

SASKATCHEWAN IMPAIRED

DRIVER TREATMENT CENTRE



COLLECTIVE AGREEMENT

BETWEEN

**SASKATCHEWAN IMPAIRED DRIVER TREATMENT
CENTRE**

AND

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

FOR THE PERIOD OF

APRIL 1, 2021 TO MARCH 31, 2026

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

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This Agreement made in duplicate this 26th day of January 2023

BETWEEN

The Board of Governors of the Saskatchewan Impaired Driver Treatment Centre, hereinafter referred to as the Employer

AND

The SEIU-West.ca, hereinafter referred to as the Union

PREAMBLE

In consideration of the mutual value of joint discussions and negotiations on matters pertaining to Employer/employee relations, the parties agree that the purpose of this Agreement shall be to set forth terms and conditions of employment agreed to between the Employer and the Union relative to rates of pay, hours of work, and other working conditions affecting employees covered by this Agreement; and to promote harmonious relations between the Employer and members of the Union; and to co-operate in promoting efficiency in the operation of the Centre and providing a high quality service to the clients of the Centre.

ARTICLE 1 - DEFINITIONS

- 1.01 "Centre" means the Saskatchewan Impaired Driver Treatment Centre.
- 1.02 "Demotion" is defined as a movement of an employee from a position in one class to a position in another class with a lower maximum rate of pay.
- 1.03 "Director" means the Director of the Saskatchewan Impaired Driver Treatment Centre.
- 1.04 "Full-Time Employee" is an employee who is regularly scheduled to work the full prescribed hours as set out in Article 9.01.
- 1.05 A "casual employee" is an employee who is not regularly scheduled and works in a relief capacity.
- 1.06 A "part-time employee" is an employee who is regularly scheduled to work but works less than the full prescribed hours as set out in Article 9.01.
- 1.07 **Where masculine or feminine pronouns are used in this agreement it shall be understood to refer to all gender identities.**

- 1.08 "Promotion" is defined as the movement of an employee from a position in one classification to a position in another classification with a higher maximum rate of pay.
- 1.09 "Transfer" means the voluntary or involuntary movement of an employee from one position to another position in the same or a different classification with the same maximum rate of pay.
- 1.10 A "temporary employee" is an employee who is **hired from outside the bargaining unit** for a predetermined period of time not to exceed two (2) years **and hundred and nineteen days**. The time limit may be extended by agreement between the Union and the Employer.

ARTICLE 2 - SCOPE

- 2.01 This Agreement shall apply to all employees represented by the Union pursuant to the most recent Certification Order issued by the Saskatchewan Labour Relations Board. Current exclusions are the Director and the Manager: Administration and Operations.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the right of the Employer to manage the Centre and to direct the work force and that the Employer retains all such rights except to the extent expressly restricted or limited by a specific provision of this Collective Agreement.

ARTICLE 4 - RECOGNITION and NEGOTIATION

- 4.01 The Employer agrees to recognize the Union as the sole bargaining agent for the employees covered by this Agreement. The Employer and the Union agree to negotiate the terms and conditions of employment of the employees, including rates of pay, hours of work and other working conditions of the employees.

- 4.02 Union Representatives

Any employee requested to meet with the Employer for the purpose of discipline **or an investigation of a matter that may lead to discipline** shall, prior to the commencement of such meeting, be informed of the nature of such discussion and if the employee wishes such employee shall have a Union Representative present.

If Union representation is refused, the Employer shall provide to the Union a written confirmation of such refusal, with a copy of the document being supplied to the employee.

4.03 No Individual Agreements

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

4.04 Joint Communication Committee

A joint Union-Management Committee will meet at the request of either party, to discuss issues and concerns. The purpose of the Committee is to promote open communication and joint problem solving. Provided that an agenda will be forwarded by the party requesting the meeting.

Employees shall suffer no loss of wages for their attendance at this meeting.

4.05 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency or instruction.

4.06 Progressive Discipline

No employee shall be disciplined without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Employer agrees dependant upon the seriousness of the incident(s) to use a process of Progressive Discipline.

- a) A copy of **any disciplinary** document placed on an employee's file shall be supplied to the employee, with a copy to SEIU-West Saskatoon Office;
- b) The employee's reply to such document shall also become a part of the employee's file;
- c) Documentation referred to in a) shall become void after two (2) years, unless there have been subsequent documented disciplinary **actions during that two year period. Documentation pertaining to a disciplinary suspension shall become void after four (4) years unless there has been a subsequent documented incident of a similar nature.**

ARTICLE 5 - UNION SECURITY

5.01 Membership

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

5.02 Dues Check-Off

The Employer shall deduct initiation fees, assessments and monthly dues from the gross earnings of each employee in accordance with the procedure designated by the Union. Such deduction shall be assessed from the date of employment and remitted to the person designated by the Union on or before the fifteenth (15th) day of the month following the month in which the deductions were made accompanied by a list of names, changes in address, gross earnings and the amounts deducted together with their employment status (e.g., full-time, part-time, casual) their classification, their home department, their job status data (active, leave of absence, WCB, etc.), their hourly rate, the actual hours paid in each reported period. The Union agrees to provide the Centre not less than thirty (30) calendar days notice in advance of any changes in monthly dues or fees or any assessment levied on its entire membership.

5.03 Dues Authorization

The Union shall furnish the Employer with Application for Membership and Dues Authorization cards. The Employer agrees to have new employees sign the Application for Membership and Dues Authorization cards upon commencement of employment.

5.04 Dues Receipts

The Employer agrees to show all Union dues paid on the employee's income tax (T-4) slip.

5.05 Copies of the Agreement

Within thirty (30) days of commencement of employment the employees' immediate Supervisor shall introduce the new employee to the Union Steward or Representative. The Steward or Representative will provide the employee with a copy of the Collective Agreement.

ARTICLE 6 - VACANCIES AND NEW POSITIONS

6.01 Job Posting

- a) When a vacancy occurs or a new position is created, inside the bargaining unit, the Employer shall post the vacancy on the bulletin board for seven (7) calendar days. Copies of all such postings shall be forwarded to the SEIU-West Saskatoon Office and when the appointment has been made the Union shall be notified of the appointee's name and the job classification.
- b) Where the Employer identifies a difficulty in recruiting, a simultaneous posting in and out of service will be initiated.
- c) An employee who will be absent from the workplace may make written application for any anticipated postings. Such request shall remain in effect for thirty (30) calendar days. Upon request employees shall receive email notification of new postings.

6.02 Information on Posting

Job postings shall include title, rate of pay, status, closing date, number of hours and shifts per four (4) week schedule for part-time employees, qualifications required and the job description. Normal hours of work shall also be identified but it is recognized these may be subject to change.

The Employer shall be bound by the terms of the posting in filling the position so posted. Successful candidates shall be provided a letter of appointment that, at a minimum, shall contain the information in the posting.

6.03 Role of Seniority on Promotions and Transfers

Vacancies or new positions shall be filled on the basis of seniority provided that the applicant possesses the necessary qualifications required to fill the position. Both parties recognize that job opportunity should increase in proportion to length of service.

- a) Where an applicant(s) of the bargaining unit possesses the required

qualifications as described in the job posting, the most senior employee applicant shall be appointed to the position.

- b) Where no employee applicant possesses the required qualifications The Employer may select from external applicants who possess the required qualifications as described in the job posting.
- c) Should the Employer be unsuccessful in obtaining applicants with the required qualifications and the Employer intends to change the qualifications from those stated in the posting, the Employer shall repost the position describing the new required qualifications and fill the position in accordance with this Article.

6.04 Performing Duties of a Higher Paid Classification

An employee temporarily assigned to perform duties of a higher paid classification within the bargaining unit shall be advanced in the higher pay grade to that step in the wage scale which is next higher than the current wage rate, for all hours so worked in the higher paid classification.

6.05 Performing Duties of a Lower Paid Classification

An employee temporarily assigned to perform the duties of a lower paid classification shall not suffer any reduction in hourly rate of pay.

6.06 a) New Classifications

If, during the term of this Agreement, the Employer establishes a new classification, the parties will bargain collectively for its scope and, if in scope, for its rate of pay. Should agreement not be reached as to the rate of pay the matter may be referred to arbitration. In the latter event, the Employer may proceed to fill the vacancy and the arbitration award shall be applied retroactively.

b) Reclassifications

Significant changes to the content or qualifications of any existing classification or position, shall be subject to negotiation for the appropriate title and rate of pay. Should agreement not be reached as to the rate of pay the matter may be referred to arbitration, as per article 6.06 (a).

6.07 Pay Upon Demotion

When an employee is demoted, the employee's increment date shall not change, but the rate of pay shall be reduced to the rate of pay in the new classification which is

next below the employee's present rate of pay.

6.08 Pay Upon Promotion

The hourly rate of pay of an employee promoted shall be advanced to that wage scale which is next higher than the current hourly rate of the employee.

6.09 Temporary Vacancies

Temporary vacancies of twelve (12) weeks or more shall be posted and filled in accordance with Article 6.01 and 6.02.

- a) Employees shall be entitled to bid on such vacancy by completing a written application.
- b) Appointment shall be made of the applicant with the greatest seniority who is qualified and capable of performing the required work.
- c) When the temporary assignment is completed, the employee shall be returned to **their** former position **without loss of seniority and at their former rate of pay**.
- d) Should the employee creating the temporary vacancy return prior to the expected return date or the position becomes redundant, the employee filling the temporary vacancy shall be returned to her former position.
- e) Should the temporary vacancy subsequently become a permanent position it shall be posted and filled in accordance with the provisions of Article 6.
- f) The provisions of Article 9.02 shall not apply when employees are moving into or out of the temporary vacancy.
- g) If, as a result of the posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be hired for the specific period of the vacancy. The term of employment may be extended by mutual agreement between the Union and Employer.
- h) No temporary vacancy shall exceed 2 years and 119 days unless mutually agreed otherwise by the parties.

ARTICLE 7 - PROBATION PERIOD

7.01 Probation Period

Newly hired full-time Employees shall be on probation for six (6) calendar months following the date of hire, **and newly hired part-time employees shall be on probation for their first 640 hours worked.** Newly hired casual employees shall be on probation for 480 hours worked. During the probation period employees shall be entitled to all rights and benefits of this Agreement except with respect to discharge for reasons of unsuitability. The Union shall be notified of all such dismissals. Should an employee transfer to a different position while still a probationary employee, the employee's probationary period and trial period shall be served concurrently. **Probationary employees shall not be able to exercise seniority while on probation. However, seniority from the date of hire shall be reinstated upon successful completion of the probationary period.**

7.02 Trial Period

An employee who is promoted, transferred into a different classification, or demoted shall be allowed a trial period in the new position for four hundred and eighty (480) hours. An employee's trial period may be extended up to an additional four hundred and eighty (480) hours with agreement of the parties. The employee shall be confirmed in the new position after the trial period. In the event the successful applicant is unsatisfactory in the new 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 and 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 and without loss of seniority. If the position no longer exists the employee shall be considered to be laid off according to Article 14.

7.03 During probationary periods and trial periods the Employer shall meet with employees to advise of any deficiencies. Adequate time to make improvements shall be provided.

ARTICLE 8 - SENIORITY

8.01 Total seniority shall be the number of hours **of** service within the scope of this Agreement and shall be calculated to include:

- a) all paid hours (including paid leaves) exclusive of overtime hours;

- b) any unpaid leaves authorized by the Employer of up to a maximum of **eighty (80)** hours annually;
- c) leave while receiving benefits under *The Workers' Compensation Act* or adjudicated third party insurance claims;
- d) union leave;
- e) maternity leave;
- f) paternity leave;
- g) adoption leave;
- h) time off while receiving benefits under the Disability Income Plan and or Employment Insurance sick leave benefits and or unpaid medical leave.
- i) education leave;
- j) compassionate care leave;
- k) pressing necessity leave;

During any leave of absence cited above other-than-fulltime employees, shall accrue **seniority** in accordance with the following formula:

$$\frac{\text{Paid hours in previous 52 weeks}}{52} = \text{Seniority hours per week of leave}$$

8.02 Maintenance of Seniority

Subject to Article 8.01 and 8.03 of this Agreement, an employee shall maintain accumulated seniority.

8.03 Loss of Seniority

An employee shall only lose seniority in the event the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns in writing and does not withdraw such resignation within three (3) working days;

- c) fails to return to work immediately following the termination of leave of absence or within ten days of notification by the Employer to return to work following a lay-off, unless, in either case, the employee can show a reason satisfactory to the Employer for failure to report to work;
- d) is laid-off for a period longer than twenty-four (24) calendar months;
- e) is on casual status and does not work for a period of ninety (90) calendar days from the last shift worked, exclusive of approved leaves of absence. In the event that an employee has not been called to be offered work within the ninety (90) day period the employee shall retain seniority;
- f) retires from the employ of the Employer;
- g) accepts a permanent out-of-scope position.

8.04 Seniority List

The Employer agrees to post a seniority list quarterly beginning on April 1st each year, such list to include the accrued seniority of each employee up to the last day of the preceding month. Upon proof of error, the Employer shall immediately revise the seniority list. A copy of the seniority list and revisions thereto shall be forwarded to the SEIU-West Saskatoon Office simultaneously.

8.05 Seniority during Probation

Seniority shall not apply during the initial probation period, however, once the probation period has been completed seniority shall be credited from the last date of employment.

ARTICLE 9 - HOURS OF WORK, OVERTIME AND PREMIUMS

9.01 Hours of Work

1. Full-Time Employees

- a) Counsellors and Cooks Hours of work shall not exceed seven and one-half (7½) hours per day and/or thirty-seven and one-half (37½) hours per week without the payment of overtime.
- b) Attendant, Maintenance and Janitor Hours of work shall not exceed eight (8) hours per day and/or forty (40) hours per week without the payment of overtime.

2. Other-Than-Full-Time

- a) Counsellors and Cooks Hours of work shall not exceed seven and one-half (7½) hours per day and/or seventy-five (75) hours in a two week period, without the payment of overtime.
- b) Maintenance and Janitor Hours of work shall not exceed eight (8) hours per day and/or eighty (80) hours in two weeks, without the payment of overtime.

c) Attendants

Hours of work shall not exceed eight (8) hours per day and /or one hundred and sixty (160) hours per four week period, without the payment of overtime.

- d) Other-than-full-time Attendants, Maintenance and Janitors may be scheduled to work twelve (12) hour shifts on the weekend. Employees who work these twelve (12) hour shifts shall not exceed twelve (12) hours a day and/or one hundred and sixty (160) hours in a four (4) week period, without the payment of overtime. For the purposes of Article 9.01 2.d) only, the weekend will be defined as Saturday 8:00 a.m. to Monday 8:00 a.m.

- See Appendix B for adjustments to sick leave credits, vacation leave credits and Statutory Holidays.

- 3. Other-than-full-time employee's who work in more than one (1) classifications shall not be paid at overtime rates unless their accumulated hours of work exceed one hundred and sixty (160) in the prescribed four week period.

However, overtime, as per Article 9.05, shall be paid when daily maximum hours in the classification in which the employee is working are exceeded.

9.02 Work Schedules

Wherever possible:

- a) Work schedules shall be confirmed and posted not less than fourteen (14) calendar days in advance of the schedule taking effect.
- b) Subject to the approval of the Employer, deviation from the posted schedule, which results from employees trading shifts with other qualified employees, shall not be subject to the overtime provisions. **Requests for shift trades**

must be submitted at least seven (7) days in advance. Approval shall not be unreasonably denied.

- c) When an employee is required to change his shift from the confirmed and posted schedule as a result of an Employer directive the employee shall be paid overtime at the appropriate overtime rate for the entire shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the overtime shall only be paid for the first three shifts so changed.
- d) For the 12:00 a.m. to 8:00 a.m. shift, the Employer may assign an Attendant or Janitorial Worker as the second worker on shift.
- e) By mutual consent between the Employer, the Union and the employees affected, an extended shift agreement may be negotiated supplementary to this Agreement.

9.03 Rest Periods

- a) Employees who work more than three (3) hours but not more than four (4) hours shall receive one fifteen (15) minute rest period.
- b) Employees who work more than four (4) hours shall receive two (2) fifteen (15) minute rest periods.

The time of the rest period shall be scheduled by the Employer. Every effort will be made to grant such periods midway between each half shift.

9.04 Meal Periods

An unpaid meal period of one-half ($\frac{1}{2}$) hour shall be scheduled during the employee's shift. Attendants, Janitorial and Maintenance Workers shall be scheduled for a one-half ($\frac{1}{2}$) hour paid meal break.

9.05 Overtime

Payment for authorized overtime worked shall be made at one and one-half ($1 \frac{1}{2}$) times the employee's hourly rate for the first four hours and double (2) times thereafter.

9.06 Overtime on Days Off

An employee required to work on his regularly scheduled day of rest shall be paid at

the rate of one and one-half (1½) times the employee's hourly rate for the first four hours so worked and double (2) time for all hours worked above four on that day on the first day of rest. All hours worked on the second day of rest, providing days of rest are consecutive, shall be paid for at two (2) times the employee's regular hourly rate of pay.

9.07 Time Off In Lieu of Overtime

By mutual agreement between the Employer and the employee, the employee may accumulate credits for time off to a maximum of five (5) days calculated at the appropriate overtime rate, in lieu of overtime pay. Such credits may be drawn upon to such extent and at such times as may be agreed upon between the Employer and the employee.

Time in lieu credits not taken by March 31st of each year shall be paid to the employee.

9.08 Call-back

An employee called back to work by the Employer after completing his regular shift and having left his place of work shall be paid for a minimum of three hours at a rate of time and one-half (1½) the employee's regular hourly rate, provided that if such employee is called back a second time within three hours of the original call-back the employee shall not be paid an additional amount for such call-back.

9.09 Reporting Pay Guarantee

An employee required to report to work for a scheduled shift, as relief hours or meetings as required by the employer and there is no work or less than three (3) hours work available shall be paid a minimum of three (3) hours at her regular rate of pay or appropriate rates of overtime pay whichever is applicable.

9.10 Transportation Allowance

When an employee is called back to work outside normal hours of work, and is required by the Employer to use their own vehicle or when an employee is requested to use his own vehicle for the Employer's business, she shall be paid at the rate as established by the Saskatchewan Public Service Commission with a minimum of five (\$5.00) dollars per round trip. Rates shall be posted at the Centre.

9.11 Conversion formula for hourly rates (effective date of signing):

8 hour day: Monthly Salary X 12

7.5 hour day: $\frac{\text{Monthly Salary X 12}}{1950}$

9.12 Shift Differential

In addition to regular rates of pay, a shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid for all hours worked between the hours of 6:00 p.m. and 7:00 a.m. Shift differential shall not be part of basic wage rates and shall not be paid for any hours worked for which overtime rates are being paid.

9.13 Additional Work for Part-Time Employees

The Employer and the Union agree that the opportunity to work additional hours for part-time employees should increase with the length of seniority. When part-time employees agree to work additional shifts that are outside their regularly assigned schedule it shall not be construed as a change of shift or as eligibility for overtime payments unless that employee works more than the normal full-time hours as set out in Article 9.01.

- a) It is understood that such additional hours shall be offered only to the extent that they will not incur any additional costs to the Employer as set out in Article 9.02.
- b) The call-in list shall be updated every three (3) month period using the seniority list available in that same three (3) month period.
- c) The call-in list shall be updated every three (3) month period, January 15th, April 15th, July 15th, and October 15th, using the seniority list available in that same three (3) month period. A copy shall be provided to the SEIU-West Saskatoon Office.

9.14 Relief Assignment Definition

Relief assignments shall be defined as work that becomes available and which, under the terms of this Agreement, does not require posting. Employees shall be assigned to relief assignment on the basis of seniority provided they have the qualifications to perform the work as follows:

- a) first part time employees within the classification;
- b) second, casual employees.

An employee who is a part time employee within one classification may work as a casual employee within another classification.

9.15 Employment of Full-Time or Part-Time Employees

It is the intent of the Employer, that insofar as the efficient operation of the facility is concerned, the Employer will employ as many full-time, then part-time employees as is reasonably possible. The use of casuals shall be kept to a minimum.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 For the purpose of this Agreement the following shall be considered Statutory Holidays:

New Year's Day	First Monday in August
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
December 27 th	Boxing Day

In the event that the Unionized Employees of the Government of Saskatchewan as represented by the Public Service Commission receive a thirteenth (13th) statutory holiday during the life of this agreement, a thirteenth (13th) statutory holiday shall be given to the Employees of this bargaining unit. The parties agree to negotiate the day on which the thirteenth (13th) statutory holiday will be taken.

10.02 Except under extenuating circumstances an employee shall have at least Christmas or New Year's Day off.

10.03 Statutory Holiday Compensation – Full Time Employees

a) Working on a Statutory Holiday

Full Time employees required to work on any of the holidays referred to in 10.01 shall be paid at the rate of time and one-half (1½) their regular rate of pay plus time off with pay equal to the regular hours worked at a mutually agreed time within four (4) weeks before or after the week in which the holiday occurs.

b) Statutory Holidays on Scheduled Days Off

Where a Statutory Holiday falls on a **full time** employee's regular or scheduled day(s) off or during the employee's annual vacation period such employee shall receive another day or day(s) off with pay in lieu thereof. Such time off to be taken at a mutually agreed time within that four (4) week period before or after in which the holiday occurs.

10.04 Statutory Holiday Compensation – Part time and Casual Employees:

- a) **Part time and Casual employees** who do not work on a Statutory Holiday shall receive Statutory Holiday pay in accordance with the following formula:

$$\frac{\text{Number of eligible hours for entitlement in the immediately preceding four (4) week period}}{20} \times \text{Employee's Hourly Rate} = \text{Statutory Holiday Pay}$$

- b) **Part time and Casual employees** who work on a Statutory Holiday shall be paid at the rate of one and one-half (1½) the regular rate plus Statutory Holiday pay in accordance with the formula above.

Eligible hours for entitlement shall include paid hours plus other unpaid leaves as specified in this Agreement.

ARTICLE 11 - VACATIONS

11.01 Vacation Year

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

11.02 Adjusted Anniversary Date

"Adjusted anniversary date" means:

- a) In the case of an employee whose employment commences between the first (1st) and the fifteenth (15th) day, inclusive, of any month, the first day of the calendar month;
- b) In the case of an employee whose employment commences between the

sixteenth (16th) day and the last day of the month inclusive, the first day of the following calendar month;

11.03 **Vacation Accrual**

- a) During the first (1st) vacation year of employment an employee shall earn vacation leave with pay at the rate of one and one-quarter ($1 \frac{1}{4}$) days for each completed calendar month of service. Such leave may be taken in part or in whole only after it has been earned, subject to Article 11.03.
- b) Subject to Article 11.03
 - i) during the first (1st) complete vacation year following that in which an employee commences employment, up to and including the seventh (7th), an employee shall be entitled to take three (3) weeks vacation with pay. Such leave shall be earned on the basis of one and one-quarter ($1 \frac{1}{4}$) days for each completed calendar month of service.
 - ii) Effective on the employee's eighth (8th) adjusted anniversary date, she/he shall earn one and two thirds ($1 \frac{2}{3}$) days of vacation per month worked and shall be entitled to access the vacation earned prior to the start of the next vacation year. During the following vacation year and subsequent vacation years up to and including the fourteenth (14th) vacation year, the employee shall be entitled to take four (4) weeks vacation with pay.
 - iii) Effective on the employee's fifteenth (15th) adjusted anniversary date, she/he shall earn two and one twelfth ($2 \frac{1}{12}$) days of vacation per month worked and shall be entitled to access the vacation earned prior to the start of the next vacation year. During the following vacation year and subsequent vacation years up to and including the nineteenth (19th) vacation year an employee shall be entitled to take five (5) weeks vacation with pay.
 - iv) Effective on the employee's twentieth (20th) adjusted anniversary date, she/he shall earn two and one half ($2 \frac{1}{2}$) days of vacation per month worked and shall be entitled to access the vacation earned prior to the start of the next vacation year. During the subsequent vacation years, an employee shall be entitled to take six (6) weeks vacation with pay.

11.04 An employee leaving the service of the Employer who has been granted more vacation leave than is due him shall have such overpayment deducted from any monies owing him by the Employer, calculated on the basis of salary in effect at the

date of termination.

11.05 Vacation Pay

- a) Vacation credits shall be paid out at the employee's current rate of pay;
- b) Employees shall receive vacation pay on regular pay days while on vacation.
- c) Other-than-full-time employees are entitled to a vacation period of three (3), four (4), five (5) or six (6) weeks based on their calendar years of service and shall be paid at the rate of 3/52, 4/52, 5/52, or 6/52 of their yearly gross earnings. Employees shall have the option to bank or have their vacation pay attached to their pay cheques. If banked, employees shall have the option of receiving vacation pay at the time of their vacation. Option to bank or receive payouts must be made by April 15th each year and remain in effect until March 31st of the following year. All unused pay shall be paid out on March 31st of each year.

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

11.07 Choice of Vacation Date

Annual vacation time shall be regulated on a mutually agreed basis. In case of disagreement, seniority shall govern within the department. However, employees who do not request vacation time before March 31st of each year shall forfeit their right to use seniority. Disputes after this date shall be governed on a first-come, first-serve basis.

The Employer shall post a vacation schedule for each department no later than April 15th of each year. Such schedules shall be left open for alteration for two (2) weeks.

Upon mutual agreement between the Employer and employee, employees may carry over one (1) week to the next vacation year. In exceptional circumstances additional carry overs may be agreed in consultation with the Union.

In cases where employees request vacation after March 31st the employer will respond within seven (7) days.

ARTICLE 12 - SICK LEAVE

12.01 Definition of Sick Leave

"Sick Leave" means the period of time an employee is absent by virtue of being sick or disabled, or because of an accident not covered by Worker's Compensation during a period he would otherwise be scheduled to work.

Sick leave will not be paid where an employee is in receipt of income replacement benefits under The Automobile Accident Insurance Act except that any difference between such benefits and the employee's regular net pay shall be paid to the employee from the employee's accumulated sick leave credits, provided that the credits are available for use, for a period not to exceed one (1) year from the date of the accident.

12.02 Notice of Illness

Every employee who will be absent from duty on account of sickness or injury, shall notify the Director/Designate as soon as possible prior to the commencement of the scheduled shift. No employee shall be entitled to benefits for time previous to such notification unless the delay can be shown to have been unavoidable.

12.03 a) Accumulation of Sick Leave Credits

Sick leave credits shall be earned on the basis of one and one-quarter (1¼) days per completed calendar month of service to a maximum of one hundred and twenty (120) working days.

Sick leave credits for all other employees shall be calculated as follows:

$$\frac{\text{Number of Hours} \\ \text{Eligible for Entitlement} \\ \text{Full Prescribed Hours} \\ \text{Per Year}}{15} = \text{Sick Leave Credits.}$$

Hours eligible for entitlement shall include paid hours.

- b) The Employer agrees to provide to each employee on regular month end pay stubs their accumulated sick leave credits. Upon proof of error, the Employer will revise the credits.

12.04 Deduction from Sick Leave Credits

A deduction shall be made from accumulated sick leave of all normal working hours absent for sick leave subject to Clause 12.03.

12.05 Medical Certificate

The Employer may require that a medical certificate be presented to substantiate any employee's request to draw on sick leave credits. The Employer shall request such medical certificate prior to the conclusion of the employee's sickness. Normally the Employer shall not request a medical certificate for illness of less than three (3) days. The Employer shall state the reason for the request at the time of the request for a medical certificate. The Employer will cover any fees charged by the physician to provide the medical certificate.

12.06 Workers' Compensation

When an employee is absent as a result of an employment related accident or illness and benefits are being paid by the Workers' Compensation Board, the Employer shall pay the difference between the employee's net pay and the Workers' Compensation payment for a period not to exceed twelve (12) months in total for each compensable injury or illness and shall not reduce the employee's accumulated sick leave credits. In no event will the amount paid to the employee be less than the amount the Employer receives from Workers' Compensation Board.

The following procedure shall be used to implement the foregoing:

1. When an employee has applied for Workers' Compensation benefits, the Centre will continue paying the employee his regular net pay for a period not to exceed one (1) year.
2. The Workers' Compensation cheque will be made payable to the Centre.
3. Should the employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the employee has no sick time, the amount so paid will be recovered from the employee and the employee may apply for D.I.P.
4. At year end, the employee's gross earnings will be adjusted by the amount paid by Workers' Compensation Board. The Unemployment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference is to be refunded to the employee by the Centre.

5. Employees absent as a result of a compensable accident or illness under this Clause shall not accumulate Statutory Holidays, vacation and sick leave credits during the period of such absence.

12.07 Return to Work and 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, 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. The procedure for assessment of the capacity of an employee to perform the duties of his/her job, or additional modified work, must be undertaken in such a way as to protect the confidentiality of the employee's medical information.

12.08 Medical Care Leave

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside the scheduled work time may be granted time off without loss of pay. Such time off shall not exceed twenty-four (24) working hours per year. On request, prior to accessing the leave, employees will be required to show proof of such care. Should there be a cost associated with providing the requested proof of care the employer shall reimburse the employee in full as per Article 12.05. Such leave shall be deducted from the employee's sick leave credits.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Leave of Absence

Insofar as the regular operation of the Centre will permit, leave of absence without pay shall be granted to an employee by the Employer. All requests for leave of absence must be submitted in writing to the Director fourteen (14) calendar days in advance of the leave.

An employee granted leave under Article 13.01 shall not earn sick leave credits, vacation credits and Statutory Holiday pay for the entire period granted.

13.02 Union Leave

Insofar as the regular operations permit designated employees shall be granted leave of absence without pay to attend to Union business:

- a) Such request must be submitted in writing to the Employer at least seventy-two (72) hours in advance except in cases where it is mutually agreed otherwise.
- b) The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short-term basis of one (1) month or less to attend to Union business and that the Employer is to charge the Local Union for reimbursement of the cost. Such costs shall only include:
 - i) Actual lost wages;
 - ii) Employer's share of Canada Pension contributions;
 - iii) Employer's share of Employment Insurance premiums;
 - iv) Workers' Compensation premiums; and
 - v) Employer's share of pension and benefits contributions
- c) On leave of absences of more than one (1) continuous month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in Article 13.02 b) an appropriate amount for the following benefits:
 - i) Annual vacation;
 - ii) Sick leave; and
 - iii) Statutory Holiday
- d) An employee who is elected or selected for an Executive position with the Union or any labour body with which the Union is affiliated, shall be granted Union leave for the term of office **provided such term of office shall not exceed four (4) years.**

13.03 Bereavement Leave

- a) An employee shall be granted leave without loss of pay or benefits of up to three (3) working days upon the death of a member of the immediate family or someone with whom they have an equivalent relationship. Members of the immediate family shall include spouse, mother, father, brother, sister, son or daughter, father-in-law, mother-in-law, grandparents or grandparents-in-law, grandchildren, sister-in-law, brother-in-law, son-in-law or daughter-in-law,

common law spouse, fiancé, former guardian. Such time off shall be mutually agreed and occur between the date of death and the day after the funeral. The employees shall be granted an additional two (2) days off, with pay, if required to travel over five hundred (500) kilometres one way.

Any additional days required shall be granted by the Director and shall be charged against the employee's time in lieu, vacation leave, or leave without pay.

- b) An employee scheduled to work shall be granted one (1) day paid leave to attend a funeral or memorial service as a pallbearer or as a mourner at the funeral of a niece, nephew, aunt, uncle or Aunt/Uncle-in-law.
- c) An employee scheduled to work shall be granted up to one-half (½) day unpaid leave to attend a funeral or memorial service as a mourner. The employee may request to use vacation leave or banked time off.
- d) In the event of the death of a family member not listed above but listed in the *Employment Insurance Act* definition of family an employee shall be granted leave as per the *Saskatchewan Employment Act*.

13.04 Jury Duty

When an employee is subpoenaed for jury duty or as a court witness such employee shall not suffer any loss of salary or wages while so serving. The amount paid by the Employer shall be the difference between the employee's normal salary and the indemnity paid by the court.

13.05 Maternity Leave

- a) An employee who becomes pregnant while employed at the Centre shall be entitled to an unpaid maternity leave of up to eighteen (18) months provided that she presents a medical certificate confirming the pregnancy and showing the probable date of delivery.

The following conditions shall apply:

- i) The employee must make application for such leave at least one (1) month in advance of the day on which she intends to commence the leave.
- ii) In extenuating circumstances or where, in the opinion of a medical practitioner, the leave should be further extended leave of absence may be extended a further three (3) months. Such requests must be made fifteen (15) days prior to expiration of the original leave granted.

- iii) Maternity leave will be granted with the assurance that the employee will resume employment in the same position or in a comparable position and at the same range of pay occupied prior to the granting of such leave.
- iv) Sick leave shall not be granted for the actual period of maternity leave. However, an employee who is pregnant during her period of service to 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. (Subject to Article 12.05)
- v) Notice of intention to return to work in advance of the date to which the leave was granted must be made in writing to the Director or Acting Director two (2) weeks prior to the date the employee wishes to return to work.
- vi) An employee granted a leave of absence under this Article shall not earn vacation credits, sick leave credits or Statutory Holiday pay for the period of leave granted. Seniority will be credited for the entire period.
- b) Where the pregnancy of an employee would unreasonably interfere with the performance of her duties the Employer may require her to commence maternity leave not sooner than two (2) months immediately prior to the estimated date of birth.

13.06 Parental Leave

An employee who makes application at least one (1) month in advance of the requested commencement date will be granted up to eighteen (18) months unpaid leave which can be taken during the three (3) months immediately before or subsequent to the estimated date of birth.

An employee granted a leave of absence under this Article shall not earn vacation credits, sick leave credits or Statutory Holiday pay for the period so granted. The employee shall earn seniority for the entire leave.

13.07 Adoption Leave

An employee who makes application at least one (1) month in advance or upon whatever reasonable notice is possible in the circumstances, prior to the date of adoption, shall be granted an unpaid leave of absence not to exceed eighteen (18) months from the day the child becomes available for adoption.

An employee granted leave under this Article shall not earn vacation credits, sick

leave credits or Statutory Holiday pay for the entire period so granted. Seniority shall be earned for the entire period.

13.08 Education Leave

Insofar as regular operations will permit, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the employee. All employees on education leave of absence status may provide notification to the Employer of their availability for relief work within their department and/or classification. **An employee must be enrolled in, and actively participating in, a recognized education program, during the majority of the period of which the leave is granted.**

13.09 Compassionate Care Leave

Compassionate Care Leave shall be granted in accordance with the provisions of the *Saskatchewan Employment Act*.

13.10 Pressing Necessity

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

13.11 Family Illness Leave

The purpose of family illness leave is for the employee to access time away from work, in circumstances where a family member as defined in Article 13.03 is ill and requires the attention of employee. When requesting family illness leave, employees will be expected to identify the family member who is ill, the general nature of the employee's involvement and the amount of time that is required. Employees shall have access to their accumulated sick leave for the purposes of family illness leave.

An employee shall be granted leave up to a total of there (3) working days per fiscal year.

Employees shall be eligible for this benefit upon successful completion of the probationary period.

13.12 Mental Health Day

All full-time and part-time employees shall receive one (1) paid Mental Health day off annually (to a maximum of 8 hours). The scheduling of mental health days shall be by mutual agreement between the Employer and each Employee so entitled.

13.13 Leave for Traditional Aboriginal Practices

Every employee who is an Aboriginal person and who has completed their probationary period shall be entitled to an unpaid leave of absence from employment of up to five days, subject to operational requirements, in every calendar year. This leave is granted in order to enable the employee to engage in traditional Aboriginal practices, including but not limited to;

- (a) hunting;**
- (b) fishing;**
- (c) harvesting; and**
- (d) any recognized traditional Aboriginal cultural practice.**

The leave of absence may be taken in one or more periods. The employer may require that each period of leave be not less than one day. This leave shall not accumulate from year to year. No more than one (1) employee per department will be able to access this leave at the same time.

The employer may request that the employee provide documentation to show the employee as an Aboriginal person. The employee shall provide that documentation only if it is reasonably practicable for him or her to obtain and provide it. For the purposes of this Article, Aboriginal shall include Inuit and Métis people.

ARTICLE 14 - LAY-OFFS AND RECALLS

Definition

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work of any full-time or part-time employee. Lay-off does not apply to temporary or casual employees. For purposes of this Article, a temporary employee shall be defined as an employee recruited from outside the bargaining unit for a predetermined period of time.

- 14.01 In the event of a reduction in staff, the employee with the least total seniority in the classification affected shall be laid off. Such employee shall have the right to bump into any position for which he is qualified where that position is occupied by an employee with less seniority. Any employee so bumped shall be entitled to a like exercise of seniority rights to displace another employee.
- 14.02 An employee subject to lay-off shall be entitled to notice as provided for in *The Labour Standards Act*.
- 14.03 Termination of Employment upon Lay-off
- An employee who has received lay-off notice and does not elect to bump another employee may opt to terminate all employment and access severance based upon one week of pay at their regular rate of pay for each accumulated year of service.
- 14.04 An employee who, as a result of bumping under 14.01, is unable to hold a position shall have an entitlement to employment in any future vacancy for which he is qualified.
- 14.05 Employees being recalled from lay-off shall be notified by registered mail addressed to the last known address of the employee concerned. It shall be the responsibility of laid off employees to keep the Employer advised in writing of their current address. An employee shall be deemed to have terminated employment if he fails to notify the Employer of his intention to return to work within ten (10) calendar days following recall.
- 14.06 During a lay-off employee(s) shall maintain but not accrue all previously earned benefits and seniority.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.01 Definition
- A grievance shall be defined as any dispute or difference **of opinion** between the Employer and any employee(s) **or** the Union **with respect to an alleged violation of the collective agreement**.
- 15.02 Shop Stewards
- a) The Union shall notify the Employer in writing of the selected Stewards who may initiate grievances at the first step.

15.03 Permission to Leave Work

Any employee(s) who feel(s) **aggrieved** may leave work without loss of pay, **for a maximum of thirty (30) minutes**, to discuss the matter with a shop steward as identified in 15.02 above. Suitable arrangements for such time must be made with the employee's immediate supervisor.

15.04 Grievance Procedure

a) First Step – Informal Discussion

It is the desire of both parties that grievances be resolved as quickly and informally as possible. Before a grievance is submitted at Step 2 the Shop Steward, with or without the aggrieved employee, shall attempt to resolve the dispute through discussion with the Executive Director and/or designate(s). The Shop Steward must identify the meeting as Step 1 in the Grievance Procedure. The discussion will take place within 14 calendar days of discovery of the cause for the complaint. If the matter is not resolved to the Union's satisfaction, the Shop Steward may proceed to Step 2.

b) Step Two

Failing resolution of the grievance through the informal discussion, the SEIU-West Union Representative shall, within 14 days of the informal discussion, submit a written grievance to the Executive Director and/or designate(s). The Executive Director and/or designate(s) shall meet with SEIU-West Union Representative and discuss the grievance within 14 days of the receipt of the grievance and shall render a written decision within 14 calendar days of the discussion.

c) Step Three

Failing resolution of the grievance at the Step 2, the SEIU-West Union Representative shall refer the matter, in writing, to the Executive Director within 14 calendar days of receiving a response at the second step of the grievance procedure. The Executive Directors shall give his/her written grievance at this step, to the SEIU-West Union Representative.

15.05 Provisions of Payroll Information

The Employer shall provide all relevant payroll information concerning any grievance to the SEIU-West Union Representative upon request.

15.06 Mediation

- a) Either party may make a written request for mediation at any time during the grievance or arbitration process.
- b) The Union and the Employer shall determine mutually acceptable terms for selecting a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the arbitration procedure.
- c) The parties shall provide the mediator with a time frame. If the settlement is not reached within the time frame, and the parties do not agree to an extension of the time frame, then the mediator shall withdraw and either party may invoke the arbitration provisions. If at any time during the mediation procedure either party informs the mediator that it no longer wishes to participate in the process, then the mediation shall be terminated.

Mediation attempts are settlement discussions, and any offers or counter offers made during the mediation discussions shall not be used as evidence at a later arbitration hearing. This does not include statement(s) of fact.

15.07 Procedure When Time Limits Expire

Failure on the part of the Employer to reply within the prescribed time limits shall give the Union the right to proceed to the next step. If, at any point, the grievance is not advanced to the next step, **within the time limits specified**, it will be **deemed to be abandoned**.

15.08 Leave for Grievances

As a general policy, the parties agree that attendance in connection with the processing of grievances shall be at such times as operational requirements permit.

15.09 Special Measures

Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration procedures.

15.10 Extension of Time Limits

The time limits set out in 15.04, 15.05 and 15.06 may be extended by the consent of both parties.

ARTICLE 16 - ARBITRATION

16.01 Board of Arbitration

Where the parties agree, a sole Arbitrator may be appointed instead of an Arbitration Board. If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification by one party to the other that the grievance is being referred to arbitration, or if either party indicates the desire for an Arbitration Board when the grievance is referred to Arbitration, the dispute shall be referred to an Arbitration Board as set out below. The thirty (30) calendar day period referred to above may be extended by mutual agreement between the Employer and the Union. An Arbitration Board shall consist of three members appointed in the following manner. The request for arbitration referred to in Article 15.06 shall contain the name of the person appointed to the Board by the applicant. Within ten (10) calendar days of receiving the request the respondent shall furnish the name of its appointee to the applicant.

The two appointees, within fourteen (14) calendar days of the appointment of the second of them, shall appoint a third who shall be Chairman of the Board. If the members are unable to agree upon a Chairman the Chairman of the Labour Relations Board shall be asked to appoint a Chairman.

16.02 Board Procedure, Authority and Decision

- a) When the Board of Arbitration has been formed in accordance with this Article it shall meet and hear the evidence of both parties. The Arbitration Board shall, in such manner as it thinks fit, expeditiously and carefully enquire into the grievance and all matters affecting the merits and the rights of the parties to settlement thereof. The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Board may accept, admit and call for such evidence as in equity and good conscience it thinks fit whether strictly legal or not. The Board shall render a decision as soon as possible after it has completed its hearings and investigations.
- b) An Arbitration Board established under this Article shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. Subject to the foregoing, an Arbitration Board shall have the power to dispose of any grievance involving dismissal or disciplinary action in the following manner:

- 1) by allowing the grievance;

2) by denying the grievance;

3) by directing a compromise settlement which it deems just or equitable.

c) The decision of the majority of the members of the Board shall be the decision of the Board. Where there is no majority decision the decision of the Chairman shall be the decision of the Board. The decision of the Board shall be final and binding and enforceable on all parties.

16.03 The rules and procedures set forth in Article 16.01 (Board of Arbitration) shall apply to any arbitration proceedings under this agreement as though the Arbitrator were an Arbitration Board.

16.04 Each party shall pay the fees and expenses of its nominee and one-half of the fees and expenses of the Chairman.

If a sole Arbitrator is selected, each party shall pay one-half of the fees and expenses of the sole Arbitrator.

ARTICLE 17 - PAYMENT OF WAGES

17.01 **Earnings for all employees shall be paid bi-weekly for all hours worked up to six (6) calendar days prior to the date of payment. Such payments shall be by direct deposit. The schedule for bi-weekly pay periods for the entire year will be provided by the Employer at the beginning of each calendar year.**

17.02 Increments

Increments shall be granted to employees on completion of each one thousand nine hundred and fifty (1950) hours.

ARTICLE 18 - APPRAISAL REPORTS

18.01 Employee Performance Review

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

An employee performance appraisal or review is not a disciplinary meeting.

The employee shall have the right to respond in writing to such appraisal or review within fourteen (14) calendar days and such response shall become part of the record.

ARTICLE 19 – ACCESS TO PERSONNEL FILE

The Employer shall allow an employee to review their personnel file provided they make prior arrangements with their immediate Supervisor. Any established errors or inaccuracies on an employee's file shall be removed. **The employee's file shall only be viewed in the presence of an out of scope supervisor and under no circumstances can documents be removed from the file.**

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY

20.01 Occupational Health and Safety

The parties agree to be bound by the Occupational Health and Safety legislation contained in the *Saskatchewan Employment Act*.

ARTICLE 21 - TECHNOLOGICAL CHANGE

21.01 Technological Change

If, as a result of the Employer introducing new equipment or facility closure, or certain job classifications will no longer be required, the Employer shall notify the Union three (3) months in advance of instituting such changes which will cause dislocation, reduction or demotion of the existing work force.

- a) By mutual agreement of the Employer and the Union, the above time limits may be adjusted to suit 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 above mentioned implementation and transitional period, affected employees will maintain their wage level.

- d) All new job titles and rates of pay shall be negotiated in accordance with Article 6.06.
- e) All new positions created as a result of technological change will be posted under the terms of the current Agreement. Any training or retraining required to fill the new positions shall be provided by the Employer at the employee's regular rate of pay. The Employer will provide any training or retraining necessary. The training or retraining will apply only to position(s) within the Centre.
- f) If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.

ARTICLE 22 - MISCELLANEOUS

22.01 The parties agree that Management may require employees to attend training seminars, courses, or other meetings relevant to an employee's job for the purpose of staff training. Where the Employer requires an employee to take a specified course the employee will be reimbursed the cost of the course upon the Employer receiving proof of satisfactory completion of the course by the employee. Where the employee is required to attend a course during normal working hours the Employer shall allow time off without loss of pay. Time spent at the course, seminar or meeting is to be considered time worked and paid accordingly. Employees will be reimbursed necessary travel expenses. The Employer will make the necessary arrangements for attending and will so confirm the arrangements in writing to the employee.

22.02 Bulletin Boards

The Employer will provide an enclosed and locked bulletin board in a place readily accessible to employees and upon which the Union may post notices of meetings and other such notices as may be of interest to employees. The bulletin board shall be dedicated solely for the purpose of posting union authorized materials.

ARTICLE 23 - TERM OF AGREEMENT

- 23.01 This Agreement, except as specified otherwise herein, shall be in force and effect from April 1, **2021** and up to and including March 31, **2026** and from year to year thereafter unless notification of desire to amend or terminate be given in writing.
- 23.02 Where written notice has been given pursuant to 23.01, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

- 23.03 Either party may, not less than sixty (60) nor more than one hundred and twenty (120) days before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

ARTICLE 24 - NO CESSATION OF WORK

- 24.01 During the term of this Agreement the Employer shall not cause or direct any lockout of its employees and the Union, its agents, or any employee shall not in any way authorize, encourage or participate in any withdrawal of service, suspension or slowdown of work.

ARTICLE 25 - NO DISCRIMINATION

- 25.01 The Employer and the Union agree that there shall be no discrimination with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of membership or activity in the Union.

25.02 Harassment

The Union and the Employer recognize the right of employees to work in an environment free of harassment and will work jointly to achieve that goal. The Employer shall have in place a harassment policy, which shall be reviewed regularly and revised as deemed appropriate.

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

- a) Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin, Union activity; or
- b) Is repeated intentional, sexually oriented practice that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential; or
- 1) Is distressing, annoying behaviour in the form of repeated, hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity, psychological or physical integrity; and

2) Constitutes a threat to the health or safety of the worker.

Examples of Harassment are:

- Verbal abuse or threats;
- Unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc;
- Displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- Practical jokes which cause awkwardness or embarrassment;
- Unwelcome invitations or requests, whether indirect, explicit or intimidating;
- Leering or other gestures;
- Unnecessary physical contact such as touching, patting, pinching, punching, physical assault; and
- Bullying.

25.03 **Procedure to Address Harassment**

The following procedure shall be utilized in event of allegations of harassment:

- i. Employees are encouraged to address the alleged harasser and firmly make it known that their behaviour is objectionable and must stop.
- ii. Where circumstances prevent an employee from taking the above action or the action is unsuccessful the employee should report the allegation to a Union Officer or the Director or Director's designate or the Chairperson of the Board of Governors.
- iii. When an allegation is made to the Union, Director or Designate or Chairperson of the Board of Governors a confidential investigation shall be undertaken in accordance with the Centre's Harassment Policy (No. 011).
- iv. No person alleged to be a perpetrator of harassment shall be involved in conducting the investigation of the allegation against them.
- v. The result of the investigation of harassment allegation shall be subject to the applicable provisions of the Centre's Harassment Policy.

ARTICLE 26 - RATES OF PAY

- 26.01 The Salary scale applicable to all employees shall be set out in the salary schedule contained in the Collective Agreement referred to as Appendix (A).

ARTICLE 27 - BENEFIT PLANS

- 27.01 Effective April 1, 1986 the Employer will become a participating Employer in the Public Employees' Dental Plan.

- 27.02 Effective October 1, 1997, part-time employees will be placed in the pension plan with the Employer matching employee contributions as per the plan text.

Effective April 1, 2011 said contributions shall be increased to six percent (6%).

- 27.03 Effective April 1, 2023 permanent full-time employees will be eligible for participation in an Extended Health Plan on the following basis:**

Premiums will be shared between the Employer and the employees (60% by the Employer and 40% by the employee)

Drug coverage will be provided at 80% of costs as per the Drug Plan provisions.

Coverage for employees only; family coverage is available, but employee would be responsible for 100% of premiums

Extended Health Plan coverage will be optional for employees.

Appendix A

Wage increases over the term of the agreement will be as follows:

- a) Effective April 1, 2022 – Rates as implemented by SIDTC.**
- b) Effective April 1, 2023 – The Employer will adjust rates by the amount provided and authorized by the provincial government (Ministry of Health, Community Care Branch) only in the event of a funding increase for the 2023 fiscal year.**
- c) Effective April 1, 2024 - The Employer will adjust rates by the amount provided and authorized by the provincial government (Ministry of Health, Community Care Branch) only in the event of a funding increase for the 2024 fiscal year.**
- d) Effective April 1, 2025 - The Employer will adjust rates by the amount provided and authorized by the provincial government (Ministry of Health, Community Care Branch) only in the event of a funding increase for the 2025 fiscal year.**

In lieu of a retroactive wage increase, the employer is offering a signing bonus, to employees on staff on the date of ratification, as follows:

Full-time Employees	\$300.00 per employee
Part-time Employees	\$300.00 per employee
Casual Employees	\$100.00 per employee

SASKATCHEWAN IMPAIRED DRIVER TREATMENT CENTRE

Wage Schedule April 1, 2022

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
COUNSELLOR						
Monthly	\$4,068.00	\$4,195.00	\$4,412.00	\$4,542.00	\$4,731.00	\$4,952.00
Hourly	\$24.98	\$25.81	\$27.14	\$27.99	\$29.12	\$30.42
Salary	\$48,816.00	\$50,340.00	\$52,944.00	\$54,504.00	\$56,772.00	\$59,424.00
CLINICAL SUPERVISOR/COUNSELLOR						
Monthly	\$5,165.00	\$5,400.00	\$5,427.00			
Hourly	\$31.77	\$33.24	\$33.41			
Salary	\$61,980.00	\$64,800.00	\$65,124.00			
ATTENDANT						
Monthly	\$2,878.00	\$2,913.00	\$3,060.00	\$3,212.00		
Hourly	\$15.94	\$16.81	\$17.65	\$18.53		
Salary	\$34,536.00	\$34,956.00	\$36,720.00	\$38,544.00		
COOK						
Monthly	\$3,508.00	\$3,608.00	\$3,666.00			
Hourly	\$21.59	\$22.21	\$22.55			
Salary	\$42,096.00	\$43,296.00	\$43,992.00			
JANITORIAL WORKER						
Monthly	\$2,527.00	\$2,671.00	\$2,822.00			
Hourly	\$14.58	\$15.41	\$16.29			
Salary	\$30,324.00	\$32,052.00	\$33,864.00			

Wage Schedule April 1, 2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
COUNSELLOR						
Bi-weekly	\$1,929.75	\$1,993.50	\$2,096.25	\$2,162.25	\$2,249.25	\$2,349.75
Hourly	\$25.73	\$26.58	\$27.95	\$28.83	\$29.99	\$31.33
Salary	\$50,173.50	\$51,831.00	\$54,502.50	\$56,218.50	\$58,480.50	\$61,093.50
CLINICAL SUPERVISOR/COUNSELLOR						
Bi-weekly	\$2,454	\$2,568	\$2,581			
Hourly	\$32.72	\$34.24	\$34.41			
Salary	\$63,804	\$66,768	\$67,100			
ATTENDANT						
Bi-weekly	\$1,313.60	\$1,384.80	\$1,454.40	\$1,527.20		
Hourly	\$16.42	\$17.31	\$18.18	\$19.09		
Salary	\$34,153.60	\$36,004.80	\$37,814.40	\$39,707.20		
COOK						
Bi-weekly	\$1,668	\$1,716	\$1,742.25			
Hourly	\$22.24	\$22.88	\$23.23			
Salary	\$43,368.00	\$44,616.00	\$45,298.50			
JANITORIAL						
Bi-weekly	\$1,201.60	\$1,269.60	\$1,342.40			
Hourly	\$15.02	\$15.87	\$16.78			
Salary	\$31,241.60	\$33,009.60	\$34,902.40			

Appendix B

Further to Article 9.01, employees who work either a two week or four week averaging period are governed by the following:

a) Annual Vacation

- i) The equivalent of a maximum of fifteen (15) working days per year on an 8 hour basis is 120 hours per year.
- ii) The equivalent of a maximum of twenty (20) working days per year on an 8 hour basis is 160 hours per year.
- iii) The equivalent of the maximum of twenty-five (25) working days per year on an 8 hour basis is 200 hours per year.
- iv) The equivalent of a maximum of thirty (30) days per year on an eight (8) hour basis is two hundred and forty (240) hours per year.
- v) Vacation pay for other than full time employees shall be prorated and paid as per Article 11.05.

b) Statutory Holidays

- i) Where a Statutory Holiday falls on **a full time** employee's regular or scheduled day(s) off or during the employee's annual vacation period, such employee shall receive an additional eight (8) hour day's pay or day(s) off with pay in lieu thereof.
- ii) **Part time and casual** employees who do not work on a Statutory Holiday shall receive pay in accordance with Article **10.04**.
- iii) Employees working the extended work day/compressed work week shall be granted their Statutory Holiday off or days off in accordance with Article 10.01.
- iv) An employee required to work on a Statutory Holiday shall be paid for hours worked on that day at the rate of one and one half (1 ½) times their regular pay.
- v) Article **10.04** shall apply to part time employees

b) Statutory Holidays

- vi) Where a Statutory Holiday falls on an employee's regular or scheduled day(s) off or during the employee's annual vacation period, such employee shall receive an additional eight (8) hour day's pay or day(s) off with pay in lieu thereof.
- vii) Other than full time employees who do not work on a Statutory Holiday shall receive pay in accordance with Article 10.05.
- viii) Employees working the extended work day/compressed work week shall be granted their Statutory Holiday off or days off in accordance with Article 10.01.
- ix) An employee required to work on a Statutory Holiday shall be paid for hours worked on that day at the rate of one and one half (1 ½) times their regular pay.
- x) Article 10.05 shall apply to part time employees

c) Sick Leave

Employees scheduled to work extended hours shall receive sick pay consistent with the hours they would have worked and earn credits at 10.0 hours for each 173.33 hours worked to a maximum of 960 hours credit.

d) Shift Differential on Extended Shifts

Shift Differential on Extended Shifts shall be as per Article 9.13.

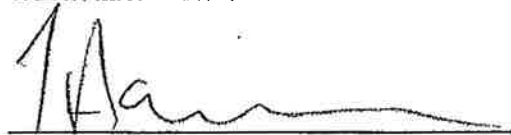
LETTER OF UNDERSTANDING - #1
BETWEEN
THE BOARD OF GOVERNORS OF THE
SASKATCHEWAN IMPAIRED DRIVER TREATMENT CENTRE
AND
SEIU-West.ca

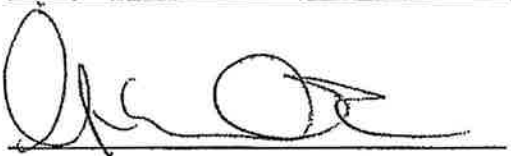
It is recognized that the primary intent of this agreement is to provide the opportunity for full-time counsellors to earn one (1) additional day off in a four (4) week period.

1. Either party may terminate this agreement by giving the other party four (4) weeks written notice.
2. Counsellors who choose to participate shall work nineteen (19) shifts of 7.92 hours in a four (4) week period. It is agreed that all hours worked shall include all paid and unpaid leaves (i.e., Vacation, Sick Leave, Bereavement Leave, etc.). Should any leave (not including vacation) extend beyond four (4) continuous weeks in duration the effected employee shall revert to normal hours of work as per Article 9 of this collective agreement for the remainder of the leave.
3. Each 7.92 hour shift shall be exclusive of one (1) thirty (30) minute meal period.
4. Unless mutually agreed otherwise the earned day off shall be scheduled in the next report writing period. In the event that this is not possible the earned day will be scheduled on a day mutually agreeable between the Employee and the Employer

DATED THIS 23rd DAY OF May 2023.

ON BEHALF OF THE BOARD OF GOVERNORS
OF THE SASKATCHEWAN IMPAIRED DRIVER
TREATMENT CENTRE

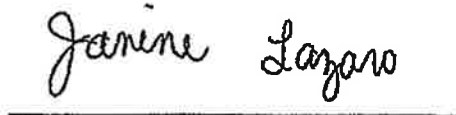


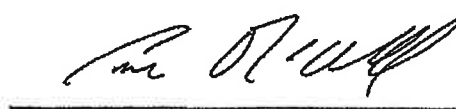


ON BEHALF OF SEIU-West.ca





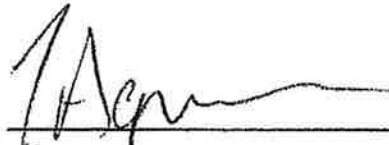

Janine Lazarro

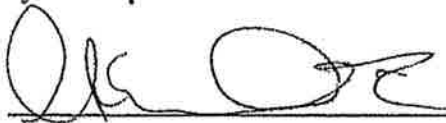


Executed this 23rd day of May, 2023

ON BEHALF OF:

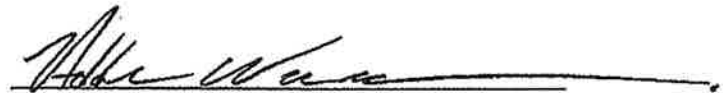
ON BEHALF OF THE BOARD OF GOVERNORS
OF THE SASKATCHEWAN IMPAIRED DRIVER
TREATMENT CENTRE



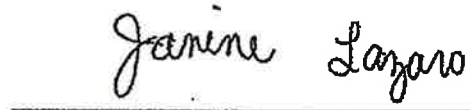


Service Employees International Union
(SEIU – West)









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.seiuwest.ca.

Calendar for Year 2020 (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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26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31					26	27	28	29	30			
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	
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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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27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31			

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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29	30	31					26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
																					30						

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	
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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			
														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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																					31						

Calendar for Year 2024 (Canada)

January							February							March							April							
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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
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							30																				

September							October							November							December						
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Calendar for Year 2025 (Canada)

January

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26	27	28	29	30	31	

February

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	

March

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
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22	23	24	25	26	27	28
29	30					

July

Su	Mo	Tu	We	Th	Fr	Sa
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27	28	29	30	31		

August

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

Su	Mo	Tu	We	Th	Fr	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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26	27	28	29	30	31	

November

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
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28	29	30	31			

Calendar for Year 2026 (Canada)

January							February							March							April						
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25	26	27	28	29	30	31								29	30	31					26	27	28	29	30		

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		1	2	3	4	5	6				1	2	3	4							1
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24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
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		
			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
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27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31				

Calendar for Year 2027 (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	2		1	2	3	4	5	6		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
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					1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
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
			1	2	3	4						1	2		1	2	3	4	5	6				1	2	3	4
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27							
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							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).