

Valley Action Abilities Inc.



COLLECTIVE AGREEMENT

BETWEEN

**Valley Action Abilities Inc.
(Group Home Division)**

AND

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

FOR THE PERIOD OF:

April 1, 2017 to March 31, 2020

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)

Or through the 'Contact Us' page on

www.SEIUWEST.ca

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PREAMBLE

The general purpose of this Agreement is to provide a safe, consistent and caring environment for adults considered to be developmentally and/or physically challenged; to establish and maintain collective bargaining relations between the Employer and its employees; to provide orderly, prompt and equitable disposition of grievances; and for the maintenance of hours of work, wages and working conditions.

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Subject to the provision of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects, and without limiting or restricting this right and function:

- a) Direct the working force;**
- b) Operate and manage its business in all respects;**
- c) Hire, select, transfer;**
- d) Lay-off because of lack of work or funding;**
- e) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees;**
- f) Promote, demote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to the grievance procedure provided herein;**
- g) In administering this Agreement the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.**

ARTICLE 2 - TERM OF AGREEMENT

2.01 Term of Agreement

This Agreement shall be in force and effect from and after April 1, 2017 up to

and including March 31, 2020, and from year to year thereafter unless notification of desire to amend or terminate be given in writing.

2.02 Open Period

Either party may, not less than sixty (60) days 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.

2.03 Negotiations of Wages

Notwithstanding the provisions of Article 2:01 above, this Agreement may be opened, effective April 1 each year for the negotiation of the Schedule of Wages as contained in Schedule "A" in the event the funding agency grants an increase in funding for wages to the Employer. Either party intending to enter into such negotiation of wages shall be required to serve the other party with not less than thirty (30) days and not more than sixty (60) days written notice. It is understood and agreed that in such event all other provisions of this Agreement shall remain in full force and effect. Any negotiated wage increase pursuant to Article 2:03 shall not exceed the amount of funding increase received from the funding agency.

ARTICLE 3 - DEFINITIONS

3.01 For the purpose of this Agreement, the following definitions shall apply:

Full-Time Employee

A full-time employee is an employee who is regularly scheduled to work a maximum of two thousand and eighty (2080) hours per year.

Part-Time Employee

A part-time employee is an employee who is regularly scheduled to work less than the full prescribed hours.

Casual Employee

A casual employee is a person who is scheduled to work for a specific purpose, or, on a call-in basis and may be scheduled in advance.

Temporary Employee

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 the employment may be extended beyond the term of the vacancy by mutual agreement between the Union and the Employer.

Pro-rated

The hours or days are accumulated based on monthly accruals i.e., one (1) day per year, is calculated at one twelfth (1/12th) day per month. Pro-rated applies only to clauses where it is specifically mentioned.

Averaging Period

For the purposes of determining and scheduling regular hours of work, the averaging period shall be four (4) weeks.

Active Employee

An active employee for the purposes of Article 10.02 is an employee of Valley Action Abilities Inc. who has provided the Employer with a current email address.

ARTICLE 4 - SCOPE AND RECOGNITION

4.01 Scope

This Collective Agreement shall cover all employees at Valley Action Group Homes **Maplewood and Oakwood**)in Rosthern Saskatchewan except the **Executive Director, Program Co-ordinators, group Home Managers and Behavioural Specialist.**

4.02 Recognition

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the employees covered by this Agreement.

4.03 No Other Agreements

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

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union, 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.

5.02 Dues Check-Off

The Employer shall deduct initiation fees, assessments and monthly dues from the earnings of each employee who makes a written request for such deductions, in accordance with the procedure designated by the Union. Such funds deducted from an employee's earnings on behalf of the Union shall be remitted to the person designated by the Union within two (2) weeks of the said deductions, accompanied by a list of the names, changes in addresses, hours actually worked, gross earnings, and the amounts deducted in the said deduction period.

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 such cards within thirty (30) days of commencement of employment.

5.04 New Employees

The Union agrees to provide a copy of this Collective Agreement to acquaint new employees and the Employer agrees to advise them of the articles dealing with Union Security and Dues Check-Off.

5.05 Dues Receipts

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

5.06 Organizational Chart

- a) The Employer agrees to place on the bulletin board(s) a block organizational chart showing administrative structure and the line of authority in the Group Home.
- b) The Union, in turn, shall supply the Employer with an up-to-date list of the **Local** Officers, Stewards and **the SEIU-West Union Representative**.

5.07 Union Representation

In the month of November every year, the Union shall provide the Employer a list of the **local** elected Union Representatives.

5.08 Correspondence Between the Parties

All correspondence between the Employer or designate and any employee pertaining to the interpretation, administration, or application of this Collective Agreement shall be forwarded to the **SEIU-West Union Representative and the Local Unit** Chairperson.

All correspondence regarding specific grievances shall be addressed to the **SEIU-West** Union Representative.

ARTICLE 6 - RETURN TO WORK/DUTY TO ACCOMMODATE

6.01 Human Rights

The parties agree that discrimination is not appropriate in the workplace. The Employer will develop a policy that meets the requirements of the *Human Rights Code* and *The Saskatchewan Employment Act*.

6.02 Duty to Accommodate/Gradual Return to Work

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* and *The Saskatchewan Employment Act*.

The process of accommodating 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.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Definition

A grievance shall be defined as any difference or dispute between the Employer, **the** Union and **any** employee or group of employees.

7.02 Suspension and or Termination Grievance

Grievances arising from termination or suspension shall be initiated at the third (3rd) step and shall be processed in accordance with the procedure outlined below.

7.03 Grievance Procedure

To provide an orderly process for settling grievances, the Union shall identify its shop stewards and unit chair persons or their designates.

After a grievance has been filed by the union it becomes property of the union. The Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the grievor except as authorized by the Union.

Step One

It is the desire of the parties that grievances be resolved as quickly as possible. Accordingly, a shop steward who has received a report of a matter for grievance shall, within ten (10) days of the incident, discuss the issue with the appropriate out of scope manager. The employee may, at their discretion, participate in these discussions. The Employer will be advised that these discussions constitute the First (1st) Step of the grievance process. The Employer shall render a decision to the shop steward within ten (10) days of the First (1st) Step discussion. Any resolutions agreed at this stage of the grievance process are without prejudice and precedence.

Step Two

If the grievance is not resolved at Step One (1) the SEIU-West Representative may file a written grievance with the Employer within fourteen (14) days of receipt of the out of scope manager's decision at Step One (1).

The written grievance shall state the facts giving rise to the grievance and what restitution is requested.

The **out of scope Manager** or Designate and the **SEIU-West Union Representative** shall **meet to** discuss the grievance. The employee **and the shop stewards or local executive member may attend the meeting.**

The **out of scope Manager** or Designate shall reply in writing within seven (7) days of the grievance **meeting.**

Step Three

If the grievance is not satisfactorily resolved at Step Two **(2)**, the **SEIU-West Union Representative** may refer the grievance to the Executive Director or Designate within **fourteen (14)** days of receipt of the Group Home Supervisor/Designate response. **The Executive Director shall meet with the SEIU-West Union Representative to discuss the grievance. The aggrieved employee and the shop steward or local executive member may attend the meeting.**

The Executive Director or Designate shall reply in writing within **fourteen (14)** days **of the meeting.**

7.04 Handling Grievances During Work Hours

Upon securing prior permission from the immediate Manager or Designate, a Steward, Officer or Grievance Committee member of the Union has the right to leave assigned duties for a reasonable period in order to discuss any grievance with the appropriate representatives of the Employer. Such Steward, Officer or Grievance Committee member shall not suffer any loss of pay or other benefit for the time so spent.

7.05 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.

Failure on the part of the Union to adhere to the prescribed time limits shall result in the grievance being abandoned.

7.06 Extension of Time Limits

Time limits set out in Article 7:02 may be extended only by agreement in writing of both parties.

7.07 Referral to Arbitration

Failing satisfactory resolution at the third (3rd) Step either party may refer the matter to arbitration within fourteen (14) days of receipt of the Executive Director's decision at the third (3rd) Step. This referral shall be done in accordance with Article 8.

7.08 Initiation of Special Meetings

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

ARTICLE 8 - ARBITRATION

8.01 Single Arbitrator

Where a grievance has been referred to arbitration in accordance with Article 7:07 the parties shall, within thirty (30) calendar days, attempt to agree to appoint a single arbitrator.

Where the thirty (30) calendar days have expired, either party shall have the right, within five (5) calendar days to refer the grievance to a Board of Arbitration.

8.02 Board of Arbitration

a) Appointees

Where a grievance has been referred to a Board of Arbitration under Article 8:01, the party making the referral shall name an appointee to the Board of Arbitration.

Within five (5) days of receiving notice that the grievance has been referred to a Board of Arbitration, the party receiving the notice shall name an appointee to the Board of Arbitration. Where the party receiving the notice

fails to name an appointee within the prescribed time limit the Chairperson of the Labour Relations Board shall appoint a member to the Board of Arbitration on behalf of that party.

b) Chairperson

Within ten (10) days of the second (2nd) party's appointment, the two (2) appointees shall appoint a third (3rd) member to the Board of Arbitration who shall act as Chairperson.

Where the two (2) appointees fail to agree on the appointment of a third (3rd) member to the Board of Arbitration, within the prescribed time limit, the Chairperson of the Labour Relations Board shall appoint a third (3rd) member to the Board of Arbitration who shall act as Chairperson.

8.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

8.04 Decision

A written decision of the Arbitrator or Arbitration Board, as the case may be, shall be made within sixty (60) days of the hearing, and shall be final and binding on the parties.

The Arbitrator or Arbitration Board, as the case may be, shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

8.05 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the nominee it appoints;
- b) one-half (1/2) the fees and expenses of the Chairperson.

8.06 Amending of Time Limits

The time limits in the arbitration procedure may be extended by mutual consent of the parties in writing.

ARTICLE 9 - SENIORITY

9.01 Seniority

Seniority shall be defined as the length of an employee's service calculated in accordance with Article 9:02 from the last date on which the employee commenced employment with the Employer. Seniority shall not apply during the probation period, however, once the probation period has been completed, seniority shall be credited from the last date of employment in the bargaining unit.

9.02 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) Vacation leave;
- d) All paid leaves;
- e) Any authorized unpaid leave up to twenty-six weeks;
- f) Maternity leave, Parental leave, Adoption leave or Compassionate Care leave;
- g) Union leave;
- h) Time continually off work due to disability;

9.03 Maintenance of Seniority

Subject to Article 9:05 of this Agreement, an employee shall maintain accumulated seniority.

9.04 Seniority List

The Employer agrees to post a seniority list in the month of May of each year. Such list shall state the accrued hours of seniority for each employee up to March 31st of the current year. Upon proof of error, the Employer shall immediately revise the seniority list. A copy shall be supplied to the Union.

9.05 Loss of Seniority

An employee shall lose all entitled seniority and shall be terminated from employment in the event the employee:

- a) Is discharged for just cause and is not reinstated;
- b) Resigns in writing;
- c) Fails to report for three (3) consecutive scheduled shifts;
- d) Fails to notify the Employer of the employee's intention to return to work within ten (10) calendar days following a recall from lay-off and after being notified by registered mail to do so;
- e) Is continuously laid off in excess of twelve (12) months;
- f) Is on casual status and does not work or attend a staff meeting for a period of one (1) month from their last shift. The Employer shall inform the employee of this requirement when they are placed on the casual list. The Employer shall provide written notification of such removal from the list and termination, with a copy to the Union.
- g) Retires from the employ of the Employer.

ARTICLE 10 - VACANCIES AND NEW POSITIONS

10.01 Probationary Period

Newly hired employees shall be on probation for three (3) months or four hundred and eighty (480) hours, whichever is greater. The probationary period may be extended at the discretion of Executive Director or Designate for up to a further three (3) months. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement as specified herein, except that an employee who has been disciplined or discharged shall not have access to the grievance/arbitration procedure and, accordingly, may be discharged by the Employer with or without assigned cause and such discharge shall not be open to review. The Employer will provide the employee with reasons for termination in writing.

10.02 Job Posting

Vacancies may be filled from within the Group Home by posting the vacant job and, at the Employer's discretion, advertising any vacancy to the public.

All vacancies shall be posted for at least **five (5)** calendar days to allow employees to apply. Applications must be made in writing to the Executive Director or Designate by the specified closing date.

Qualifications and ability being equal between all applicants, seniority shall be the factor which determines which applicant shall be hired to fill the vacancy.

All active group home employees shall be notified of postings at the time of the posting email. Employees may request that they be notified of postings by phone or text in cases of employees who do not use email.

10.03 Temporary Vacancies

Temporary vacancies of ninety (90) calendar days or greater shall be filled pursuant to Article 10:01 where the employee is able to perform the required work.

- a) A posting shall not be required for the position of the employee transferred as a result of the original posting. Subsequent temporary postings shall be filled pursuant to Article 10.02.
- b) An employee shall not be eligible for any other temporary vacancies while filling a temporary vacancy at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it has concluded.
- c) When the temporary vacancy becomes redundant the employee shall be returned to their former position.
- d) If as a result of the temporary vacancy, an individual is hired from outside the existing work force, she/he shall revert to casual employee status upon completion or redundancy of the temporary vacancy.
- e) No temporary vacancy shall exceed two (2) years without mutual agreement between the parties.

10.04 Information on Postings

- a) Job classification;
- b) Required qualifications;
- c) Summary of duties;
- d) Rate of pay;
- e) Guaranteed hours per **four (4) week** rotation;
- f) Date of posting;
- g) Closing date of posting;
- h) Group Home.

The successful applicant to a posting shall be provided a letter of appointment containing the guaranteed hours of work per four (4) week rotation. All terms of appointment are subject to change as per the collective agreement and relevant legislation.

10.05 Trial Period

Where appointment is made from an applicant who is already employed by the Employer, in a different classification, the successful applicant shall be allowed a trial period of three (3) months from the effective date of appointment. The employee shall be confirmed in the new position after the trial period. In the event the Employer determines that 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 wage or salary rate and without loss of seniority. All other employees affected by the rearrangement of positions shall also be returned to their former position, wage or salary rate and without loss of seniority.

10.06 Job Descriptions

The Employer agrees to draw up job descriptions for all classifications within the scope of this Agreement and a copy shall be provided to the Union Office. These job descriptions shall be discussed with the Union prior to posting.

10.07 New Classifications

The wage rates of new classifications, within the scope of this Agreement, shall be negotiated by both parties. The Employer reserves the right to establish a rate of pay and fill any resulting positions pending the conclusion of such negotiations. **Where the parties cannot reach agreement through negotiation either party may refer the matter to arbitration under the terms of Article 8.**

ARTICLE 11 – LAY-OFFS AND RECALLS

11.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in staff or a reduction in hours of work of any full-time or part-time employee.

11.02 Notice of Lay-Off

When lay-offs are contemplated the Employer shall notify the Union prior to notifying the affected employees. Notice of lay-off to employee(s) shall be as required in *The Saskatchewan Employment Act, Part II - Employment Standards*.

11.03 Recall of Employees

Employees laid off in accordance with Article 11:02 shall be recalled to work, based on their seniority (senior employee recalled first) in positions for which they have the qualifications and ability to handle the work to be performed.

11.04 Notice of Recall

In the event of recall of a full-time or part-time employee, for normal duties, the Employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the Employer by registered letter within ten (10) days of the mailing of such letter, stating his/her acceptance or refusal of the employment offered and his/her intention of reporting for work within the time limits specified in Article 9:05 d). In the event that the Employer does not receive such registered letter from the employee within the stated ten (10) day period accepting employment, or the employee fails to report within the required time limits, the said employee shall be deemed to be terminated.

Employees shall be eligible to be recalled for a period of twenty-four (24) months from effective date of lay-off.

11.05 Displacement of Employees

When an employee's position is abolished or has a lay-off notice, providing the employee possesses the required qualifications and ability, the employee may elect the following:

- a) Employees must first bump the most junior employee in the same classification as listed in Schedule "A".

b) Options available to the most junior employee are:

- Casual employment in your classification;
- Lay-off with re-employment rights;
- Bump the most junior employee in another classification.

Where deemed by the parties that exceptions are to be considered, the Employer and the Union shall agree on exceptions in order to minimize disruptions.

11.06 Application of Article

This Article only applies to full-time and part-time employees who are regularly scheduled.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 Hours of Work

Regular daily hours of work shall not exceed twelve (12) hours per day without the payment of overtime. Regular hours of work in the specified four (4) week period shall not exceed one-hundred and sixty (160) hours without the payment of overtime.

12.02 Scheduling

The Employer retains the right to schedule hours of work of employees as is necessary recognizing the priority of continuous rotations (e.g. straight days or nights).

It is agreed and understood that scheduled rotations are flexible and are subject to change, provided the guaranteed hours for the position do not change.

12.03 Work Schedules

- Work schedules shall be posted no less than twenty-eight (28) calendar days in advance. Employees **directed** to change their schedule with less than **five (5) days** notice shall be paid at the rate of time and a half (1 ½) for all hours except in cases of emergency, which could not have been foreseen by the Employer.
- Employees trading shifts between themselves shall submit the trade in writing **prior to the date of the trade** to the Employer. **On weekends the**

employee must contact by text or phone call the shift trade to the on call Supervisor. Trades can only take place between qualified employees **and must be a single shift traded for a single shift. Shift trades must be completed within twenty-eight (28) days.** If Supervisor/Designate cannot be informed of a trade in writing prior to the employee working the shift, they shall notify the Supervisor/Designate directly to inform him/her of the trade prior to the shift. **Shift trades will not result in overtime.**

- c) Employees who work ten (10)/twelve (12) hour shifts can be scheduled to work up to **three (3)** consecutive ten (10)/twelve (12) hours shifts and shall receive no less than **three (3)** consecutive days off.
- d) Employees who work shifts of less than ten (10) hours can be scheduled to work up to seven (7) consecutive days and shall receive no less than two (2) consecutive days off.

e) All shifts shall be worked as scheduled or offered and accepted including start and end times.

12.04 Meal Periods

All employees shall be allowed one-half ($\frac{1}{2}$) hour paid meal period for each eight (8) hour shift or two (2) one-half ($\frac{1}{2}$) hour paid meal periods for each ten (10) hour shift, each twelve (12) hour shift shall be inclusive of three (3) fifteen (15) minute coffee breaks and one (1) thirty (30) minute paid meal break. So long as resident care is maintained.

12.05 Call-In

- a) The parties have agreed to this call in procedure to ensure continuity in the absence of a scheduled staff member. The Employer will call employees to fill shifts in the following order:
 - i) Part-time employees in order of seniority **at that specific home;**
 - ii) Casual employees **who are oriented for that specific home;**
 - iii) **Part-time employees from other areas who are orientated for that home and have expressed availability.**

All employees must fill out an Availability Form and shall give it to the Group Home Supervisor/Designate by the twentieth (20th) of each month.

The changes shall take effect on the first (1st) day of the following month. If there are no changes to the previous Availability Form the staff member will initial and date. If Availability of the staff member changes the member will notify the Supervisor/Designate as soon as possible. Shifts already assigned will remain in effect.

- b) Where work becomes available within forty-eight (48) hours it shall be offered to all employees, in order of seniority not excluding employees who are on short shifts or scheduled to work short shifts. If there is not immediate personal response to such call the shift shall be offered to the next senior employee on the list.
- c) If the shift(s) cannot be filled in their entirety the shift(s) may be divided between two (2) or more employees at regular rate of pay.

If not accepted by any employee(s) at regular rate of pay, the shift(s) shall then be offered at overtime. Article 12:10.

- d) For work that becomes available **with less than one (1) weeks' notice but** outside of forty-eight (48) hours employees shall be given **four (4) hours to respond. For work that becomes available with more than one (1) weeks' notice employees shall be given twenty-four (24) hours to respond.**

12.06 Reporting Pay Guarantee

An employee reporting to work on a schedule shift shall be paid a minimum of three (3) hours at the regular rate of earnings. If an employee initiates leaving their shift early without signed approval, they will be paid for time worked only.

12.07 No Split Shifts

There shall be no split shifts without mutual agreement.

12.08 Personal Day

Full-time employees shall be allowed sixteen (16) hours per year to be taken at a mutually agreed time during the fiscal year. Part-time employees shall have this provision pro-rated on the basis of their guaranteed hours. Casual employees are not eligible under this Article.

12.09 Mileage Allowance

Employees who use their personal vehicle for the Employer's business shall be paid **according to the Government of Saskatchewan approved in province travel rate** per kilometre. Personal vehicle use must be approved by the Executive Director or Designate.

12.10 Overtime

All hours in excess of twelve (12) hours per day and/or one hundred sixty (160) hours averaged over the specified four (4) week period shall be paid at the rate of one and one-half (1 ½) the employee's regular rate of pay.

12.11 Staff Meetings

Attendance at Staff Meetings is compulsory. Employees who attend Staff Meetings outside of scheduled hours of work shall be credited the time as hours worked at their regular rate of pay and shall be paid a minimum of three (3) hours at their regular rate of pay. **Where required overtime rates shall apply.**

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 Statutory Holidays

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

Employees who work on a Statutory Holiday are entitled to pay at the rate of time and one-half (1 ½), in addition to five per cent (5%) of total regular wages received over the four (4) weeks preceding the Statutory Holiday. Employees who do not work on a Statutory Holiday, shall receive an additional five per cent (5%) of total regular wages received over the four (4) weeks preceding the Statutory Holiday.

13.02 Staff Holidays

Easter Monday	Boxing Day
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Employees who work on a Staff Holiday are entitled to pay at the rate of time and one-half (1 ½), in addition to five per cent (5%) of total regular wages

received over the four (4) weeks preceding the Staff Holiday. Employees who do not work on a Staff Holiday shall receive an additional five per cent (5%) of total regular wages received over the four (4) weeks preceding the Staff Holiday.

13.03 Permanent Staff Floating Holiday

The Employer shall grant each full-time and part-time staff one (1) Floating Staff Holiday to be taken between **April 1st** and March 31st **of the following calendar** year, pro-rated at five per cent (5%) of total wages received over the four (4) weeks preceding the Floating Staff Holiday being taken. **In the event that the holiday is not taken by an employee it shall be lost. If the holiday was not taken as a result of operational requirements it shall be carried over to the following year.**

All requests must be submitted in writing by January 15th to Executive Director/Designate.

ARTICLE 14 – VACATIONS

14.01 Date of Employment

“Date of Employment” for the purpose of calculating vacation credits means from the date the employee commenced employment with the Employer.

14.02 Annual Vacation

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

Each full-time and part-time employee who completes one (1) year of continuous service with the Employer shall be entitled to one hundred and twenty (120) hours annual vacation based on full-time hours.

Vacation credits shall be earned on the following basis:

- a) During the first (1st) and subsequent years, including the fourth (4th) year of continuous employment, at the rate of ten (10) hours per month, or one hundred and twenty (120) hours per year.

- b) During the fifth (5th) and subsequent years, of continuous employment, at the rate of thirteen point three three (13.33) hours per month, or one hundred and sixty (160) hours per year.

Full-time and part-time employees shall be entitled to accept call-in additional hours to a maximum of two thousand eighty (2080) hours per year in order to receive full paid vacation entitlements consistent with *The Saskatchewan Employment Act*.

Casual employees shall be paid a proportion of gross earnings calculated at the appropriate vacation accrual rate in lieu of vacation leave, and paid out at each regular payday. Prior to the start of each vacation year, part-time employees may elect to bank this portion of their gross earnings for use that year. Such election shall be in writing to the Employer prior to March 31st each year, and shall remain in effect for the remainder of that year.

Employees **shall** submit their vacation requests not later than April 15th **for the time period July 1st to December 31st**, and October 15th **for the time period January 1st to June 30th** each year. Seniority shall govern in the allocation of approved vacation at these times. Requests other than at these semi-annual times, should be submitted in writing to the Group Home Supervisor or Designate one (1) month in advance. Requests made under this provision **may** be granted on a first-come-first-served basis **subject to operational feasibility**. The Employer shall provide a response within ten (10) days.

Earned vacation leave may be taken at a time approved by the Group Home Supervisor or Designate.

Vacation leave must be taken in the vacation year following that in which it is earned. Employees may carry over up to five (5) vacation days, in addition to their regular entitlement, from one (1) vacation year to the next. Carry over requests require the approval of the Group Home Supervisor or Designate. If vacation leave has been requested by the employee and refused, the employee shall be allowed to carry over all of the vacation in her/his vacation bank from one (1) vacation year to the next.

14.03 Vacation Pay

Employees shall earn vacation pay based on the following formula:

$$\frac{\text{Regular hours worked}}{\text{In previous year}} \quad \frac{\text{Vacation}}{\text{accrual rate}} \quad \times \quad \frac{\text{Current Vacation}}{\text{rate of pay}} \quad = \quad \text{Pay}$$

2080

14.04 Approved Absence During Vacation

Where, in respect of any period of vacation leave, an employee:

- a) Is granted bereavement leave, or
- b) Is granted sick leave as a result of hospitalization.

The period of vacation so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Leave of Absence

An unpaid leave of absence shall be granted to an employee insofar as the regular operations of the Group Home will permit and provided the employee furnishes a valid reason(**s**) for requiring such leave. Except in extenuating circumstances, all requests for a leave of absence must be submitted at least fourteen (14) calendar days in advance.

The Employer shall respond to all requests for leave of absence within seven (7) days of the receipt of the request.

An employee granted a leave of absence shall not earn sick leave credits, annual vacation credits or paid Statutory Holiday pay for the entire period granted.

15.02 Paid Bereavement Leave

An employee shall be granted leave of three (3) days without loss of pay and benefits in the case of death of a parent, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law or sister-in-law, **son-in-law or daughter-in-law**, grandparent, grandchild, former guardian or fiancé.

Employees shall also have access to bereavement leave according to the terms of *The Saskatchewan Employment Act*.

15.03 Union Leave

- a) Insofar as **regular** operations will permit, a maximum of **two (2)** designated employees shall be granted leave of absence without pay to attend business meetings, schools, seminars and conventions in

connection with Union affairs. Such leave shall be for a maximum of five (5) calendar days on any one occasion **except where a member is elected to a provincial office in which case the foregoing restriction shall not apply.** Except in extenuating circumstances, all requests for a leave of absence must be submitted at least twenty-one (21) calendar days in advance.

- 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 as referred to in Article 15.03 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) Employer's share of SARC Pension contributions (and any successor Plan) or equivalent;
 - v) Employer's share of Group Insurance premiums; includes Life Insurance, AD&D, Dental, Extended Medical & LTD;
 - vi) Workers' Compensation premiums.

15.04 Leave of Absence for Court Duty

An employee who is summoned to serve as a juror or is subpoenaed as a witness shall be granted an unpaid leave of absence.

15.05 Maternity, Parental and Adoption Leave

Employees shall be granted maternity, parental and adoption leave as stipulated under *The Saskatchewan Employment Act*. An employee granted maternity, parental or adoption leave shall not earn sick leave credits, annual vacation credits or paid holiday pay for the entire period granted.

15.06 Citizenship Leave

Employees shall be allowed up to a maximum of one (1) day off without loss of pay to participate in their own citizenship ceremony.

15.07 Compassionate Care Leave

The purpose of compassionate care leave is for the employee to access time away from work, without pay, to provide care or support to a gravely ill family member with a significant risk of death. Such leave shall be granted in order to ensure that the employee has access to the Federal Compassionate Care Benefit Program. The employee may also request vacation, statutory Holidays, time off in lieu or unpaid time off as required.

15.08 Pressing Necessity

An employee shall be granted leave without pay for pressing necessity, once the employee has identified the needs to the Employer. Pressing necessity shall be defined as any circumstances of a sudden or unusual occurrence that could not have been foreseen by the employee and requires the immediate attention of the employee.

Employees may elect to get paid by using vacation or a personal day(s).

ARTICLE 16 - SICK LEAVE

16.01 Sick Leave Defined

An employee having accumulated an entitlement to sick leave may claim pay against such accumulation with respect to periods during which the employee was unable to work because:

- a) Of being sick or disabled;
- b) Of an accident for which compensation is not payable under *The Workers' Compensation Act*; or
- c) In the opinion of the Employer, the employee's presence constituted a health hazard for the residents and other employees, and the employee was instructed by the Employer to leave the employee's place of duty.

16.02 Accumulation of Sick Leave Credit

Permanent employees shall earn sick leave credits upon completion of the Probationary Period, at the following rates:

Full-time employees shall earn sick leave credits at the rate of six point sixty-seven (6.67) hours per month.

Part-time employees shall earn sick leave credits based on the following formula:

$$\text{Sick Leave} = \frac{\text{straight time paid hours/month}}{173.33} \times 6.67$$

Sick Leave shall be accumulated to a maximum of eight hundred (800) hours per employee.

16.03 Deductions From Sick Leave

A deduction shall be made from accumulated sick leave hours for all normal working hours absent for sick leave.

An employee who is scheduled to work on a Statutory Holiday and is unable to do so because of being sick shall receive Statutory Holiday pay in accordance with Article 13:01 and **the sick leave** deduction shall be made from accumulated sick leave hours.

16.04 Notification of Illness

All employees calling in sick shall notify the Employer **as soon as possible and if possible** at least **six (6)** hours before the employee's scheduled start time of their shift.

Employees on a long-term illness shall notify the Employer as soon as possible of their expected date of return to work.

Medical verification may be requested from employees requesting sick leave. Where such is required, the employee shall be notified during the illness that such verification is required upon the employee's return to work.

ARTICLE 17 - PAYMENT OF WAGES

17.01 Salary Scales

The salary scale applicable to all employees shall be as set out hereinafter in Schedule "A" of this Agreement.

17.02 Payment of Wages

Employees shall be paid earnings on a monthly basis on the last chartered

banking day of every month. Full-time and part-time employees shall be entitled to a mid-month advance.

17.03 Increments

Increments shall be granted to employees on completion of eligible hours, as defined in Article 9:02, for each increment step as per Schedule "A" of this Agreement.

17.04 Workers' Compensation

An employee receiving benefits under *The Workers' Compensation Act* shall not earn vacation credits, sick leave credits or Statutory Holiday pay.

ARTICLE 18 - PERSONNEL REPORTS

18.01 Performance Appraisals

When an appraisal of an employee's work performance is made, the employee concerned shall be given the opportunity to read the appraisal. The employee shall sign to acknowledge they have read and received a copy of the performance appraisal. Such signature shall not constitute an agreement with the contents of the appraisal.

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

18.02 Reports

The Employer agrees to advise and discuss with the employee in question any report concerning the employee's performance or conduct while employed with the Group Home prior to such being filed in the employee's personnel file.

Where it is established that information contained in the report is inaccurate or incorrect, the material shall either be corrected or removed depending on the action required.

The employee shall receive a copy of the report at the time of signing, if requested.

18.03 Union Representation

The Employer shall provide the Employee reasonable notice of investigate and

disciplinary meetings. The notice shall include notice of their right to have union representation at the meeting and whether it is an investigative or disciplinary meeting. The employee and/or the union are responsible to ensure union representation is present. If the Union Representation is refused, a written confirmation of such refusal shall be forwarded to the Local Union Office. A copy of such document shall be placed on the employee's file.

18.04 Access to Personnel File

An employee's personnel record, excluding the employment references, shall be accessible to the employee, upon request, in the presence of the employee's Supervisor.

18.05 Progressive Discipline

No employee shall be disciplined or suspended without just cause and without being fully apprised of the issue of concern prior to any disciplinary action being taken. **The Employer agrees to use a process of progressive discipline.**

- a) A copy of any document placed on the employee's personnel file, which might be the basis for disciplinary action, shall be supplied to the employee, with a copy to the **SEIU-West Saskatoon** Office.
- b) The employee's reply to such document shall also become part of the employee's file.
- c) Documents referred to in a) will become void in two (2) years unless there have been subsequent documented incidents of a similar nature. Documentation referred to in a) that is related to disciplinary suspension shall become void after three (3) years, unless there have been subsequent documented incidents of a similar nature. Upon request, following the time periods above, the documentation shall be removed from the employee's file.

Suspension, pending an investigation is not considered discipline. Where investigation reveals that no discipline is warranted, the employee shall be paid for time lost due to suspension pending investigation.

Disciplinary action shall be consistent with the severity **or repetition** of the conduct. Levels of disciplinary action may include, but not **be** limited to, the following: verbal warning, written warning, suspension (with or without pay) and dismissal.

In any circumstance in which disciplinary action is implemented, any or all of the identified steps may be followed. The Executive Director or Designate is

required to approve all disciplinary action and receives notification of the steps taken to resolve or correct the employee conduct.

An employee shall be advised in advance of disciplinary meetings and shall be afforded the right to have their **SEIU-West** Union Representative present. If Union Representation is refused, a written confirmation of such refusal shall be forwarded to the Local Union Office. A copy of such document shall be placed on the employee's file.

ARTICLE 19 - GENERAL PROVISIONS

19.01 Bulletin Boards

The Employer shall provide one (1) bulletin board which shall be placed so that all employees will have ready access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

19.02 Proper Accommodation

The Employer agrees to make a reasonable effort to provide proper accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the Home.

19.03 Personal Property Loss

An employee's personal property damage by the action of a client shall be replaced or repaired at the expense of the Employer to a maximum of seven hundred and fifty (\$750.00) dollars, subject to integration with one hundred (100%) per cent coverage by Worker's Compensation Board, provided that reasonable proof of the cause of such damage is submitted by the employee concerned within reasonable time of such loss or damage.

Employees shall take reasonable precautions to prevent damage to personal property. The Employer will not be responsible for damage to employee personal property brought to the work place that is not required.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY

20.01 Occupational Health and Safety Committee

- a) The Union and the Employer shall continue to co-operate in perfecting the safety measures now in effect, and further agree that the provisions for Occupational Health and Safety Committee, as provided for under *The Saskatchewan Employment Act*, shall be carried out.
- b) An employee or group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate Supervisor or Designate or Safety Officer, who will investigate immediately and take remedial action.

20.02 Harassment and Violence

The parties agree that harassment and violence are not appropriate in the workplace. The Employer will develop a policy that meets the requirements of the *Human Rights Code* and *The Saskatchewan Employment Act*.

ARTICLE 21 - BENEFITS

The Employer agrees to make available the following benefits, subject to the terms of the plans, to all full-time employees and eligible part-time employees.

21.01 Pension

The Employer agrees to provide a Pension Plan with four per cent (4%) contributions from employees and four per cent (4%) matching Employer contributions. The Plan will be, or be equivalent to, the SARC Pension Plan.

21.02 Dental, Group Life, Accidental Death and Dismemberment & Major Medical

These individual benefits are paid on a 50/50 basis between the Employer and employee. Any additional cost for family coverage is paid 50/50.

Long Term Disability

Long Term Disability (LTD) is paid by the employee.

SCHEDULE "A"

Rates of Pay

As of Date of Signing

Direct Support Professional

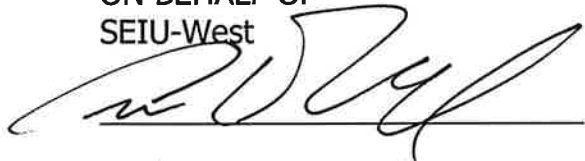
Start (0 - 520 hours)	\$15.85
Step 1 (521 - 2080 hours)	\$16.38
Step 2 (2081 - 4160 hours)	\$17.08
Step 3 (4161+ hours)	\$17.61

Employees working night shifts shall earn an additional **sixty (60)** cents shift premium for each hour worked on those shifts.

Signing Page

SIGNED THIS 4th DAY OF march A.D. 2019

ON BEHALF OF
SEIU-West



B. Handley

2 Katie

ON BEHALF OF
VALLEY ACTION ABILITIES INC.



R. Seel

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 2016 (Canada)

January						
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Calendar for year 2017 (Canada)

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Calendar for year 2018 (Canada)

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16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
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Calendar for year 2019 (Canada)

January

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
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February

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March

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April

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June

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August

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September

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October

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November

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December

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

Calendar for year 2021 (Canada)

January

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February

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March

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April

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June

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July

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August

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September

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October

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November

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December

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SEIU-West represents working people across Saskatchewan who work in Healthcare, 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)

We are Stronger Together!