducing new equipment, changes in operating methods, dissolution of departments or facility closure, certain job classifications will no longer be required and/or new job classifications will be introduced, the Employer shall notify the Union no less than three (3) months in advance of instituting such changes which will cause dislocation, reduction or demotion of the existing workforce. It is the agreed intention of the Employer and the Union to work together to reduce any adverse effects of significant technological changes as defined above.

- a) By mutual agreement of the Employer and the Union, the above time limits may be adjusted to suit the individual circumstances;
- b) Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article;
- c) During the implementation and transition period, affected employees will maintain their wage level;
- d) All new job titles that would be covered under this Agreement and applicable rates of pay shall be negotiated between the parties;
- e) All new positions created as a result of technological or organizational change will be posted under the terms of the current Agreement;
- f) An employee whose work is significantly affected by technological or organizational change shall be given the opportunity to take training as determined by the

Employer, and at the Employer's expense, to enable the employee to carry out the duties of the changed job provided reasonable training would result in the employee's skills meeting the requirements of the job. Such training will be provided at the employee's regular rate of pay.

When the Employer determines that reasonable training did not result in employee skills meeting the requirements of the job or at the employee's request, the employee shall be laid off in accordance with Article 7.

- g) If application of this Article requires a reduction in the workforce, such reduction will be carried out under the terms of this Agreement.

APPENDIX I

Schedule A: Wages

APPENDIX I

Schedule A: Wages

Grid Effective July 1, 2021

Grid for Full-Time and Casual Staff

	1	2	3	4	5	6
Housing Crisis Counsellor	\$21.04	\$21.63	\$22.30	\$22.96	\$23.66	\$24.38
Youth Crisis Counsellor	\$21.04	\$21.63	\$22.30	\$22.96	\$23.66	\$24.38
Program Coordinator	\$21.89	\$22.52	\$23.21	\$23.91	\$24.62	\$25.36
Outreach Worker	\$22.74	\$23.41	\$24.11	\$24.84	\$25.58	\$26.36
Nutrition Coach	\$19.74	\$20.32	\$20.93	\$21.57	\$22.22	\$22.88
Housekeeper	\$13.16	\$13.60	\$14.11	\$14.68	\$15.28	\$15.77
Childcare ECE I	\$15.97	\$16.59	\$17.22	\$17.86	\$18.31	\$18.75
Childcare ECE II	\$16.75	\$17.38	\$18.04	\$18.73	\$19.18	\$19.60
Childcare ECE III	\$17.53	\$18.20	\$18.88	\$19.58	\$20.05	\$20.50
Daycare Cook	\$13.06	\$13.69	\$14.28	\$14.88	\$15.26	\$15.62
E & L Counsellor I	\$21.04	\$21.63	\$22.30	\$22.96	\$23.66	\$24.38
E & L Counsellor II	\$21.89	\$22.52	\$23.21	\$23.91	\$24.62	\$25.36
Customer Service	\$14.18	\$14.49	\$14.79	\$15.17	\$15.53	\$16.01
Administrative Assistant	\$15.25	\$15.76	\$16.23	\$16.71	\$17.19	\$17.73
Administrative Assistant and Scheduling Coordinator	\$16.21	\$16.70	\$17.19	\$17.72	\$18.25	\$18.79
Bookkeeper	\$15.54	\$16.31	\$17.07	\$17.82	\$18.27	\$18.75
Childminding/Daycare Casual	\$13.36	\$13.81	\$14.27			

Grid Effective July 1, 2021

Grid for Other-Than-Full-Time (Excluding Casuals)

	1	2	2.5	3	3.5	4	4.5	5	5.5	6
Housing Crisis Counsellor	\$21.04	\$21.63	\$21.97	\$22.30	\$22.63	\$22.96	\$23.32	\$23.66	\$24.02	\$24.38
Youth Crisis Counsellor	\$21.04	\$21.63	\$21.97	\$22.30	\$22.63	\$22.96	\$23.32	\$23.66	\$24.02	\$24.38
Program Coordinator	\$21.89	\$22.52	\$22.87	\$23.21	\$23.56	\$23.91	\$24.28	\$24.62	\$24.99	\$25.36
Outreach Worker	\$22.74	\$23.41	\$23.77	\$24.11	\$24.48	\$24.84	\$25.21	\$25.58	\$25.97	\$26.36
Nutrition Coach	\$19.74	\$20.32	\$20.62	\$20.93	\$21.26	\$21.57	\$21.90	\$22.22	\$22.54	\$22.88
Housekeeper	\$13.16	\$13.60	\$13.85	\$14.11	\$14.39	\$14.68	\$14.97	\$15.28	\$15.52	\$15.77
Childcare ECE I	\$15.97	\$16.59	\$16.90	\$17.22	\$17.54	\$17.86	\$18.08	\$18.31	\$18.52	\$18.75
Childcare ECE II	\$16.75	\$17.38	\$17.72	\$18.04	\$18.39	\$18.73	\$18.95	\$19.18	\$19.39	\$19.60
Childcare ECE III	\$17.53	\$18.20	\$18.53	\$18.88	\$19.23	\$19.58	\$19.82	\$20.05	\$20.28	\$20.50
Daycare Cook	\$13.06	\$13.69	\$13.98	\$14.28	\$14.59	\$14.88	\$15.08	\$15.26	\$15.43	\$15.62
E & L Counsellor I	\$21.04	\$21.63	\$21.97	\$22.30	\$22.63	\$22.96	\$23.32	\$23.66	\$24.02	\$24.38
E & L Counsellor II	\$21.89	\$22.52	\$22.87	\$23.21	\$23.56	\$23.91	\$24.28	\$24.62	\$24.99	\$25.36
Customer Service	\$14.18	\$14.49	\$14.64	\$14.79	\$14.97	\$15.17	\$15.35	\$15.53	\$15.77	\$16.01
Administrative Assistant	\$15.25	\$15.76	\$15.99	\$16.23	\$16.47	\$16.71	\$16.95	\$17.19	\$17.46	\$17.73
Bookkeeper	\$15.54	\$16.31	\$16.69	\$17.07	\$17.45	\$17.82	\$18.04	\$18.27	\$18.51	\$18.75

Wage Schedule: All steps are based on the completion of 1820 **seniority** hours in **any** classification **and as provided in Article 8.05**.

Long Service Premiums

- An additional \$0.10 per hour after five (5) **calendar** years of service.
- An additional \$0.15 per hour after ten (10) **calendar** years of service.
- An additional \$0.20 per hour after fifteen (15) **calendar** years of service.
- An additional \$0.40 per hour after twenty (20) **calendar** years of service.
- An additional \$0.50 per hour after twenty-five (25) **calendar** years of service.

Example: An employee with twenty (20) **calendar** years of service would receive \$0.85 per hour

Christmas Bonus:

One hundred **and fifty** dollars (**\$150.00**) paid to each employee who has **accrued** a minimum of five hundred and twenty (520) **seniority** hours **and have been actively at work at any time during** the twelve (12) month period (calculated from December 1st **of the previous year** to November 30th **of the year in which the bonus is payable**).

Year End Bonus:

Employees who have reached the top of their wage scale will be eligible for a one hundred **and fifty dollars (\$150.00)** bonus if the Employer's draft financials statements indicate there is a surplus at year end.

COVID-19 Recognition Bonus to be paid upon ratification of the agreement in the following amounts **for hours of seniority in the 52 week period preceding the date of ratification. Eligible Employees shall include all employees on staff at or after the 1st of January 2021:**

Seniority Hours	Amount
1950 hours or greater	\$250.00
Between 1040 and 1950 hours	\$150.00
less than 1040 hours	\$100.00

APPENDIX II - UNION VACATION CREDITS

1st year	15 days
2nd year	15 days
3rd year	16 days
4th year	18 days
5th year	19 days
6th year	20 days
7th year	21 days
8th year	22 days
9th year	23 days
10th year	24 days
11th year	25 days
12th year	26 days
13th year	27 days
14th year	29 days
15th subsequent years	30 days maximum

LETTER OF UNDERSTANDING
BETWEEN
YWCA SASKATOON INC.
AND
SEIU-West

RE: Wage Re-Opener

It is agreed that, in the event that a salary adjustment is approved by a federal or provincial funding agency to YWCA Saskatoon **Inc.**, that exceeds **one** per cent (**1%**) during the life of this Collective Agreement, such additional funding will be open to negotiations between the parties.

Signed on Behalf of
YWCA Saskatoon **Inc.**

Signed on Behalf of the
SEIU-West

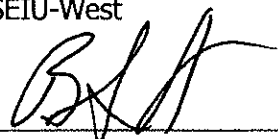
DATED THIS 22 DAY OF July A.D. 2022.

Signed on Behalf of
YWCA Saskatoon Inc.

Signed on Behalf of the
SEIU-West



Cara Bahr
CEO



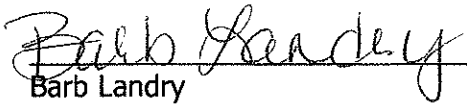
Brandy Senkin-Hiebert
Bargaining Committee



~~Riley Daku~~ **JOSH PION**
Director of Operations



Leanne Gough
Bargaining Committee



Barb Landry
Union Representative



Cam McConnell
Northern Negotiations Officer

LETTER OF UNDERSTANDING
BETWEEN
YWCA SASKATOON INC.
AND
SEIU-West


RE: Parking

The parties agree that during the term of this agreement, weekday daytime parking between the hours of 7:00am and 7:00pm, will be available for two (2) vehicles at no cost to the employees for the use of Crisis Shelter and Residence counsellors.


Two parking passes will be available on a first come first serve basis at the front desk of Fitness on 25th and must be returned at end of shift. Parking passes entitle the employee to park in the main customer lot of the YWCA, excluding 15-minute spots.

DATED THIS 20 DAY OF July A.D. 2022.

Signed on Behalf of
YWCA Saskatoon Inc.

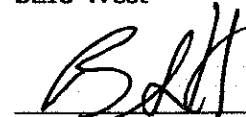


Cara Bahr
CEO




~~Riley Daku~~ **JOHN PION**
Director of Operations

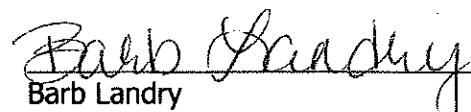
Signed on Behalf of the
SEIU-West



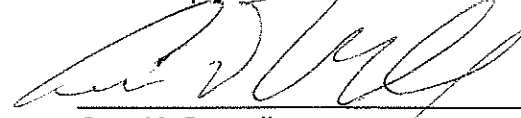
Brandy Senkin-Hiebert
Bargaining Committee



Leanne Gough
Bargaining Committee



Barb Landry
Union Representative



Cam McConnell
Northern Negotiations Officer

Letter of Understanding
Between
SEIU-West and YWCA Saskatoon

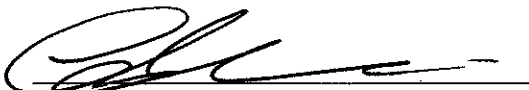
Re: Isolation due to workplace COVID exposures

Employees who are not ill but are quarantined by the Medical Health Officer or prohibited from working by the Employer or the Medical Health Officer as a result of exposure to Covid-19 or any COVID-19 variant as a result of employment with the Employer and pursuant to a public health of public emergency order and unable to report to work and are not eligible for Income Replacement or Workers' Compensation or Employment Insurance benefits shall not suffer any loss of regular pay and benefits or reduction in sick leave credits for a maximum period of ten (10) calendar days.

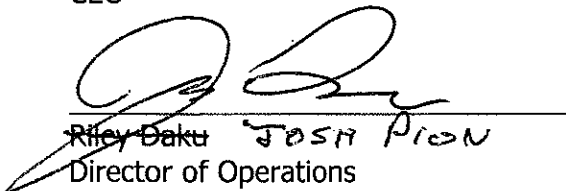
Employees who were quarantined as a result of a workplace exposure and were advised by the Employer or the SHA that isolation was required specifically due to that exposure in the period subsequent to the 30th of June, 2020 and who were obliged to access sick leave benefits shall have such bank restored effective the date of signing of this letter. Employees seeking to have their sick bank restored according to the foregoing must make application to the Employer in writing and provide documentation of the notice(s) referred to above.

DATED THIS 20 DAY OF July A.D. 2022.

Signed on Behalf of
YWCA Saskatoon Inc.

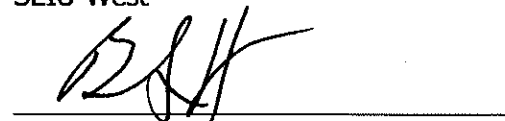


Cara Bahr
CEO

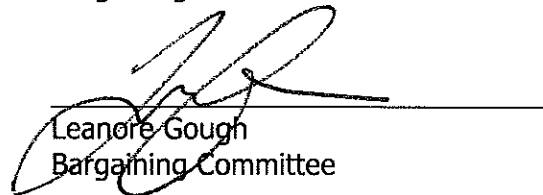


Riley Daku
Director of Operations

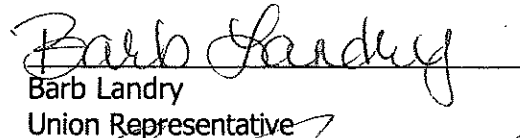
Signed on Behalf of the
SEIU-West



Brandy Senkin-Hiebert
Bargaining Committee



Leandre Gough
Bargaining Committee



Barb Landry
Union Representative



Cam McConnell
Northern Negotiations Officer

LETTER OF UNDERSTANDING

between
SEIU-West
and
YWCA Saskatoon

Re: Recruitment/Retention Adjustment Premiums

The Employer, in consultation with the Union, may implement a Recruitment/Retention Adjustment to any classification when it determines that the implementation of such adjustment is necessary in order to recruit for or to retain employees in that classification, in accordance with the following:

- a) Recruitment/Retention Adjustments are extra to the Schedule "A" rates for affected classification.
- b) Recruitment/Retention Adjustments shall apply to all employees in the affected classification.
- c) All Recruitment/Retention Adjustments shall be reviewed annually on the anniversary date of implementation. Recruitment/Retention Adjustments may be increased, decreased or eliminated as a result of such review and upon agreement of the parties.
- d) If a Recruitment/Retention Adjustment is eliminated or decreased as a result of a review under the provisions of part c), the employee(s) receiving the adjusted rate of pay shall have their rate of pay "Red Circled". Red circled wage rates shall not thereafter increase according to any negotiated general wage increases wage rate until the "Red Circled" rate equals the Schedule "A" rate for that classification, after which the "Red Circled" identifier shall be eliminated and any affected employees shall be paid the Schedule "A" rate.
- e) The Employer must have the Union's agreement in order to implement a Recruitment/Retention Adjustment under this section.
- f) The Union shall not unreasonably withhold its agreement to increase, decrease, eliminate or renew a Recruitment/Retention Adjustment when it is requested to do so by the Employer.
- g) The foregoing processes may be also initiated by either party in order to temporarily address concerns brought forward under the provisions of Article 14.01

DATED THIS 20 DAY OF July A.D. 2022.

Signed on Behalf of
YWCA Saskatoon Inc.

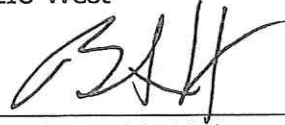


Cara Bahr
CEO



Riley Daku
Director of Operations

Signed on Behalf of the
SEIU-West



Brandy Senkin-Hiebert
Bargaining Committee



Leanne Gough
Bargaining Committee



Barb Landry
Union Representative



Cam McConnell
Northern Negotiations Officer

SIGNING PAGE

In witness whereof the Union has witnessed these presents by the hands of its proper Officers in that behalf and the Employer has hereunto affixed its seal attested to by the hands of its proper Officers in that behalf.

DATED THIS 20 DAY OF July 2022.

Signed on Behalf of
YWCA Saskatoon Inc.



Cara Bahr
CEO



Riley Daku
Director of Operations

Signed on Behalf of the
SEIU-West



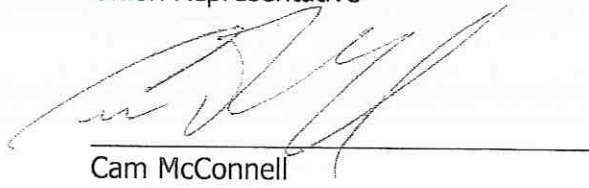
Brandy Senkin-Hiebert
Bargaining Committee



Leanne Gough
Bargaining Committee



Barb Landry
Union Representative



Cam McConnell
Northern Negotiations Officer

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: www.sejuwest.ca.

Calendar for Year 2021 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30	
31																											

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
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23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31				
30	31																										

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30			24	25	26	27	28	29	30	28	29	30											
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Calendar for Year 2022 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9
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23	24	25	26	27	28	29	27	28						27	28	29	30	31			24	25	26	27	28	29	30
30	31																										

May							June							July							August							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
1	2	3	4	5	6	7				1	2	3	4						1	2			1	2	3	4	5	6
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29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				
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September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	3						1			1	2	3	4	5					1	2	3
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
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Calendar for Year 2023 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
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28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		
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September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1	1	2	3	4	5	6	7			1	2	3	4						1	2	
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Calendar for Year 2024 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
														31													

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	4						1		1	2	3	4	5	6					1	2	3
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September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
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29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

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).