

Tri-Union Community-based Organization (CB0)

Common Proposal Package

February 2005



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Tri-Union CBO Common Proposal Package

DISCIPLINE:

Disciplinary Progression

The Employer agrees to follow the principles of progressive discipline.

Failure to comply with the Employer's policies, procedures, and regulations may result in one of the following actions being taken by the Employer, depending on the severity of the offence:

- Verbal reprimand
- Written reprimand
- Suspension
- Termination of employment.

Any employee may be dismissed or suspended but only for just cause and only upon the authority of the Employer. In the event the Employer initiates a disciplinary action against an employee the following procedure shall be followed:

Disciplinary Action

Prior to any disciplinary action, with the exception of dismissal with just cause, the Employer will advise the union member of their right to have a union steward or paid union staff representative in attendance at the disciplinary meeting. The member will be given sufficient time to arrange union representation and to schedule a meeting at a later date.

Burden of Proof

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer.

The record of an employee shall not be used at any time after six months or the equivalent period of time for less than full time employees following a disciplinary action.

Personnel Records

Employees shall have the right at any time to have access to and review their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of an employee's record. No evidence from the employee's record may be introduced as evidence in any hearings of which the employee was not aware at the time material was placed in his or her file. Employees shall have the right to make copies of any material contained in their personnel record.

Any reprimands shall be conducted in the Employer's office.

Verbal Reprimand

The Director will verbally outline to the employee any reasons for the reprimand, how she should correct her work and what will happen if her misconduct continues. There is no official written report of a verbal reprimand. A steward or union staff representative shall be present as a witness.

Letter of Reprimand

The Employer shall reprimand that employee by means of a letter of reprimand to the employee within twenty-four (24) hours of the event giving rise to the complaint. Such letter shall become part of an employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded.

Letters of reprimand will be forwarded to the Union.

Suspension

The employee will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy will be supplied to the Union. The suspension will be with pay pending an investigation.

Dismissal

Dismissal shall be effected by the Chairperson of the Board or her designate. The employee shall receive written notice of the action which shall include a specific statement of just cause. The Employer shall give 30 days' notice in writing or pay in lieu of such notice.

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

There shall be a Union observer during any disciplinary investigation.

Reinstatement of Rights

An employee who has been unjustly suspended, demoted or dismissed, shall under this Article, upon reinstatement receive all rights and benefits retroactive to the date of suspension, demotion and dismissal, plus any damages to reputation, pain or suffering.

Right to Refuse Unsafe Work

Members have the legal right to refuse unsafe work under the *Occupational Health and Safety Act -- Section 23* when there is reasonable grounds to believe that an act or a series of acts is unusually dangerous to that person or another person's health and safety.

No Discipline

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. Such job or equipment is not to be re-assigned until the Occupational Health Committee is satisfied with safety modifications.

Steps to Refuse Work

1. If you believe that a dangerous situation may exist at work, you have the right to refuse work.
2. Notify your supervisor or Employer about your concerns, and refuse to perform the unsafe work.
3. The Employer must remedy the situation and/or inform the Occupational Health Committee. The Committee must investigate and advise you of the decision.
4. If you believe the remediation is not to your satisfaction, you may refuse unsafe work. The government Occupation Health Officer must be notified.
5. The Officer must investigate your concerns and to make recommendations. A written report must be given to you, and the Employer.

Workers cannot be discriminated against for complying with the legislation, *Occupation Health and Safety Act--Section 27*.

You have the legal right to a healthy and safe workplace.

No Loss of Pay

No employee, steward, or member of a Grievance Committee shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

Warning Within Twenty-four Hours

Warnings related to an employee's poor work performance shall be made within twenty-four (24) hours of the time that the alleged poor work performance occurred or twenty-four (24) hours after the incident comes to the attention of the Employer. Copies of such warnings shall be sent to the Union Steward.

GRIEVANCE:

Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union pertaining to any of the following:

- (a) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees;
- (b) Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.

Recognition of Grievance Committee

To provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance committee.

Handling Disputes During Work Hours

Members of the Grievance committee, as well as the aggrieved employee(s), have the right to secure permission from the Employer to leave assigned duties for a reasonable period so as not to disrupt the Employer's operation to discuss any grievance or potential grievance with appropriate representatives of the Employer. Such Grievance Committee member or aggrieved employee shall not lose any pay or other benefit for time so spent.

Pre-grievance Conversation

It is jointly understood that before a grievance is submitted at the first step, the parties shall attempt to resolve the dispute through discussion.

Step 1

The grievance shall be submitted in writing by the aggrieved and/or the union on behalf of the aggrieved to the Employer within thirty-two (32) calendar days of discovery of cause for a grievance.

Within seven (7) calendar days of receipt of the grievance, the Employer and the union steward shall discuss the grievance with the employee affected present or absent, at their option.

The Employer shall render a decision in writing within two (2) calendar days of the meeting.

Notwithstanding, the thirty-two (32) day calendar day time limit shall not apply to those items included in the Agreement where the Employer has allegedly failed to apply a specific benefit, i.e. vacation leave, sick leave, etc. In these latter instances, the time limit shall be one (1) year after the date on which the alleged infraction occurred. The effective date of any necessary retroactive pay shall be the date on which the infraction first occurred.

In all instances, a copy of the grievance shall be submitted concurrently to the Employer and the union.

Step 2

If satisfactory settlement cannot be affected at Step 1, the union may, within fourteen (14) calendar days submit the grievance to the Chairperson of the Board or their designate.

Within seven (7) calendar days of receipt, the Chairperson of the Board or their designate and the union steward shall discuss the grievance with the employee affected present or absent, at their option.

A written decision shall be rendered within seven (7) calendar days of the meeting.

Step 3

Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to arbitration by the Union within thirty-two (32) calendar days.

Investigation

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

Provision of Information

The Employer agrees to provide all relevant information concerning any grievance to the Officers of the Union upon written request.

Justice and Dignity

An employee whom the Employer reprimands, fails to appoint, demotes, or whom it contends lost seniority, shall be retained or returned to active work until any grievance contesting such reprimand, non-appointment, demotion or break in service is finally resolved through the grievance and arbitration process.

In cases where it is necessary to remove the employee from the workplace, that employee shall continue to receive their regular salary until the issue is resolved.

Time Limits

(a) If the union does not respond within the prescribed time limits, the grievance shall be deemed withdrawn. If the employer does not respond within the prescribed time limits, the grievance shall be granted.

(b) The time limits referred to in this Article shall be exclusive of Statutory Holidays.

Special Measures

(a) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required.

(b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

BENEFITS:

Personal Property Loss

- (a) Employees' personal property loss or damage by action of a client shall be replaced or repaired at the expense of the Employer.
- (b) The Employer will reimburse reasonable expenses incurred by employees to repair damage caused to their vehicle when damage was incurred while using their vehicle for workplace business. The employer will pay the deductible.

Use of Private Vehicles

- (a) Employees who are authorized to use a private vehicle for workplace business shall be paid a kilometer allowance of 36.73 cents/km. The kilometer rate shall be adjusted by the same percentage as the percentage change in the Saskatchewan Private Transportation Index published by Statistics Canada for the review period (rounded to the nearest one hundredth (1/100 of a cent). Rates will be reviewed on an annual basis.
- (b) The employer will reimburse employees for the annual cost of additional insurance on their personal vehicle when using their vehicle for employer business.
- (c) The employer will reimburse employees for the cost of cleaning personal vehicles used for employer business to a maximum of \$150 annually.

Workers' Compensation Pay Supplement

- (a) The Employer shall top up the wages of employees on Workers' Compensation so they receive the same as their regular net salary for a minimum of twelve (12) months.
- (b) An employee who has a claim approved by the Workers' Compensation Board, due to a work related accident, shall continue to be paid by the Employer at the rate of the compensation payment and the Employer shall receive reimbursement from the Workers' Compensation Board. If her application to the Workers' Compensation Board is rejected, she will be granted sick leave or leave without pay.
- (c) The employee shall receive all monies by Workers' Compensation to the Employer for the employee's claim.

Benefit Plan

The Employer shall provide and pay the total premium costs of the SAHO benefit package for all employees to include: Life Insurance, Accidental Death and Dismemberment, Long Term Disability, and Dental Care, and Extended Health Care.

Extended Health Plan

The Employer shall pay 100% of the premium cost of a extended health plan, up to the family rate.

- (a) The Employer will pay up to the family rate of coverage for eligible part-time employees for dental and extended health plans but pro-rated based on hours worked; part-time employees affected will make up the difference so the full premium is paid.
- (b) The employees who opt out of other plans (group life, dental, LTD) shall have an amount equivalent to the premiums paid into their RRSP, which is locked-in for the term of employment.

Legal Costs

The Employer shall pay all costs arising out of law suits or charges in any court against an employee as a result of performing her duties for the Employer. The legal advisor shall be mutually agreed upon by the parties to this Agreement.

Employee and Family Assistance Plan (EFAP)

The Employer shall provide a list of counselors available to employees and assume the cost of up to ten (10) sessions per calendar year for the employees and their families. The employer agrees that the content of these sessions and the reasons for their request by the employee remain exclusively between the employees and their counselors.

Education and Wellness Fund

Full time staff will have \$300.00 / year allocated to a maximum of \$900.00 for education and wellness. The wellness component will be limited to \$150.00 / year and will not accumulate year to year. The total allocation may be used for education and the education allocation will accumulate from year to year.

A pro-rated amount will be allocated for less than full-time staff on an annual basis. For less than full-time staff, not more than 50% of the annual allocation may be used for wellness.

Personal Leave (Pressing Necessity)

An employee shall be entitled to a maximum of ten (10) days leave with pay in each year of continuous employment for the purpose of pressing personal reasons including but not limited to medical care, family leave/dependent care, mental health or education leave. An employee shall provide notice as is reasonable under the circumstances of her intention to take such leave. An employee is not entitled to carry over unused pressing necessity leave into the next year, which is defined as commencing on the anniversary date of employment. An employee working part-time shall be entitled to a pro-rated number of days leave, based on the actual number of regular hours worked.

PENSIONS:

The Employer agrees to implement a defined benefit pension plan for all employees. The Employer shall contribute 8% of each employee's regular annual earnings. The employee will contribute up to a matching 8%.

The terms and benefits of the Plan shall be as set out in the Plan document but shall provide as a minimum:

- (a) all new employees are eligible after three (3) months of employment.
- (b) all contributions are fully vested immediately.
- (c) the contributions are transferable to another locked-in plan if the employee leaves employment.

PREMIUM PAY:

Overtime Defined

All time worked outside of regular hours in any one day or regular work week shall be considered as overtime.

Overtime and Call-back shall be offered according to seniority.

Compensation for Work Before and After Daily and Weekly Scheduled Hours

Overtime work before and after the daily and weekly scheduled hours shall be paid at the rate of double time (2X) for all overtime.

Minimum Overtime

Overtime work shall be on a voluntary basis. The Employer shall keep overtime to a minimum. Overtime shall be voluntary except in cases of emergency.

Time in Lieu

Employees may choose to receive time in lieu at the appropriate overtime rates at a time selected by mutual agreement.

All accumulated unused time in lieu as of March 31st, June 30th, September 30th and December 31st shall be paid out to the employee unless an alternate arrangement is mutually agreed to.

Shift premiums shall apply on all hours worked between 5:00 P.M. and 8:00 A.M.

Weekend Premium

A weekend premium of fifty (50) cents per hour shall be paid for each hour worked by an employee on each shift where the majority of hours of the shift fall between 0001 Saturday and 2400 Sunday. Where an employee is receiving overtime pay, weekend premium will not apply.

Shift Differential

A shift differential of \$1.50/hr shall be paid for all time worked between the hours of 5:00 p.m. and 8:00 a.m.

Call-In, Call Back

An employee who is called back to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at the overtime rate.

An employee who attends a meeting scheduled by the Employer, which occurs outside regular working hours, shall be paid at the applicable overtime rate for time spent.

Call-In

Principles

Call-in refers to additional hours offered for relief for holidays, vacation, sick leave, etc. replacement, and which are accepted by other than full time employees on a voluntary basis.

Call-in hours, once accepted, represent a commitment by the employee to be at work, and by the Employer to pay for those hours should they be cancelled by the Employer.

When accepting call-in hours, it is the employee's responsibility to identify if they are in an overtime situation.

Call-back Transportation Allowance

Employees who are called back to work outside their normal hours of work will use the taxi company designated by the Employer and will charge the return fare to the Employer. Where employees use their own mode of transportation, they shall be paid on the basis of 36.73 cents per kilometre with a minimum of six dollars (\$6.00) per round trip. (See "Use of Private Vehicles, Benefits Section" for information on regular increases to mileage rate.)

Performing Duties of a Lower Paid Classification

When an employee is required by the Employer to perform temporarily the duties of a lower paid classification or position, the employee shall not suffer any reduction in earnings.

Temporary Performance of Higher Duties (TPHD)

TPHD shall be assigned where there is an absence in a higher paid position for three and one-half consecutive hours or more. The most senior qualified employee in the area shall be offered the TPHD. Should the most senior employee refuse TPHD, it shall be offered to the next most senior qualified employee, and so on. Should all employees refuse, the Employer may require the most senior employee in the area to accept the assignment. The rate of pay shall be adjusted to the higher rate of pay as outlined in Appendix "A" (or applicable document).

Statutory Holiday Compensation

Except as otherwise provided in this Agreement, all full-time employees:

- Who do not work on a Statutory Holiday shall receive Statutory Holiday pay equal to one (1) day's pay;
- Who work on a Statutory Holiday shall be paid at the rate of one and one-half (1 ½) the regular rate plus another day off with pay at a mutually agreed time;
- Statutory Holidays must be used within the fiscal year (April 1st – March 31st). There will be no carry-over to the following fiscal year or pay out at year-end.

SENIORITY:

Job Postings

When a vacancy occurs or a new position is created inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's premises for a minimum of ten (10) working days.

Information in Postings

Such notice shall contain the following information: nature of position, location of position, required qualifications, and skills, number of shifts and guaranteed hours. Qualifications may not be established in an arbitrary or discriminatory manner. For positions inside the bargaining unit, the notice shall include wage or salary rate or range.

Role of Seniority in Promotions and Transfers

Both parties recognize:

- the principle of promotion within the service of the Employer;
- that job opportunity should increase in proportion to seniority of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

Promotions Requiring Higher Qualifications

Consideration for promotion will be given to any senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such employees will be given a trial period to qualify within a reasonable length of time and will revert to their former position if the required qualifications are not met within such time. Employees shall be advised in writing of the qualifications to be achieved and the time in which they must be achieved.

Call-in / Relief

The underlying principle of the Call-in System shall be that opportunities to work additional hours shall increase with seniority.

Call-in lists for each workplace shall be maintained for part-time and casual employees for additional hours that become available in each workplace. Such list shall be updated quarterly for seniority, and monthly for availability of the employee.

Part-time and casual employees may have their name placed on the list for their designated home by indicating in writing their desire to work additional hours and their availability. An employee may change their availability by giving the Employer at least fifteen (15) days written notice.

When additional hours become available, such hours shall be offered to qualified employees on the workplace's call-in list in order of seniority to employees not already scheduled to work that day and where overtime will not be incurred.

Relief assignment shall be defined as the replacement of a permanent employee's shifts in blocks of two or more consecutive working days and which, under the terms of this Agreement, do not require posting. Such assignment shall be made on the basis of seniority, first among the part-time and then the casual employees qualified to perform the relief work on the call in list for that home. The shifts of the employee performing the relief assignment shall be filled using the call-in system.

Role of Seniority in Lay-offs and Recalls

For the purpose of lay-offs and recalls, when reducing staff, seniority shall be defined as an employee's accumulated service and will be applied in accordance with a mutually agreed upon seniority list.

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work per rotation of any full-time or part-time employee. Lay-off does not apply to temporary or casual employees.

Notice of Lay-off of Employee(s)

Notice of lay-off of employee(s) shall be provided as follows:

- (a) no notice, if the period of employment is three months or less;
- (b) one week's written notice, if the period of employment is more than three months and less than one year;
- (c) two weeks' written notice, if the period of employment is one year or more but less than three years;
- (d) four weeks' written notice, if the period of employment is three years or more but less than five years;
- (e) six weeks' written notice, if the period of employment is five years or more but less than ten years;
- (f) eight weeks' notice, if the period of employment is ten years or more.

The Employer may, in its discretion, provide the employee with pay in lieu of notice for the applicable notice period, provided that the pay shall be equivalent to the employee's normal wages for the period, exclusive of overtime.

Role of Seniority in Lay-offs

When reducing the full or part-time staff, senior employees who have the qualifications and ability to do the work shall be retrained.

Rehiring of Employees on Lay-off

Employees laid off in accordance with Article _____ shall be returned to work in order of seniority to positions for which they have the qualifications and ability.

Note to Bargaining committees: Seniority shall be a deciding factor in all areas of the Collective Agreement where it can be used.

Wage Grid Comparison: CBO workers and government employees

| Job title | Wage of government worker | Funding for CBO position | The wage gap |
|-------------------------------------|---------------------------|--------------------------|--------------|
| Group home program director/manager | \$24.22 | \$13.90 | \$10.32 |
| Supported employment specialist | \$22.42 | \$10.87 | \$11.55 |
| Vocational training instructor | \$20.76 | \$10.87 | \$9.89 |
| Office manager/ bookkeeper | \$19.22 | \$10.45 | \$8.77 |
| Independent living worker | \$19.22 | \$10.74 | \$8.48 |
| Senior job coach | \$19.22 | \$10.74 | \$8.48 |
| Group home (shift) operator | \$22.42 | \$10.74 | \$11.68 |
| Clerical | \$16.79 | \$11.15 | \$5.64 |
| Early Interventionist | \$22.42 | \$15.06 | \$7.36 |
| Child care worker | \$17.80 | \$12.47 | \$5.33 |
| Womens'/Shelter Worker | \$20.76 | \$15.95 | \$4.81 |

The "Wage of Government Worker" column in this table shows the top end of the salary scale for a Saskatchewan government employee whose job has been deemed of equal value to the community based positions identified in the table. The "Funding for CBO position" column shows the amount of funding government provides for a community worker's wages. The final column shows the net wage gap.

* The wage comparison adopted the methodology and results of the Saskatchewan Public Service Commission/SGEU Job Evaluation Plan. The Public Service Commission Director of Job Evaluation was involved in the process.

\\Comm\$\Community Services\Bargaining Conference 2004\Conference Follow-up\
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