

ELIZABETH FRY SOCIETY OF SASK. INC.

**April 1, 2007 -
March 31, 2012**

COLLECTIVE AGREEMENT

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**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**ELIZABETH FRY SOCIETY
OF SASKATCHEWAN INC.**

AND

**THE SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5133**

APRIL 1, 2007 TO MARCH 31, 2012

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ARTICLES OF AN AGREEMENT made in duplicate this ___ day of _____, A.D. 2011.

Between

Elizabeth Fry Society of Saskatchewan Inc., hereinafter called "the Employer",

Party of the First Part,

And

The Saskatchewan Government and General Employees' Union, and the Elizabeth Fry Society of Saskatchewan Inc. Bargaining Unit, hereinafter called "the Union",

Party of the Second Part.

PURPOSE

Whereas it is the desire of both parties of this Agreement:

- a) To maintain and improve harmonious relations between the Employer and members of the Union.
- b) To promote co-operation and understanding between the Employer and the employees.
- c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions.
- d) To encourage efficiency and safety in operations.
- e) To provide a high quality of service to the public.
- f) To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Subject to the terms of this Agreement, it is the function of the Employer to:

- a) Direct the working force.
- b) Operate and manage its business in all respects.
- c) Hire, select, transfer, promote, demote, discipline, suspend and discharge.
- d) Lay off because of lack of work or lack of funds, any employee provided that any such action shall be subject to the Union Agreement provided herein.
- e) Participate in Elizabeth Fry Society's decision making/committee meetings.
- f) Participate in the representation of the Society.

AND WHEREAS

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

AND WHEREAS

It is recognized that at present the Employer financially requires the assistance of federal and provincial grants to carry out its mandate.

AND WHEREAS

The aforesaid grants may impose limitations on the Employer such as, but not limited to, wage schedules, length of employment, and travel requirements.

ARTICLE 1 INTERPRETATION

- 1.1 **Children** shall be defined to include children of a domestic partnership, step-children, foster children, or any child to which the employee has a close personal relationship, including those living in the home on a temporary basis.
- 1.2 **Classification** means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 1.3 **Corporation** means the Board of Directors of the Elizabeth Fry Society of Saskatchewan Inc.
- 1.4 **Domestic Partnership** exists when, for a continuous period of time, an employee represents that person to be her partner and continues to represent that person as her partner.
- 1.5 **Demotion** is defined as the movement of an employee from a position in one (1) classification to a position in another classification with a salary rate of a lower maximum.
- 1.6 **Employee** or **Employees** means a person to which the terms of this Agreement apply as indicated in Article 2.
- 1.7 **Employer** means the **Elizabeth Fry Society of Saskatchewan Inc.**
- 1.8 **Executive Director** means an individual in an out-of-scope position dealing with general office administration.
- 1.9 **Feminine Terms May Apply:** Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 1.10 **Pay Plan** is as contained in this Collective Agreement.
- 1.11 **Permanent Full-Time** means an employee **in a permanent full-time position who has successfully completed an initial probationary period.**
- 1.12 **Permanent Part-Time** means an employee who works **less than full-time hours on an on-going basis and has successfully completed an initial probationary period.**
- 1.13 **Position Classification Plan** means and includes the classification of positions, the classification specifications and the rules for the continuous administration of the amendments thereto.

- 1.14 **Promotion** means the movement of an employee from a position in one (1) classification to a position in another classification with a higher maximum salary.
- 1.15 **Temporary Employee** means an employee who **is hired on a temporary basis to an encumbered position with a term of not more than twelve (12) months unless agreed to by the parties.**
- 1.16 **Term Employee** means an employee who **is hired on a temporary basis to an unencumbered position and has a specific fixed term.**
- 1.17 **Transfer** means the movement of an employee from one (1) position to another in the same or different classification with a salary range having the same maximum.
- 1.18 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of the Elizabeth Fry Society of Saskatchewan Inc.

ARTICLE 2 SCOPE

- 2.1 The terms of this Agreement shall apply to all employees of the Elizabeth Fry Society of Saskatchewan Inc. excluding the Executive Director.

ARTICLE 3 UNION SECURITY

3.1 Recognition

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees. The Employer agrees to negotiate with the Union and its designated bargaining representatives concerning all matters effecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

- 3.2 No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representative without the proper authorization of the Union. The Union will supply the Employer's representative with the name of its officers. The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

3.3 Work of the Bargaining Unit

Except in the cases mutually agreed upon by the parties, persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit.

3.4 **No Contracting Out**

The Employer agrees that all work or services performed by the Employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employee, except where mutually agreed, in writing, by the parties. Membership in the Union, payment of dues and coverage under the Collective Agreement will be negotiated prior to the commencement of work.

3.5 **Non-Discrimination**

Human Rights: The Employer agrees that there shall be no discrimination, interference, restriction, favouritism or coercion exercised or practised with respect to any worker in the matter of hiring, wage rates, training, up-grading, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of mental illness, age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, criminal record, gender or marital status, family relationship, pregnancy, place of residence, physical handicap, nor by reason of her membership or activity in the Union or any other reason within the context of human rights.

3.6 **Refusal to Cross Picket Lines**

The Employer agrees that no worker shall be required to cross a picket line. The Employer agrees that it will not request, require or direct workers or volunteers to perform work resulting from strikes that would normally have been carried out by workers involved in the strike(s).

3.7 **Union Membership**

Subject to Article 3.4, every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate Bargaining Unit who is not required to maintain membership or apply for and maintain membership in the Union shall as a condition of employment tender to the Union the periodic dues uniformly required to be paid by the member of the Union.

3.8 **Check-Off**

The Employer agrees to deduct on behalf of the Union when requested in writing and accompanied by signed authorization cards, all initiation fees, monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The Employer shall remit such deductions to the Executive Director of Operations of the Union prior to the tenth (10th) day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

3.9 **Monthly Statement**

A monthly statement shall also be forwarded to the Executive Director of Operations showing the names of all new employees covered by this Agreement hired during the month, their date of hire, and the names of all employees who have terminated employment and their date of severance.

3.10 **Income Tax (T-4) Slips**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type the amount of the Union dues paid by each Union member on their (T-4) slip.

3.11 **New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect.

A representative of the Union shall be given sufficient opportunity to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

3.12 **Bulletin Boards**

The Employer shall make available to the Union a bulletin board so that the employees have access to it, upon which the Union shall have the right to post notices and information which shall be of interest to the employees.

ARTICLE 4 LABOUR/MANAGEMENT RELATIONS

4.1 **Function of Bargaining Committee**

All matters pertaining to the interpretation or application of this Collective Bargaining Agreement and other working conditions, etc., shall be referred to the Bargaining Committee to enable it to identify problems within this Agreement for discussion and possible resolution.

4.2 **Meeting of Committee**

In the event either party wishes to call a meeting in reference to Article 4.1, the meeting shall be held at a time and place fixed by mutual agreement, no later than forty (40) working hours after a request has been given, unless the parties mutually agree to an extension of time.

4.3 **Contact at Work**

Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. It is understood operational requirements of the program will be met.

4.4 **Leave for Union Office**

The employee must provide thirty (30) days written notice of their intention to take leave for Union Office. The Employer shall grant leave of absence without pay for up to one (1) year to workers who have been elected to a full-time office or position in the Union, without loss of seniority and accumulated benefits, providing satisfactory arrangements can be made for the performance of the employee's work. An extension of the leave may be granted at the request of the employee.

4.5 **Short Term Leave of Absence**

A member(s) of the Union appointed as a delegate to attend a convention, conference or business meeting in connection with Union affairs shall, on reasonable notice be granted leave with pay to attend such meeting. Such leave shall be restricted to one employee per workplace at any one time unless approved by the Executive Director. Such leave shall not be unreasonably requested or unreasonably denied. The Union shall reimburse the Employer for all wages and benefits paid during the employee's absence on Union business.

4.6 **Union Meetings**

The Employer agrees that employees have the right to meet and discuss regular Union business at the workplace during working hours to a maximum of two (2) hours per employee in any one (1) month. Union business excludes bargaining and grievance procedures.

4.6.1 **Contract Negotiation**

Where operational requirements permit, the Employer will grant leave with pay to a maximum of three (3) employees for the purpose of attending negotiation and preparatory meetings. The Union shall reimburse the Employer for all wages and benefits paid during the employee's absence on Union business.

The Employer agrees that requests for leave of absence for Union business shall be made giving reasonable notice.

4.7 **Stewards**

There shall be at least one (1) Steward elected by the workers in each workplace, to see that the provisions of this Agreement are adhered to.

4.8 **Recognition**

The Employer recognizes the Stewards elected by the Union.

4.9 **Meeting the Employer**

When the Employer wishes to discuss unsatisfactory work habits with an employee, the employee shall be accompanied by a Steward or other Union representative - unless waived in writing by the employee.

4.10 **Without Loss of Pay**

The Stewards shall investigate and process grievances or confer with representatives of the Union during working hours, without loss of pay.

ARTICLE 5 HARASSMENT

5.1 **Definition of Harassment**

Harassment is defined as any unwelcome or unwanted action by any person against another, in particular by Management or a co-worker. It can be a verbal, non-verbal or physical action or a display of materials of a sexual or a non-sexual nature on a single or repeated basis, which humiliates, insults, degrades, threatens, or intimidates.

"Unwelcome" or "unwanted" in this context means any actions which the harasser knows or ought reasonably to know are not desired by the victim of harassment.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control.

5.2 **Statement of Agreement by the Parties**

To create an harassment-free workplace, the parties are committed to the joint development of pro-active programs to eliminate all forms of harassment. The parties further agree that harassment in the workplace will not be tolerated. All employees are encouraged to use this Policy prior to involving outside agencies.

5.3 **Roles of the Parties**

The Union will:

- a) Recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- b) Not condone or tolerate any harassment.
- c) Support and encourage its members to speak out and confront harassers.
- d) Defend their members when inappropriate disciplinary sanctions are imposed by the Employer.

The Employer will:

- a) Provide a workplace that is free from harassment.
- b) Recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behaviour. The Employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable in bringing forward complaints and secure in confronting the alleged behaviour and/or harassment.

5.4 **Complaints Procedure**

5.4.1 **Obligation**

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation and/or repercussions after reporting incidents and during any investigation. Protection may also be appropriate when effecting the final decision on a complaint.

5.4.2 **Procedure for Handling Harassment Complaints**

- a) All complaints of harassment shall be covered by this Article and dealt with in a serious manner.
- b) Leave, without loss of pay, shall be allowed by the Employer for any proceedings under this Article.
- c) All proceedings under this Article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d) No information relating to the complainant's or alleged harasser's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Article.
- e) In the event that the alleged harasser and the complainant are members of the Union, the Employer agrees to allow each their right to Union representation.
- f) Nothing in this Article precludes the right of the complainant to take their complaint to any outside agency i.e. Human Rights Commission, SCAR, Ombudsman, MLA, MP, church, etc., at any time they deem appropriate.

Step 1 (Informal)

- a) Any complaint may be lodged in confidence with a Union or Management official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the other party, and together they will notify the alleged harasser of the complaint.
- b) The complaint shall be investigated in confidence by the two (2) parties and an honest attempt will be made to achieve resolution.
- c) If a satisfactory resolution is achieved, the process ends here.
- d) If no satisfactory resolution is achieved, then Step 2 is implemented.

Step 2 (Formal)

- a) A formal complaint shall be submitted concurrently in writing to Management and to the Union.
- b) Upon receipt of the written complaint, the Management shall set up a Board within five (5) calendar days to investigate the complaint.
 - i) The Board shall consist of one (1) Union representative, one (1) Management representative and an independent Chairperson. The Chairperson is to be selected by rotation from an agreed-to list established by negotiations or may be a different person mutually agreed to. (No representative on the Board shall be from the workplace where the incident is alleged to have occurred.)
 - ii) The parties will equally share the fees and expenses of the Chairperson and the other common expenses of the Board.
 - iii) The Board shall recommend to the Employer whether the alleged harasser or complainant should be removed from the immediate workplace. It is agreed that as a general principle the alleged harasser be the one removed from the immediate assigned workplace. However, in exceptional circumstances (facts such as the emotional and mental health of the complainant), the complainant may be removed.
- c) An opportunity for all parties affected to be heard, will be provided in whatever manner is deemed appropriate by the Board.
- d) A response containing a decision and recommendations will be submitted in writing within twenty (20) days to the Union and Board. This time limit may be extended by mutual agreement between the Union and Management.
- e) The three (3) person Investigate Board shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the Employer appropriate action, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation.
 - i) The Board shall have the authority to determine whether a complaint is frivolous or vindictive, and to recommend the appropriate course of action in such cases.
 - ii) The recommendations of the Board shall be final and binding.
 - iii) As this process for the resolution of a complaint of harassment is similar to the grievance procedure, a complainant is precluded from using the grievance procedure in cases of a complaint of harassment.
 - iv) The decision of the Board, under this Article, is comparable to an arbitration award and is not grievable except it may be reviewed judicially if the decision contains an error in law, is patently unreasonable and/or it exceeds the jurisdiction of the arbitrator as defined under Step 2.

ARTICLE 6 HIRING PROCEDURE, PROBATION AND TRAINING

6.1 Hiring Committee

The hiring of new employees shall be initiated by the Executive director who will convene a Hiring Committee which shall consist of Board member(s) and out of scope employees. The Hiring Committee will make recommendations to the Board who will make the final decision.

6.1.1 The Union shall have the right to be represented by an observer at the deliberations of any panel convened for the purpose of establishing a panel selection list or an eligible list, or interviews, provided the competition relates to a position within the scope of this Agreement and that they are, as applicants, Union members. It shall be at the discretion of the employees of the Elizabeth Fry Society whether to request the services of an SGEU panel observer or enact the provisions of Article 6.1 by having a staff observer on the Hiring Committee.

6.1.2 The position shall be posted on the Union bulletin board in each office for at least ten (10) working days. The Employer agrees to submit a copy of position postings to the Union.

6.1.3 Such a posting shall contain the following information: nature of position, location of position, required qualifications and skills, number of shifts and assigned 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.

6.1.4 Copies of such notices shall also be sent to employees on the re-employment list.

6.2 Role of Seniority in Appointments

The applicant with the most seniority with the Elizabeth Fry Society and having the necessary qualifications, knowledge, education and skills to do the job, shall be appointed to the position.

6.2.1 In the event that there are no internal applicants available, positions shall be publicized outside of the Bargaining Unit.

6.2.2 Interviews shall be structured by the Hiring Committee and shall be set at a time convenient to representatives of the Hiring Committee. Methods of evaluation shall be consistent for all applicants.

6.2.3 After all interviews are completed, the Hiring Committee shall choose the new worker to be recommended by consensus.

6.2.4 Meetings of the Hiring Committee shall take place during regular working hours whenever possible and the staff on the Hiring Committee shall suffer no loss of pay.

6.2.5 In the event a vacancy occurs within the Bargaining Unit, the applicant having the greatest seniority and meeting the base qualifications shall be selected to fill the vacancy. Employees shall be given a three (3) month period of orientation and training or one-third (1/3) the time of appointment in order to fulfill the requirements of the job.

6.2.6 **Appointments Requiring Higher Qualifications**

Consideration for appointment may 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.

6.2.7 Each employee shall be provided with a letter of appointment, including a copy of this Agreement and the terms of employment upon hiring. The Employer will submit a copy of the letter concurrently to the Union.

6.3 **Probation Periods**

Every employee, upon commencement of employment, for initial employment, promotion, or assignment to a different or new classification, as a result of a posted competition, shall serve a probation period of four hundred and fifty (450) hours.

An extension of the probationary period may be obtained by the agreement of both parties. Prior to the expiry of the probationary period, a final report by the Executive Director will be presented to the Board for immediate consideration and final decision. The Employer may dismiss an employee if she fails a probationary period.

During a promotion probation period the worker shall have the right to revert to their former position on request. Probation is only to be served once in any given position.

6.4 **Job Related Training**

The Employer shall endeavour, based on its resources, to provide job-related training for employees. The purpose of such training is to increase the skills of the employee in her current job, or to provide her with the skills necessary for transfer within the unit or for promotion.

Opportunities for job-related training shall be allocated on as equitable a basis as possible.

ARTICLE 7 JOB CLASSIFICATION AND RECLASSIFICATION

7.1 Maintaining a Classification Plan

The Employer shall maintain a position classification plan in which positions of similar kind, difficulty and responsibility are included in the same classification. Employees shall be given a job description upon commencement of employment with the Elizabeth Fry Society. All existing employees shall be supplied with a job description specific to all duties and expectations of the position.

7.2 Classification Shall be Submitted to the Union

The Employer agrees to submit to the Union, job descriptions for all new positions and classifications.

7.3 Manual of Classification Specifications

A Manual of Classification Specifications, currently maintained, shall be kept in the Employer's office and shall be available for inspection. The Manual of Classification Specifications shall include job descriptions and qualifications required for all classifications that exist, and have existed with the Elizabeth Fry Society.

The Manual of Classification Specifications shall be provided to the Union.

7.4 Changes in Classification

When the volume of work or the duties of any classification is altered or changed, or where the Union or the employee feels she is incorrectly classified or when a new classification is created during the term of this Agreement, the hours of work and qualifications shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification. All disputes will be referred to an Arbitrator, who shall follow the regular grievance and arbitration procedure contained in this Collective Agreement.

7.5 Challenge from Senior Employees

When reclassification is due to new or additional duties and responsibilities, the most senior qualified employee shall be appointed.

7.6 Downward Classification

No employee shall have her wages reduced as a result of downward classification. Such an employee's name shall be placed on a re-employment list for a classification of positions similar to and with the same salary range as her position before it was downgraded.

7.7

Job-Sharing

- a) All job-sharing arrangements must be covered by the Collective Agreement.
- b) The position to be job-shared is maintained as a permanent, full-time position.
- c) If a full-time position becomes vacant as a result of the job-sharing arrangement, that position is also maintained as a permanent, full-time position.
- d) Job-sharing should be initiated by the interested employee(s), or by the Employer, and approved by both the Union and the Employer.
- e) Each participant in a job-sharing arrangement must remain eligible for Unemployment Insurance and Canada Pension Plan coverage.
- f) Each job-sharing arrangement must be evaluated on an on-going basis every six (6) months to determine its feasibility in the workplace, and can be extended for further period(s) of six (6) months.
- g) As a minimum, employee benefits during job-sharing should be determined by pro-rating the benefits of the full-time position.
- h) The work schedule of a job-shared position should remain the same as if the position were not job-shared.
- i) If the job-sharing arrangement ends because one (1) of the participants leaves the job-sharing position, the remaining employee, if a permanent employee, shall be given first (1st) opportunity to assume the position on a full-time basis. The remaining employee, if a term employee, shall be given an opportunity to assume the position on a full-time basis until the term of the original job-sharing arrangement expires. At this point the position shall be advertised as a permanent full-time position.
- j) When the job-sharing arrangement expires according to the Collective Agreement, the participants should return to their previous position within the workplace, if they were permanent employees.
- k) There shall be no reduction of the number of full-time permanent positions as a result of the establishment of a job-sharing arrangement or job-sharing arrangements.
- l) Parties to this Agreement agree that the job share will terminate on the six (6) month anniversary whenever possible.

ARTICLE 8 STRUCTURAL CHANGE

8.1 Where possible no structural changes, by the Employer, shall be made when the process will eliminate existing staff or reduce the working hours of existing staff. All employees who have concerns relating to an adequate number of hours being scheduled to perform assigned duties will submit their concerns in writing to the Executive Director.

8.2 Job Abolition

It is agreed that the Employer will inform the Union in advance of any need for job abolishment. A period of ninety (90) working days in all instances shall be provided, where possible.

8.3 **Conditions Required for Lay-Offs**

Once notice is given by the Board that program termination and/or declining revenue may require a reduction in expenses with consideration to staff lay-offs, a Parity Committee with equal representation between Union representatives and Employer representatives shall, where possible, be struck at least two (2) months in advance of a possible lay-off. Parity Committee is to make recommendation to Board of Directors.

- a) Any lay-off of employees shall be solely for reasons of declining income defined as an emergency financial situation beyond the control of the Employer.
- b) The Parity Committee will be empowered to investigate the finances of the organization to determine priorities and to make guidelines with first, consideration given to cutbacks in non-staff related expenses.
- c) Work plans shall be amended to reflect reduced staff numbers.
- d) There shall be no corresponding increase in workload for the remaining employees subsequent to lay-offs.
- e) In the event of lay-off, the order of lay-off will be according to least seniority first.
- f) Notice of lay-off shall be two (2) months where possible.
- g) In the event that program funding is provided for a one (1) year period (52 weeks), the employee hired in that program position will remain employed for a one (1) year period (52) weeks from the time of receipt of funding.

8.4 **Re-employment Lists**

The Employer shall establish and maintain re-employment lists by classification, with the names of employees with Union status ranked thereon in order of seniority.

8.5 **Length of Recall**

An employee shall be on the re-employment list for a period of two (2) calendar years from their last day of employment.

8.6 **Notice of Recall**

Notice of recall shall be made by telephone or, if unsuccessful, by registered mail, to the last address of the employee known by the Employer. A copy shall be sent to the Union office.

8.7 **Seniority of the Recalled Workers**

Seniority shall resume on being rehired.

8.8 **Notice of Current Address**

It shall be the responsibility of the employee on the recall list to keep the Employer informed of her current address.

8.9 **Copies of Motions**

Copies of motions, resolutions, bylaws, rules and regulations adopted by the Society which relate to the working conditions, staff, or matters covered by this Agreement will be forwarded to each Steward.

8.10 **Bumping**

There shall be no bumping.

ARTICLE 9 DISMISSAL, SUSPENSION AND DISCIPLINE

9.1 It is the intention of the parties that the above matters be dealt with quickly. Employees shall be retained on active duty with pay until a final decision has been reached through the dispute resolution process. Exceptions to this are set forth in Article 9.6.

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.

All discipline shall be conducted at a private meeting in the workplace, or by mutual agreement at another location.

9.2 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:

9.3 **Disciplinary Action**

Prior to any disciplinary action, 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 – unless waived in writing by the employee. The member will be given sufficient time to arrange union representation and/or to schedule a meeting at a later date.

9.4

Burden of Proof

In cases of reprimand, suspension, non-appointment, demotion or dismissal, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the reprimand, suspension, non-appointment, demotion or dismissal notice. Disciplinary actions related to an employee's unsatisfactory work performance or other inappropriate behaviour shall be commenced within fourteen (14) calendar days of the time that the alleged activity occurred or fourteen (14) calendar days after the incident comes to the attention of the Employer. Copies of such disciplinary actions shall be sent to the Union Steward.

9.5

Records of Employees

Personnel records of an employee shall be open to her scrutiny upon request:

- a) The employee shall request access from the Executive Director during the Director's regular working hours, to be arranged at a mutually agreed time.
- b) The employee shall view the file in the presence of the Director and Steward, if requested. The employee is permitted to make notes or copies from her personnel file, however, the file cannot be removed from the office.
- c) 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 of which the employee was not aware at the time it was placed on his or her file may be introduced as evidence in any hearings.
- d) The Union shall have access to an employee's personnel file on the employee's written request.
- e) Employees may add any pertinent information to their files.
- f) Records of disciplinary action of an employee shall be removed from an employee's personnel file after twelve (12) months following a disciplinary action, unless the employee is again disciplined for the same reason within the twelve (12) month period.

9.6

Progressive Discipline

a) **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 performance does not improve or her misconduct continues. There is no official written report of a verbal reprimand. Subject to Article 9.2, a steward or union staff representative shall be present as a witness.

b) **Letter of Reprimand**

The Employer shall reprimand the employee by means of a letter of reprimand to the employee within fourteen (14) calendar days of the event giving rise to the complaint. Such letter shall become part of the employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded, and must be received within thirty days of receipt of the original letter. Letters of reprimand shall be forwarded to the Union.

c) **Investigative Suspension**

An employee may be suspended with pay by the Employer pending the conduct of an investigation. The employee shall be informed of the results prior to the end of the suspension with pay.

d) **Disciplinary Suspension**

An employee may be suspended without pay. The affected employee shall 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. An employee may be removed from active work without pay on agreement between the Employer and the Union, where the alleged cause for suspension presents a danger to the safety of others or equipment or where there is a concerted refusal to perform assigned work, or where the parties agree that the health of the workplace has been negatively affected.

e) **Dismissal**

Dismissal shall be effected by the Executive Director or her designate. The employee shall receive written notice of the action which shall include a specific statement of just cause.

9.7

- a) 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.
- b) Subject to the waiver provisions of Article 9.2, there shall be a Union observer during any disciplinary investigation.

9.8 **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 the suspension, demotion, or dismissal.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 **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.

10.2 **Recognition of Stewards**

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

10.3 **Handling Disputes During Work Hours**

Stewards, 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 Stewards or aggrieved employee shall not lose any pay or other benefit for time so spent.

10.4 **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.

10.5 **Step 1**

- a) The grievance shall be submitted in writing by the aggrieved and/or the union on behalf of the aggrieved to the Employer within thirty (30) calendar days of discovery of cause for a grievance.
- b) Within fourteen (14) 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 her option.
- c) The Employer shall render a decision in writing within fourteen (14) calendar days of the meeting.

- d) Notwithstanding the above, the thirty (30) 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.
- e) In all instances, a copy of the grievance shall be submitted concurrently to the Employer and the union.

10.6

Step 2

- a) If satisfactory settlement cannot be effected at Step 1, the union may, within fourteen (14) calendar days submit the grievance to the Board Committee or its designate.
- b) Within fourteen (14) calendar days of receipt, the Committee or its designate and the union steward shall discuss the grievance with the employee affected present or absent, at her option.
- c) A written decision shall be rendered within fourteen (14) calendar days of the meeting.

10.7

Step 3

- a) Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to arbitration by the Union within fourteen (14) calendar days.

10.8

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.

10.9

Provision of Information

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

10.10

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.

10.11 **Time Limits**

- a) If the union does not respond within the prescribed time limits, the grievance shall be deemed withdrawn.
- b) If the employer does not respond within the prescribed time limits, the grievance shall be granted.
- c) The time limits referred to in this Article shall be exclusive of Statutory Holidays.

10.12 **Special Measures**

- a) Nothing in this Article precludes the parties from mutually agreeing to modify 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.

ARTICLE 11 ARBITRATION

11.1 **Naming an Arbitrator**

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of this Agreement.

The party making the request shall, at the same time as it notified the other party, notify the Arbitrators.

11.2 **Selection of Arbitrator [Single Arbitrator]**

The arbitrator will be selected on a rotational basis from a list of at least three (3) individuals. The list shall be established by the parties to this Agreement. The order in which they will act shall be determined by the order in which they have been listed. In the event that the person whose turn it is to act is not available, the member next following shall act.

The list will be comprised by mutual agreement of the parties.

11.3 **Procedure of an Arbitration**

The Arbitrator shall fix the time and place of sittings and notify the parties. The Arbitrator shall convene a hearing not later than eight (8) calendar days after it has been constituted, unless by consent of both parties the date is changed.

The Arbitrator shall determine her own procedure, but shall give full opportunity to all parties to present evidence and make representation.

11.4 **Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on all parties.

The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement, which she deems just and equitable. The Arbitrator shall render her decision within three (3) working days.

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.

11.5 **Expenses of an Arbitrator**

The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties.

ARTICLE 12 SENIORITY

12.1 **Definition**

The seniority of an employee is defined by the number of actual regular hours of work from the date of initial employment with the Employer.

12.2 **Leave of Absence**

All employees shall continue to accumulate seniority on any authorized leave of absence, unless otherwise specified.

12.3 **Seniority Lists**

The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the Employer and the number of hours worked. Such lists shall be sent to the Union by January 31st of each year and remain posted on the bulletin board for the balance of the year. This list shall be open for challenge until February 28th of the same year.

12.4 **Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) Dismissal for cause and is not reinstated.
- b) Resignation in writing not withdrawn within four (4) days of its submission.
- c) If laid off for a period longer than two (2) years.

- d) Failure to return to work immediately following the completion of a leave of absence or within ten (10) days notification by the Employer to return to work following a lay-off, unless, in either case the employee can show a justifiable reason for failure to report to work.

ARTICLE 13 HOURS OF WORK

13.1 Definition

Full-Time, **Part-Time, Temporary and Term** employees **shall not work more than** one hundred and forty (140) hours in a four (4) week period. Employees are not permitted or required to work more than one hundred and forty (140) hours in a four (4) week period without written approval. **Normal working hours shall be between 8:00 a.m. and 5:00 p.m., Monday to Friday. It is agreed by the parties that from time to time, programming requirements may necessitate staff working outside 8:00 a.m. and 5:00 p.m. Monday to Friday. The employees schedule with all hours worked shall be self-regulated by the employee with approval of the Executive Director. Sunday shall be considered a day of rest. Rest days shall be two or more consecutive days whenever possible.**

13.2 Flexible Hours

Flexible hours are hours worked beyond the one hundred and forty (140) hours in a four (4) week period which are voluntarily worked by an employee without being requested by the employer. These flexible hours shall be considered banked as time off in lieu at straight time. Such time shall be taken within eight (8) weeks of being earned, and shall be at a time mutually acceptable to the employee and Executive Director. Employees shall make application to the Executive Director for approval to carry-over their time in lieu beyond the eight week time period and if the employee and Executive Director cannot find a mutually agreeable time frame to use the time in lieu the Executive Director shall then schedule when the time in lieu is to be taken. Any time in lieu not taken in accordance with this Article shall be paid at straight time.

13.3 Meetings/Travel Time

Time spent in meetings, training or any other job related function when the employee is required by the Employer to attend, shall be considered time worked.

Travel Time for work purposes shall be considered as hours worked. This does not include time an employee spends commuting to and from work.

Travel Time worked beyond the one hundred and forty (140) hours shall not be paid at overtime rates as per Article 14.

ARTICLE 14 OVERTIME

14.1 Definition

When assigned or approved by the Executive Director or designate, overtime shall be all hours worked in excess of the one hundred and forty (140) hours in a four (4) week period or all hours worked on a designated holiday or day of rest. **The only exceptions are Article 13.2 (Flexible Hours) and Travel Time (Article 13.3).** Overtime will be paid at the rate of time and one-half (1 1/2) **which shall be taken as time in lieu.**

14.2 Time in lieu

Time in lieu **shall** be taken within eight (8) weeks of being earned, and shall be **at a time mutually acceptable to the employee and Executive Director.**

14.3 Voluntary Overtime

No employee shall be required to work overtime against her wishes.

ARTICLE 15 PAY ADMINISTRATION

15.1 The wage schedule covering employees occupying positions in the classification plan shall be set out in Schedule B, forming part of this Agreement.

15.2 Work of Equal Value

Employees shall receive equal pay for work of equal value.

15.3 Hiring Rates

The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Schedule A, except where there is agreement between the Employer and the Union to hire above the minimum.

15.4 Pay Days

Employees shall be paid each two (2) week period of work, resulting in twenty-six (26) pay periods per year.

15.5 **Expense Cheques**

The Employer will reimburse any employee for all expenses incurred on behalf of the Employer. Expense cheques will be issued on the fifteen (15th) day and the second last full working day prior to the end of the month where receipts are submitted forty-eight (48) hours prior to those dates.

15.6 **Statement of Earnings**

Every employee shall receive a statement attached to each cheque, showing the gross amount earned, itemized deductions and net amount payable.

15.7 **Changes in Pay Range**

When a higher pay range is assigned to a position, the employee shall move to the same step in the new range as held in the previous range.

15.8 **Calculation of Sick Leave and Vacation**

The month that an employee commences employment shall be considered as a full month for the purposes of vacation and sick leave accumulations.

15.9 **Temporary Performance of Higher Duties**

Temporary assignment of higher duties, in-scope or out-of-scope, shall occur only when there is mutual agreement in writing that the duties assigned are "higher duties". An employee who is temporarily assigned higher duties shall be paid accordingly.

ARTICLE 16 EMPLOYEE BENEFITS

16.1 **Pro-rata Clause**

All benefits of this Agreement shall, unless otherwise specified, accrue on a pro-rata basis to employees who work less than full-time. The benefits contained in this Agreement are based on a thirty-five (35) hour work week. An employee who works less than thirty-five (35) hours per week will be entitled to an equivalent percentage of her work week, i.e. a person working a seventeen-and-a-half (17.5) hour work week is entitled to take one and one-quarter (1 1/4) days off per month which would be eight-and three-quarters (8.75) hours per month based on a thirty-five (35) hour work week. Her pay for such days will reflect that she is only working seventeen-and-a-half hours per week and, therefore, she will receive "payment" for four-and-three-eighths (4.375) hours.

16.2 **Workers' Compensation Supplement**

An employee who has a claim approved by the Workers' Compensation Board, due to a work related accident, shall receive payments directly from the Workers' Compensation Board. An employee shall not receive benefits under Article 20.1.4, nor will there be any reduction of sick leave days.

16.3 **R.R.S.P.'s**

The Employer will contribute four (4) percent of each employee's wage, retroactive to April 1, 2001, as contained in Appendix "B", into an R.R.S.P. in the name of each employee.

For the purposes of RRSP contributions, "wages" shall mean:

- a) Regular wages
- b) Overtime
- c) Vacation Pay
- d) Statutory Holiday Pay

16.4 **Extended Health and Vision Care Plan**

All employees under this Agreement are covered by the terms and conditions of the SGEU Extended Health and Vision Care Plan 3B. Premiums are paid 100% by the Employer (Single, Couple or Family Rate).

16.5 **SGEU Dental**

All employees under this Agreement are covered by the terms and conditions of the SGEU Dental Plan (U3). Premiums are paid 100% by the Employer (Single, Couple or Family Rate).

16.6 **Long Term Disability**

Employees have voted in agreement to join and maintain membership in the SGEU Long-Term Disability Plan. New employees shall join the SGEU LTD Plan as a condition of employment. The Employer agrees to deduct appropriate assessment for membership in the SGEU LTD Plan.

ARTICLE 17 TRAVEL AND ALLOWANCE

17.1 **Use of Employee Vehicle**

As a condition of employment, the Employer does not require employees to own an automobile. Subject to the approval of the Executive Director, the Employer will, when necessary, provide transportation appropriate to the occasion.

The mileage rates which will apply will be the approved PSC/SGEU currently in effect.

17.2 **Meals & Accommodation**

- a) The meal rates and guidelines shall be set at the amounts as negotiated between PSC and SGEU.
- b) The accommodation rates shall be actual and reasonable charges supported by a receipt.
- c) An amount of \$25.00 per night will be paid for accommodation in private residences.

ARTICLE 18 DESIGNATED HOLIDAYS

18.1 New Year's Day, **Family Day**, International Womens' Day, Good Friday, Easter Monday, International Workers' Day, Victoria Day, Canada Day, **Saskatchewan Day**, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

Employees who work on a designated holiday are entitled to pay at the rate of time and one-half (1 1/2) in addition to either five percent (5%) of wages over the four (4) weeks preceding the designated holiday or the equivalent time in lieu.

Employees who do not work on a designated holiday are entitled to five percent (5%) of wages over the four (4) weeks preceding the designated holiday or the equivalent time in lieu.

18.2 **Alternate Religious or Cultural Holidays**

Where an employee belongs to a religious or cultural group whose significant holidays or observances are not specified in Article 18.1, she shall be granted such holidays with pay, to a maximum of two (2) days per year after notifying the Executive Director ten (10) working days in advance of the holiday.

18.3 **Moving a Designated Holiday**

A designated holiday may be moved to another day by mutual agreement between the parties.

ARTICLE 19 VACATIONS

19.1 **Definitions:**

Vacation means annual vacation with pay.

Continuous employment: For purposes of calculating vacation entitlement continuous employment shall be defined from the initial employment date, and shall be broken for the following reasons;

- a) dismissal for cause and is not reinstated.
- b) resignation in writing and not withdrawn within four (4) days of its submission.
- c) is laid off for a period longer than two (2) years.
- d) failure to return to work immediately following the completion of a leave of absence or within ten (10) working days notification by the Employer to return to work following a lay-off, unless, in either case the employee can show a justifiable reason or failure to report to work.

Vacation entitlement will not accrue during lay-off or unpaid education leave.

19.2 **Annual Vacation**

Up to and including the second (2nd) year of continuous employment, one and one-quarter (1 1/4) working days per month. (Fifteen (15) working days per year).

During the third (3rd) and subsequent years including the seventh (7th) year of continuous employment, one and one-half (1 1/2) working days per month. (Eighteen (18) working days per year.)

During the eighth (8th) and subsequent years including the fourteenth (14th) year of continuous employment, one and two-thirds (1 2/3) working days per month. (Twenty (20) working days per year).

During the fifteenth (15th) and subsequent years of employment, two point zero eight four (2.084) working days per month. (Twenty-five (25) working days per year).

19.2.1 **Christmas Closure**

All regular full time employees will be given twenty-eight (28) hours work between Christmas and New Years as leave with pay, unless operational requirements prohibit the leave taken on the work days between Christmas and New Years, in which case the days shall be taken before January 31st. Part-time employees shall receive pro-rated amounts.

19.3 **Carry-Over Vacation**

The vacation entitlement contained herein will be taken by all the employees annually subject, however, to the provision that the employees may make application to the Employer for carry-over of the entitlement to the following year. Carry-over of up to ten (10) days shall be approved. Consideration will be given for carry-over in excess of ten (10) days by the Board.

19.4 **Vacation Pay on Termination**

An employee leaving the service at any time in the vacation year before the employee has taken vacation shall be entitled to a proportionate payment of salary in lieu of such earned vacation.

19.5 **Unbroken Vacation**

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

19.6 Disputes occurring over time allocations for vacation purposes shall be resolved pursuant to the regular seniority principles.

19.7 **Drawing on Future Vacation Leave**

An employee, having acquired two (2) years of seniority and whose term of employment may require a future layoff shall be permitted to draw on her future vacation leave credits to a maximum of two (2) weeks. In the event that her employment terminates prior to earning the taken vacation leave, any overdrawn amount owing will be withdrawn from her final pay.

ARTICLE 20 LEAVES OF ABSENCE

20.1 **Definition**

Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under The Workers' Compensation Act. The purpose of sick leave is to maintain salary and benefits when an employee is ill. It is not intended to be used for time off work. Sick leave is cumulative to be used when necessary and with discretion, to ensure it is available when the employee requires it.

20.1.1 **Annual Paid Sick Leave**

Sick leave credits shall accumulated from the date of employment on the basis of one and one-quarter (1 1/4) working days per month (fifteen (15) working days per year).

20.1.2 **Accumulation of Annual Paid Sick Leave**

The unused portion of an employee's sick leave shall accrue **from year to year, to a maximum of one hundred and sixty (160) days, for her future benefit.**

20.1.3 **Request for Medical Certificates**

In the event of an illness, the Employer reserves the right to request the employee provide a medical certificate confirming such illness if the employee is absent from work for three (3) or more consecutive days, or if the employee exhibits a recurrent pattern of illness. In all cases the Employer will pay the cost incurred by the employee in complying with the request.

20.1.4 **Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absences on account of all illness shall be made on an hourly deduction basis.

20.1.5 **Sick Leave Credits**

When an employee is given leave of absence without pay for any reason or is laid off due to lack of work she shall accumulate sick leave on the following basis:

First ninety (90) days - all employees accumulate sick leave credits.

Next ninety (90) days - employees who have accumulated twenty-four (24) months of actual working time accumulate sick leave shall be entitled to claim use of accumulated sick leave credits for the duration of the illness to the maximum of ten (10) days.

20.1.6 **Sick Leave Records**

An employee's accumulated sick leave credits shall be made available to employee(s) upon request.

20.1.7 **Leave of Absence While Sick**

Where employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work or for a period of one (1) year. Such leave shall be reviewed annually. The employee may be replaced by a **temporary employee** during her absence, at the discretion of the Executive Director, in consultation with the Union.

Seniority during this leave shall be accumulated up to one hundred and eighty (180) days.

20.1.8 While an employee is in receipt of monies from Worker's Compensation, that employee will not receive benefits under 20.1.1 above, nor will there be any reduction of sick leave days.

20.2 **Definite Leave**

Providing satisfactory arrangements can be made for the performance of her work, an employee may, for valid reasons be granted a definite leave of absence without pay, for up to one (1) year. Seniority, sick leave and benefits shall continue to accrue, with no loss of salary increments or job security, during leave which is less than ninety (90) days in duration. The employee shall retain and accrue seniority and retain accumulated benefits, but shall not accrue sick leave or benefits on a definite leave which is longer than ninety (90) days unless otherwise stated in the contract. Employees may be replaced when on any approved leave for the length of the leave at the discretion of the Executive Director, with notification provided to the Union.

If the employee wishes to return to work prior to the original return date, she must provide written notice of her intention thirty (30) days prior to her revised return date.

20.2.1 **Family Leave/Dependent Care**

Parenting leave shall be considered definite leave. An employee shall be entitled to a leave of absence without pay of up to two (2) years for the purpose of attending to family obligations or to care for dependants. An employee on such leave of absence may apply for extensions not exceeding the above two (2) year period. An application for extension must be received by the Executive Director thirty (30) days before the present leave is completed.

20.2.2 **Maternity, Adoption and Nurturing Leave**

An employee shall be granted maternity or adoption leave provided she has been in the employment of her Employer for at least twenty (20) weeks within the previous fifty-two (52) weeks. The employee shall submit an application in writing to the Executive Director of the Employer for leave under this section at least four (4) weeks prior to the date specified by her in the application as the day on which she intends to commence such leave. Such leave shall be for a period of up to twelve (12) months and shall be considered definite leave without pay. With respect to maternity leave, such leave may be extended, where in the opinion of a medical practitioner it is warranted.

- a) If the employee is required to leave work because of a pregnancy-related illness, her leave of absence shall be considered sick leave rather than maternity leave, and she shall be entitled to sick leave benefits for the period of time she is ill and has sick leave benefits accumulated. A medical certificate must be provided.
- b) Such leave will be granted with assurance that the employee will resume employment in the same position, or in a comparable position, and at the current rate of pay.
- c) The employee shall accrue seniority and benefits during the period of maternity leave.
- d)
 - i) Where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period of maternity leave without pay, as set out above, maternity leave may be extended by a period equal to the period during which the child is hospitalized.
 - ii) In any case described in subsection (d) i) set out above where the employee has preceded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over, and remain on maternity leave without pay to the extent provided for in subsection (d) i).

- iii) The extension described in subsection (d) i) or ii) shall end no later than fifty-two (52) weeks after the birth of the child.
- e) If an employee has already initiated her maternity leave and subsequently becomes ill, she will not be entitled to sick leave benefits for the duration of the leave.
- f) Additional nurturing leave of up to one (1) year without pay may be granted for health reasons and shall be considered definite leave.

20.2.3

Job-Related Educational Leave

- a) Job-related educational leave shall be considered definite leave without pay, and may be granted, pursuant to the following procedures:
 - i) Short-term duration, from one (1) to eight (8) weeks, may be granted to any employee who requests it, provided that she applies two (2) months prior to the commencement of the proposed leave, and provided that satisfactory arrangements can be made by the Executive Director in consultation with the employee for the performance of the employee's work.
 - ii) Medium-term duration, from nine (9) to sixteen (16) weeks, may be granted to any employee who requests it, provided that she applies four (4) months prior to the commencement of the proposed leave, and provided that satisfactory arrangements can be made by the Executive Director in consultation with the employee for the performance of the employee's work.
 - iii) Long-term leave, from seventeen (17) to fifty-two (52) weeks, may be granted to any employee who requests it, provided that she applies four (4) months prior to the commencement of the proposed leave, and provided that satisfactory arrangements can be made by the Executive Director in consultation with the employee for the performance of the employee's work.
- b) Where more than one (1) employee in each workplace or more than two (2) in the Bargaining Unit apply for leave during overlapping periods, then the applicant(s) with most seniority shall be preferred.

c) Extended Education Leave

Education leave may be extended up to a total of one hundred and four (104) weeks.

Seniority and benefits shall be maintained, but not accrued during the period of the extension.

An employee on an extended educational leave shall be placed on the re-employment list according to Article 7.3. Such extended education leave shall not be considered definite leave.

20.2.4 Long Term Disability

- a) Employees who are on Long Term Disability shall be given an unpaid leave of absence for up to two (2) years.
- b) Employees who are fit to return to work shall be reinstated in their previous position.
- c) Employees on such leaves shall retain and accrue seniority.
- d) If an employee is not able to return to work after two years absence due to illness or injury the following shall apply:
 - i) The Employee's position shall be filled on a permanent basis.
 - ii) The Employee will be placed on a recall list for a maximum period of two years. During this period the employee will be offered any vacancy that occurs for which they are qualified. The employee is permitted to refuse any offered position(s) during this period.
 - iii) Employees will not be entitled to any benefits while on the recall list but will retain existing seniority at the time placed on the recall list.
- e) The employer and the Union agree to attempt to find employment within the bargaining unit for employees able to work, but unable to fully return to their former positions.
- f) While off work employees are responsible for providing the Employer with their accurate up-to-date contact information.

20.3 Short Term Leave

20.3.1 Bereavement Leave

Bereavement leave with pay shall be granted to an employee **and such leave shall consist of up to five (5) days**. Such leave to apply in the death of an employee's domestic partner, brother, sister, parent, child, grandparents, grandchild, in-law, **or any other person with whom a significant close personal relationship is maintained**. Other or additional leave may be granted **by the employer** under extenuating circumstances.

20.3.2 Pressing Necessity Leave

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 advise the Employer as soon as reasonably practical of her intention to take such leave, **the reasons therefore and the length of such leave**.

An employee is not entitled to carry over any 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.

ARTICLE 21 SAFETY, HEALTH, AND PROTECTION

- 21.1 The Employer shall make provisions for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards.
- 21.2 An Occupational Health and Safety Committee, consisting of employee and Employer representatives shall be established to meet and to co-operate in resolving all unsafe hazardous or dangerous working conditions. This Committee shall meet on a regular basis. Representatives of the Union shall suffer no loss of pay for attending such meetings.
- 21.3 **No Discipline**
- No employee shall be disciplined for refusal to work on a job, or to operate any equipment, that is unsafe.
- 21.4 **First Aid**
- Adequate first aid supplies shall be made available in all Employer worksites.
- 21.5 **Recognition of Social Illness**
- The Employer and the Union recognize that mental illness, alcoholism and drug abuse are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. Employees whose partner or dependants is undertaking a rehabilitative program for alcoholism or drug abuse may access vacation time or leave of absence without pay to participate with her partner in such rehabilitative program.
- It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgement of the above is not to be interpreted as constituting a waiver of Management's responsibility to maintain discipline, or the right to take disciplinary measures within the framework of the Collective Bargaining Agreement.
- 21.6 The Elizabeth Fry Society workplace shall be a non-smoking workplace. Employees may smoke outside where permitted.
- 21.7 Employees requiring CPR and/or First Aid updated certificates shall be compensated for the fee(s) paid with submission of receipts after successful completion of the probation period.

- 21.8 The Employer shall fund Hepatitis B and vaccinations, as necessary (to be determined by the Occupational Health and Safety Committee), to ensure the health and safety of employees. The Employer will compensate employees for the fee(s) paid with submission of receipts after successful completion of the probationary period.
- 21.9 Required critical incident counselling (as determined by the Occupational Health and Safety Committee) shall be supplied by the Employer.

ARTICLE 22 TECHNOLOGICAL CHANGE

22.1 Definition

For the purposes of this Agreement, the term "change" shall be understood to mean changes introduced by the Board in the manner in which it carries out educational operations and services where such change or changes significantly affects the terms and conditions or security of employment of a significant number of members of the Bargaining Unit or alters significantly the basis on which this Agreement was negotiated.

Such changes as anticipated above shall include the following where such change or changes significantly affects the terms and conditions or security of employment of members of the Bargaining Unit or alters significantly the basis on which this Agreement was negotiated:

- a) the introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilized;
- b) a change, related to the introduction of this equipment, material or process, in the manner in which the Board carries out its educational objectives and operations;
- c) any change in work methods, organization, operations, or processes which affects one (1) or more employees;
- d) any change in location at which the Board operates.

22.2 Notice

When the Board intends to introduce a technological change:

- a) the Board agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- b) the foregoing notwithstanding, the Board shall provide the Union, at least ninety (90) days before the term in which an introduction of a technological change is intended, with a detailed description of the change it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

22.3 **Data to be Provided**

The notice mentioned in Article 22.2 shall be given in writing and shall contain pertinent data, including:

- a) the nature of the change;
- b) the date on which the Board proposes to effect the change;
- c) the approximate number, type and location of employees likely to be affected by the change;
- d) the effects the change may be expected to have on the employees' working conditions and terms of employment;
- e) all other pertinent data relating to the anticipated effects on employees;
- f) draft changes and additions to the Collective Agreement.

22.4 **Notice to Functional Work Areas**

The notice mentioned in Articles 22.2 and 22.3 shall also be given to the functional/subject area to be affected.

22.5 **Consultations**

Where the Board has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next thirty (30) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board to protect the employees from any adverse effects. The Board and Union agree to bargain in good faith on all aspects of the intended change.

22.6 **Resulting Agreements**

Where the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such Letters of Agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.

22.7 **Failure to Agree**

Where the parties do not reach agreement within sixty (60) days after the date on which the Union has received notification from the Board of its intention of introduction of a technological change, and various matters, including compensation in the event of reduction, remain unresolved, the parties shall refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.

22.8 **Effect of Dispute Resolution on Introduction of Technological Change**

Technological change shall not be introduced by the Board until the matter is resolved by agreement or arbitration.

ARTICLE 23 JOB SECURITY

23.1 Present Conditions and Benefits

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

23.2 Agreement Subject to Applicable Laws

All provisions of this Agreement are subject to any applicable laws now or hereafter effected.

23.3 Employer Amalgamation

In the event the Employer merges or amalgamates with any other body, the Employer endeavours to ensure within their capabilities that the Agreement goes with the employees.

ARTICLE 24 TERM OF AGREEMENT

24.1 Duration

This Agreement shall be binding and remain in effect from **April 1, 2007 to March 31, 2012** and shall continue from year to year thereafter unless written notice of request to negotiate a revision is given by either party not less than thirty (30) days or more than sixty (60) days prior to the anniversary date hereof.

24.2 Changes in Agreement

Any changes deemed necessary in this Agreement can only be made with mutual agreement between the Union and the Employer and further that these changes shall form part of the Collective Agreement and are subject to the Grievance and Arbitration procedure.

24.3 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and sixty (60) days prior to the termination date, give notice in writing to the other party of the changes proposed.

24.4

Agreement to Continue in Force

Where such notice requests revision only, the following conditions shall apply:

- a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- b) Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, the retroactivity of terms as mutually agreed upon (other than wages) shall be negotiable.

APPENDIX A

BASE RATES

ELIZABETH FRY SOCIETY OF SASKATCHEWAN INC.

The parties agree to co-operate in the development of proposals for funded projects ensuring to the best of their ability that said proposals fit within the general frame work of the Collective Bargaining Agreement in so far as hours of work, salaries and benefits are concerned.

The Employer acknowledges the value of ensuring that all salaries be established at nothing less than **\$19.45/hour, as of April 1, 2009**. With this goal in mind, the Employer agrees to evaluate each particular grant and how it affects each employee. Mutual agreement is required before any deviation from this goal occurs.

APPENDIX B – Wage Schedule

Annual / Bi-Weekly / Hourly Rates

		2007 + 5%	2008 + 5%	2009 + 5%
Employees with 5 or more years seniority	Annual	34,398	36,127	37,929
	Bi- Weekly	1,323.00	1,389.50	1,458.80
	Hourly	18.90	19.85	20.84
Employees with less than 5 years seniority	Annual	32,305.00	33,924.80	35,617.40
	Bi- Weekly	1,242.50	1,304.80	1,369.90
	Hourly	17.75	18.64	19.57

APPENDIX C

Letter of Understanding

between

Saskatchewan Government and General Employees' Union

and

Elizabeth Fry Society of Saskatchewan

Re: Re-opening of Negotiations for Wages

It is agreed that staff members have a right to a rate of pay commensurate with other workers in the Public Service. To that end, it is agreed that should the financial situation of the Elizabeth Fry Society changes for the better, negotiations would be re-opened to bargain an increase in wages for staff.

*Signed as part of Memorandum of Agreement dated June 20, 1995.

APPENDIX D

Letter of Understanding

between

Elizabeth Fry Society of Saskatchewan

And

Saskatchewan Government and General Employees' Union

Re: Job Classification

It is agreed that the process of reviewing and establishing job classifications, which has already begun, will continue. Recommendations will be made by the Bargaining Committee to the parties at the next round of bargaining.

*Signed as part of Memorandum of Agreement dated June 20, 1995.

APPENDIX E

Letter of Understanding

between

Elizabeth Fry Society of Saskatchewan

And

Saskatchewan Government and General Employees' Union

RE: Provincial Bargaining for CBO's

Approximately fifty (50) Community Based Organizations (CBO's) across the province annually negotiate Collective Agreements with various public service Unions. The Boards of these organizations and the Unions recognize significant agency and Union resources are required to bargaining fifty (50) separate Collective Agreements.

The parties, therefore, agree that CBO Boards and Unions will begin dialogue to explore methods whereby negotiations can occur on a provincial, regional or like-service-basis. The focus of discussions will be to find ways to effectively and efficiently utilize resources and address the historic inequities of CBO funding.

The parties agree to select a representative, one (1) from the Board (may be the Executive Director) and one (1) from the Union. Talks will tentatively begin within the 1997/98 fiscal year. The representatives will discuss the feasibility and logistics of provincial bargaining with the intent of developing a mutually agreed on process.

*Signed as part of Memorandum of Agreement dated June 19, 1997.

IN WITNESS WHEREOF, the parties hereto on the _____ day of **June 2011**, A.D.,
caused these presents to be executed effective the 1st day of April **2007**, A.D.

In the presence of:

Signed on Behalf of:
ELIZABETH FRY SOCIETY
OF SASKATCHEWAN INC.,
represented by:

Signed on Behalf of:
SASKATCHEWAN GOVERNMENT
AND GENERAL EMPLOYEES' UNION,
represented by:

Maria Bertrand, Chairperson
Negotiating Committee

Nancy Poon
Board Member

Kristin Ward
Negotiating Committee

Ailsa Watkinson
Chair, Board

Nicole Alberts, AAA
SGEU