

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**REGINA TRANSITION WOMEN'S SOCIETY
LOCAL 5147**

APRIL 1, 2005 - MARCH 31, 2008

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THIS AGREEMENT made this 2nd day of **August**, A.D. **2007**

BETWEEN

REGINA TRANSITION WOMEN'S SOCIETY, hereinafter called "the Employer",

PARTY OF THE FIRST PART;

AND

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION, and its **LOCAL 5147**, hereinafter called "the Union",

PARTY OF THE SECOND PART.

ARTICLE 1 PURPOSE

The parties to this agreement recognize the major purpose (goals) of Regina Transition House Society and its employees are:

1. To work toward a society which does not condone or tolerate the abuse of women and children;
2. To provide shelter, education, support, counselling and advocacy for women and children fleeing from any form of abuse; and,
3. To encourage all women to live creative, productive independent lives by helping them to make constructive changes to end the violence in their lives.

The parties to this agreement agree in the furtherance of these goals to:

- a) to support the principle of a collective working atmosphere at the House;
- b) To maintain a non-adversarial spirit in relations between union employees and the employer;
- c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- 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; and,
- g) To develop and maintain a collective agreement which states the working conditions of the employees.

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.

ARTICLE 2 INTERPRETATION

In the Agreement, unless the context otherwise requires, the expression:

- 2.01 **Union** means The Saskatchewan Government and General Employees' Union representing the employees of Regina Transition Women's Society, Local 5147.
- 2.02 The **Society** or **Employer** means the Board of Directors of the Regina Transition Women's Society Inc.
- 2.03 **Employee** or **Employees** means a person to which the terms of this Agreement apply as indicated in Article 3.
- 2.04 **Executive Director** means the Executive Director of the Regina Transition Women's Society.
- 2.05 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Articles 16 and 17.
- 2.06 **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.
- 2.07 **Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary.
- 2.08 **Transfer** means the movement of an employee from one position to another in the same or different class with the same maximum salary.
- 2.09 **Plural or Masculine/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.
- 2.10 **Permanent Employee** means an employee who has completed a probationary period on initial appointment.
- 2.11 **Casual Employee** means an employee who is called in as required and works on an hourly basis.
- 2.12 **Full-Time Employee** means an employee who has been appointed to a full-time position and who works on a regular scheduled basis.
- 2.13 **Temporary** means an employee filling a full-time position for more than three months and less than twelve months. The period of time may be extended by mutual agreement.
- 2.14 **Position Classification Plan** means and includes the class of positions, the class specifications established pursuant to Article 17 and the rules for the continuous administration of the amendments hereto.

- 2.15 **Class** 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.
- 2.16 **Tour of Duty** means three consecutive days of work (full-time hours) followed by three consecutive days of rest.
- 2.17 **Rotation** is defined as three tours of duty.
- 2.18 **Domestic Partnership** exists when, for a continuous period of time (at least six months), an employee represents that person to be her partner and continues to represent that person as her partner.

ARTICLE 3 SCOPE

- 3.01 The terms of this Agreement shall apply to all employees of the employer excluding the following:

The Executive Director
The Program Administrator.

ARTICLE 4 UNION SECURITY

4.01 **Recognition**

The employer recognizes The Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3.01. The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

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.

4.02 **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.

4.03 **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 bargaining unit employees, except where mutually agreed by the parties.

4.04 **Non-Discrimination**

The employer and the Union agree that there shall be no discrimination by reason of age, race, creed, colour, national origin, political activity, religious affiliation, physical or mental disabilities, sex or marital status, sexual orientation nor by reason of membership or activity in the Union.

Subject to reasonable occupational qualifications and the requirements for the position of employment, physical and mental inability to perform the duties as assigned shall not be construed as "physical or mental disability" within the meaning of this provision.

4.05 **Refusal to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out an employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages.

4.06 **Union Membership**

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

4.07 **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 SGEU prior to the tenth 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.

4.08 **Monthly Statement**

A monthly statement shall also be forwarded to the Executive Director of Operations of SGEU 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.

4.09 **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 union dues paid by each union member on their T-4 slip.

4.10 **New Employees**

The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and dues Check-Off.

A representative of the Union shall be given a reasonable period of time during working hours to acquaint new members with the benefits and duties of union membership and of signing dues deduction authorization cards, etc.

4.11 **Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from her pay cheque and shall be entitled to all benefits and rights afforded by this Agreement. No employee shall be appointed to an out-of-scope position without her consent except in cases of emergency, subject to 16.06.

4.12 The Bargaining Unit shall have the right at any time to have the assistance of representatives of The Saskatchewan Government and General Employees' Union when dealing or negotiating with the employer. A representative shall have access to the employees, during working hours, in order to investigate and assist in settling any grievances.

4.13 **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.

4.14 Employees shall be informed in writing of motions, resolutions, bylaws, rules and regulations adopted by the Society which relate to the working conditions, staff, or matters covered by this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 **Stewards**

The employer agrees to recognize that the duties of a steward shall be to assist any employee whom the steward represents, in preparing and presenting her grievance in accordance with the Grievance Procedure.

Procedure 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:

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;

Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.

5.02 **Names of Stewards**

The Union shall notify the employer's representative(s) in writing of the name of each steward.

5.03 **Grievance Committee**

The stewards elected by the Union shall constitute the Union Grievance Committee.

5.04 **Permission to Leave Work**

- (a) Any employee who feels that she has been aggrieved or any employee with relevant grievance information shall receive permission from her supervisor to leave temporarily without loss of pay in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time, as soon as possible.
- (b) The employer agrees that a steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss in pay for the time so spent. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time, as soon as possible.

Procedure

In keeping with staff and employer's non-adversarial approach, an earnest effort shall be made by all parties to solve problems before they reach the grievance stage. If this is not possible, the parties should endeavour to settle the grievance fairly and promptly in the following manner:

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 five (5) 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.

5.06 **Grievance Process**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article shall be used to initiate the grievance.

5.07 **Time Limits**

- (a) If the grievor or the Union fail to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not have deemed to have prejudiced their position (on the grievance). However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such time limits. Neither party will hold a grievance in abeyance for an extended period without justification.
- (b) The time limits referred to in this Article shall be exclusive of Statutory Holidays.

5.08 **Technical Objections to Grievances**

No grievance shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

5.09 **Changes to the Agreement**

Any mutually agreed changes to the collective agreement shall form part of this collective agreement and are subject to the Grievance Procedure.

5.10 **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.

5.11 **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.

5.12 **Investigation**

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

5.13 **Provision of Information**

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

5.14 **Modification of Grievance Process**

- (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.

ARTICLE 6 **ARBITRATION**

6.01 **Appointment of Arbitrator**

When a grievance is advanced to Step 3 without resolution, either party may submit the grievance to Arbitration. The parties shall meet and select an arbitrator within thirty (30) days. Should the parties be unable to reach agreement on an arbitrator, the Minister of Labour shall be requested to make the appointment.

6.02 **Procedures of an Arbitration Hearing**

The Arbitrator shall fix the time and location of the hearing and notify the parties. The Arbitrator shall determine the procedure, ensuring all parties have the opportunity to present evidence and make representation.

6.03 **Decision of the Arbitrator**

The arbitrator shall provide a decision within ninety (90) days of the hearing, which shall be binding and enforceable on all parties.

The arbitrator shall have no 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 deemed just and equitable.

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

6.04 Expenses of an Arbitration Hearing

The parties shall share equally the fees and expenses of the Arbitrator. Each party shall be responsible for the costs associated with their own witnesses.

ARTICLE 7 DISCIPLINE, SUSPENSION, DISMISSAL

7.01 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.

There shall be a Union observer during any disciplinary investigation. Any reprimands shall be conducted in the Employer's office on employer's time.

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:

a) **Disciplinary Action**

Prior to any disciplinary action, with the exception of dismissal for 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 expected to arrange union representation and to schedule a meeting within a reasonable time.

b) **Burden of Proof**

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

- c) The record of an employee shall not be used at anytime after twelve (12) months or, for less than full time employees, twelve months or nine hundred hours which ever is longer.

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. The employee has the right to have a steward or union staff representative present as a witness.

7.02 **Letter of Reprimand**

The Employer shall reprimand that employee by means of a letter of reprimand to the employee within seven (7) days of becoming aware of the event giving rise to the complaint. Such letter shall become part of an employee's record. The employee's reply shall also be recorded. Letters of reprimand will be forwarded to the Union.

7.03 **Suspension**

The employee will be notified, in writing with reasons, of the suspension. The days of suspension shall be included. A copy will be supplied to the Union. The suspension will be with or without pay and the union will be supplied with a rationale.

7.04 **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, except in the case of dismissal for gross misconduct. Casual employees shall receive pay in lieu of notice on a prorated basis according to the following formula:

$$\frac{\text{Hours Worked in Previous 12 Months X Monthly Salary for Full-time}}{\text{Full-time Hours for a Year}}$$

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.

7.05 **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.

7.06 **Personnel Records**

Employees shall have the right during regular office hours to access and review their personnel records in the presence of the Employer. 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 is not aware may be introduced as evidence in any hearing. Employees shall have the right to make copies of any material contained in their personnel record.

7.07 **Warning Within Twenty-four Hours**

Warnings related to an employee's poor work performance shall be made within **5 calendar days** hours of the time that the alleged poor work performance occurred or **5 calendar days** after the incident comes to the attention of the Employer. Copies of such warnings shall be sent to the Union Steward.

7.08 **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.

ARTICLE 8 SENIORITY

8.01 **Definition**

The seniority of an employee is defined as the length of service with the employer.

8.02 **Seniority of Casuals**

- (a) Seniority accrual shall commence once the training period is complete. Training rate of pay will be paid for training hours of work in accordance with Schedule A.
- (b) Seniority for casuals shall be based on the number of paid hours and the number of hours on leave for union business.
- (c) Additional seniority accumulation shall be based on the articles of this Agreement.
- (d) Eighteen hundred (1800) hours shall be equivalent to one year service.

- (e) When a casual employee becomes full-time her accumulated hours of work shall be converted to length of service.

8.03 **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 or in the case of casuals, the number of hours worked. Such lists shall be sent to the Union in January of each year and remain posted on the bulletin board for the balance of the year.

8.04 **Loss of Seniority**

Seniority shall be broken for the following reasons:

- (a) An employee is dismissed and is not reinstated.
- (b) Resignation in writing not withdrawn within six (6) days of its submission.
- (c) Failure to return to work without an acceptable reason to management 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.
- (d) **Upon implementation of the Casual Call-in Policy (Revised 2007)**, if a casual is not available for work during a **three (3)** month period, she will no longer be an employee of the agency unless she has been granted a leave of absence.

8.05 **Resignation**

Employees shall give twenty-one (21) days notice of resignation.

ARTICLE 9 **APPOINTMENTS AND STAFF CHANGES**

9.01 **Filling Positions by Competition**

All vacancies and new positions covered in the scope of this Agreement shall be subject to in-service competition within thirty (30) days of notification of vacancy. Where the employer and the Union reach an agreement, job posting may not be required for that particular position.

9.02 **Job Competitions**

Job competitions shall allow a minimum of ten (10) days for applications to be submitted and shall be announced in the form of a bulletin posted in the Society's office. All casual and full time employees on Vacation or approved leave shall be informed by mail on the date of the posting or as soon as possible.

Job competitions may be less than 10 (ten) days upon special circumstances and with union's approval.

9.03 **Information of Posting**

The bulletin shall set out the following information:

- (a) name of position;
- (b) a brief description;
- (c) qualifications required;
- (d) salary;
- (e) hours of work;
- (f) deadline date for application and other pertinent information.

9.04 **Notification of Applicants**

- (a) The Society shall notify the Union of the applicants for the job and of the seniority of the applicants.
- (b) The Union shall have the right to have an observer present during all aspects of in-house competition.
- (c) There shall be no outside advertising until it is determined that there are no in-house qualified applicants.

9.05 **Notification of Successful Competition**

Following the closing date for the receipt of applications, the Society shall notify the Union and any applicants within the Bargaining Unit of the appointment of the successful applicant.

9.06 **Promotions or Appointments to Permanent Staff**

Any vacancy shall be filled through appointment on the basis of greatest seniority, required qualifications and efficiency demonstrated in the applicant's current or previous position(s) within the workplace. Efficiency demonstrated shall be as documented in the employee's file. An employee shall be deemed as demonstrating satisfactory performance if there is no documentation to indicate otherwise. Qualifications shall include experience, education and ability.

Providing qualifications are sufficient to perform the required duties, an applicant will be appointed within thirty (30) days after the closing date of the competition.

Should there be no employee qualified for the position and the Board wishes to fill the position with an outside applicant, a hiring committee shall be established. The voting members of the hiring committee shall consist of a staff member selected by membership, the Executive Director and a Board of Directors member. The applicant shall be mutually agreed upon by all parties.

9.07 **Hiring of Executive Director**

When hiring an Executive Director, a committee will be established with equal representation from management and the Union. This committee must agree on a recommendation by consensus. The final decision is the responsibility of the Board.

9.08 **On The Job Training**

The employer shall, where it deems appropriate, provide on the job training opportunities for employees in the form of seminars and conferences. Such opportunities shall be allocated on the rotational basis wherever possible. Notices of conferences and seminars will be posted. An employee may be required to represent the agency and receive specific training. Unless otherwise mutually agreed to between the employee and the employer, in all approved situations, the time spent by an employee under this Article shall be considered as time worked and the employee shall be compensated either in pay or time in lieu.

9.09 **Probationary Periods**

- (a) Employees hired into full-time positions upon initial appointment shall serve a probationary period of four (4) months from the date of appointment.
- (b) Employees hired on a casual basis shall serve a probationary period of six hundred (600) hours.
- (c) At the successful completion of the probation, the employee shall be so informed in writing.
- (d) During the first one hundred and fifty (150) hours of the probationary period, employees, if terminated due to general unsuitability, shall be restricted in their right to grieve that termination, to grieving violation of Article 4.04.
- (e) Initial probationary periods may be extended an additional one hundred and fifty (150) hours upon written notice to the employee and the Union. Such extension shall be agreed upon by the employer and the Union.

9.10 **Probationary Period on Transfer or Promotion**

- a) Employees transferring or promoting shall serve an additional probation period of two (2) months in their new position.
- b) Movement from casual to full time status is considered a transfer for the purposes of this article where an employee has worked less than 60% of full time hours in the previous twelve (12) months.

ARTICLE 10 HOURS OF WORK

10.01 Domestic Violence Counselors

- (a) Hours of work shall consist of no more than eighteen hundred (1800) hours per year. These hours shall include a minimum of one half (1/2) hour paid meal break every shift. Alterations to the schedule may be made by mutual agreement between the Union and the Employer.

The hours of work for the rotating shift schedule in this Collective Agreement is 1704 hours per year. The remaining 96 hours of work per year will be used for staff meeting attendance, program projects, and/or education and training subject to Articles 9.08 and 18.06. A schedule shall be posted to track hours of work.

The use of time blocks from the above 96 hours will not be subject to overtime rates subject to Article 11.

- (b) **Where a staff meeting is scheduled, the actual hours shall be added to the employee's hours at straight time. Any hours above 3.7 hours shall be considered overtime.**
- (c) There shall be at least eight (8) hours between two regular daily shifts for full-time employees.
- (d) Full-time **Domestic Violence** Counselors shall have the option to occasionally work an alternate shift where one becomes available within their shift rotation. Hours of work shall not increase or decrease on a daily or weekly basis due to this agreement. Staff shall not make claim to overtime for voluntary shift alteration. The Executive Director and/or Program Administrator will be notified in advance.
- (e) **Domestic Violence** Counselors shall have the option to occasionally trade shifts with other **Domestic Violence** Counselors and shall forfeit overtime. The Executive Director and/or Program Administrator will be notified in advance.
- (f) **A casual employee shall be called to provide coverage for any staff meeting.**

10.02 Split Shifts

There shall be no split shifts.

10.03

Casual Workers

- (a) Subject to 10.03(c) the hours of work for casual employees shall not exceed forty (40) hours in any seven (7) day period. All hours or part thereof worked beyond the scheduled casual hours for which the employee is called, shall be considered overtime.
- (b) Casual employees shall be paid for the staff meetings they are requested to attend.
- (c) There shall be at least eight (8) hours between two regular daily shifts. Where one of the shifts is four (4) hours or less an employee may work a maximum of fourteen (14) hours in any twenty-four (24) hour period with a minimum of four (4) hours between those shifts.

10.04

Children's Support Worker

The hours of work for the Children's Support Worker shall consist of an averaging period of 69.25 hours over two weeks (1800 hours per year) with one earned day off every two weeks. Work hours will be flexible with a mutual agreement between the employee and the employer.

10.05

Shelter Co-ordinator

The hours of work for the Shelter Co-ordinator shall consist of an averaging period of 69.25 hours over a two (2) week period. Works hours shall be flexible with a mutual agreement between the employee and the Employer.

10.06

Work Schedules

- (a) Employees shall be given thirty (30) calendar days advance notice of any changes to the team structure.
- (b) Employees requesting changes to the team structure shall submit such request in writing to the employer. In response to such request the employer shall provide notice to the affected employees subject to (a) above. Such changes shall be agreeable to all affected employees.
- (c) An employee shall suffer no loss of wages and/or benefits as a result of an employer initiated change to the team structure. Entitlement to wages and/or benefits shall be calculated on September 1st. Where an employee is entitled to a wage and/or benefit pay-out, such pay-out shall be made August 31st of each year.
- (d) **Employee work schedules including staff meetings shall be posted in the workplace. Changes to the staff meeting schedules may be made given seven (7) days notice except in emergency situations (i.e. crisis debriefing).**

10.07 **Rotation of Casuals**

- (a) Subject to the Casual Call-in policy **as agreed to between the parties**, all leaves of one hundred and fifty (150) hours or more shall be filled on the basis of seniority. All leaves of less than one hundred and fifty (150) hours shall be filled on a rotational basis.
- (b) Where a leave for a full-time employee is extended, filling of that extension shall revert to the seniority list except within a single tour of duty.

10.08 Board Meetings

The parties mutually agree to have a staff member invited to attend board meetings. This staff member shall have voice only and will be **compensated a minimum of two hours for** attendance and shall not be eligible for overtime for these hours.

Full-time staff shall attend board meetings in rotation.

The staff representative shall make a short presentation on a relevant topic at the board meeting.

10.09 Joint Committees

The Employer shall grant time off with pay for all members of any Joint Union/Management Committees. All hours spent doing work for any such committee shall be considered as time worked and shall be compensated at straight time.

This Article does not apply to the Occupational Health and Safety Committee.

ARTICLE 11 OVERTIME

11.01 **Definition**

- (a) Overtime, except as stated in 10.03(c) and 11.01(b), is all time worked in excess of the regular daily shift (to a maximum of ten (10) hours), and all hours worked on a statutory holiday and on a regular day of rest. Approval should be requested at the earliest possible opportunity except in emergency situations.
- (b) Overtime for the **Children's Support Worker** shall apply to all hours worked beyond the averaging period of 69.25 hours over two (2) weeks.

- 11.02 **Compensation for Overtime**
- (a) Overtime worked on a regular daily shift shall be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and double (2) time for all hours thereafter.
 - (b) All hours worked on a regularly scheduled day of rest shall be paid at the rate of time and one-half (1 1/2).

- 11.03 **Time Off in Lieu of Overtime**
- (a) Employees may choose to receive time in lieu at the appropriate overtime rates at a time selected by mutual agreement.
 - (b) All accumulated unused time in lieu as at March 31st, June 30th, September 30th and December 31st shall be paid out to the employee unless an alternate arrangement is mutually agreed to.

11.04 **Voluntary Overtime**

No employee shall be required to work overtime against her wishes when the work can be done by other employees.

11.05 **Calculation of Overtime**

For the purpose of calculating the hourly overtime rate for monthly rated employees, the following formula shall apply:

$$\frac{\text{Monthly Rate} \times 12 \times \text{Appropriate Overtime Rate}}{1800}$$

11.06 **Call-Back**

An employee who is called back to work outside her scheduled shift shall be paid for a minimum of two (2) hours at overtime rates.

11.07 Employees working by themselves in a dangerous situation shall have the authority to call additional staff in to work. The Executive Director will be notified in advance if possible and an incident report shall be completed by the employee.

11.08 Based on seniority, overtime will be offered first to full-time employees. Should there be no full-time employee available such overtime shall be offered to casual employees based on the casual call in policy.

ARTICLE 12 DESIGNATED HOLIDAYS

12.01 For the purposes of this Agreement, designated holidays shall mean: New Year's Day; Good Friday; Victoria Day; Dominion Day; first Monday in August; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; International Women's Day; and any other day proclaimed as a holiday by the Federal, Provincial or Municipal governments.

12.02 **Working on a Holiday**

- (a) An employee who is required to work on a holiday shall be paid at the rate of straight time plus time and one-half or an equivalent number of hours off with pay at a time mutually agreed upon by the employer and the employee.
- (b) When an employee works an overlapping shift which begins on one day and ends on the next the credit for the purposes of Article 12.02(a) above, shall be extended on the basis of a full shift to that employee, the majority of whose shift falls on the holiday.

12.03 **Not Working on a Holiday**

Should a designated holiday fall on an employee's regular day of rest, she shall receive 6.9 hours off in lieu.

12.04 **Holiday Pay for Casuals**

- (a) Casual employees who do not work on a designated holiday shall receive pay in lieu of such holiday on the following basis:

Number of hours worked in the immediately preceding <u>four weeks</u>	X	Normal daily full-time hours (6.9) for the position	X
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Employee's Hourly Rate of Pay	=	Statutory Holiday Pay Entitlement
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- (b) Casual employees who work on a designated holiday shall be paid as per Article 12.02.

ARTICLE 13 VACATIONS

13.01 Definitions

- (a) Vacation means annual vacation with pay.
- (b) For the purposes of this article, a year of service shall mean:
 - (1) 1800 hours for **Domestic Violence Counselor, Shelter Co-ordinator** and the **Children’s Support Worker**.
- (c) For the purposes of this article, a day shall mean:
 - (1) 6.9 hours for **Domestic Violence Counselor, Shelter Co-ordinator** and the **Children’s support Worker**.

13.02 Vacation year means the twelve (12) month period commencing on the 1st day of April in each calendar year and concluding on the 31st day of March of the following calendar year unless prior agreement provides alternate dates.

13.03 Vacation Credits

Vacation credits shall be earned on the following basis:

- (a) During the first four (4) years of full time employment (up to 7200 hours seniority), an equivalent number of hours equalling 3 weeks will be accrued as vacation credit.

$$\frac{\text{ANNUAL HOURS OF WORK}}{52} \times 3$$

- (b) During the fifth and subsequent years of full time employment (between 7201 and 12,600 hours seniority), an equivalent number of hours equalling 4 weeks will be accrued as vacation credit.

$$\frac{\text{ANNUAL HOURS OF WORK}}{52} \times 4$$

- (c) During the eighth and ninth subsequent years of full time employment (between 12,601 and 16,200 hours seniority), an equivalent number of hours equalling 5 weeks vacation will be accrued as vacation credit.

$$\frac{\text{ANNUAL HOURS OF WORK}}{52} \times 5$$

- (d) During the tenth and subsequent years of full time employment ((over 16,201 hours of seniority), an equivalent number of hours equalling 6 weeks vacation will be accrued as vacation credit.

$$\frac{\text{ANNUAL HOURS OF WORK}}{52} \times 6$$

- (e) (In recognition of long term service **in accordance with Article 13.05** and after an employee accrues 12, 600 hours of seniority, she may have up to one week of vacation time paid out.

13.04 **Vacation Pay for Permanent, Temporary, and Casual Employees**

Vacation Pay based on entitlement as per Article 13.03 shall be paid on all overtime earnings in addition to paid vacation leave.

13.05 **Benefits for Long Term Service**

Effective April 1st 1990:

- (a) Paid time credits of five (5) working days per year will be awarded for long-term service to employees in the eighth and subsequent years of continuous service.
- (b) Casuals are entitled to five (5) days pay after 12,600 hours and each subsequent 1800 hours worked.
- (c) When being paid out, benefits pay of 2% shall be paid on all supplementary earnings in addition to vacation pay and long term benefits.

13.06 **Vacation Pay for Casuals**

- (a) Vacation pay for casuals shall be paid on gross earnings based on calculations as per Articles 13.03 and 13.04. **Vacation pay shall be included in each pay period for casual employees.**
- (b) Casual employees shall earn seniority based on the calculations as defined in 13.03 and 13.04.

13.07 **Carry Over of 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 entitlement to the following year. Carry over of up to six (6) days shall be approved. Consideration will be given for carry over of an additional three (3) days, extensions beyond this will be done on an individual basis and used in the next vacation year. Requests and responses for carry over of vacation shall be made in writing.

13.08 **Leaves During Vacation**

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

- (a) granted bereavement leave; or
- (b) granted sick leave; or
- (c) granted other approved leave of absence; or

- (d) when a statutory holiday falls on a day during an employee's vacation period;

the period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee and approved by the employer or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.

13.09 **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.

Employees who terminate their employment and have taken vacation leave greater than that earned shall reimburse the Employer for such unearned vacation leave.

13.10 **Unbroken Vacation**

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise requested by the employee.

13.11 **Vacation Schedule**

Annual vacation shall be regulated on a mutually agreed rotation plan. Wherever possible the initial placing of employees in the rotation plan will be according to seniority; thereafter the rotation will take place in accordance with agreed procedure established between the Union and the employer. Where an annual vacation is split upon request by an employee, seniority shall be exercised in the first instance only. **Two (2) permanent employees on each team shall be granted vacation leave simultaneously. Exceptions to this policy shall be considered. If any request for leave is denied, the Employer shall provide written rationale for the denial.**

13.12 **Posting Vacation Schedules**

Vacation schedules shall be posted in advance each year. Once posted, these dates cannot be changed without mutual consent of the employee(s) and the employer.

ARTICLE 14 SICK LEAVE

14.01 **Definitions**

- (a) 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, or when an employee feels mentally incapable of attending work.

(b) For the purposes of this article, a day shall mean:

(1) 6.9 hours for **Domestic Violence Counselors, Shelter Coordinator and Children's Support Worker.**

14.02 **Annual Paid Sick Leave**

Sick leave credits shall accumulate from the date of employment on the basis of 1.42 working days per month (17 working days per year).

14.03 **Accumulation of Annual Paid Sick Leave**

The unused portion of an employee's sick leave shall remain available for her future use.

14.04 **Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working hours exclusive of holidays, absent for sick leave. Absence on account of illness for less than one (1) day shall be deducted based on the actual hours absent.

14.05 **Proof of Illness**

A medical certificate(s) may be required from employees reporting sick for three (3) consecutive days. If a medical certificate is required, such a certificate will be requested during such illness and the employer shall pay any fees or charges.

14.06 **Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence, etc., she shall retain her existing accumulated credits at the time of such leave or lay-off.

An employee shall continue to accumulate sick leave credits for leave of absence or lay-off of one (1) month or less.

14.07 **Sick Leave Records**

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

14.08 **Leave of Absence While Sick**

In cases 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. By mutual agreement, it may be extended beyond one (1) year. This article shall not apply to leaves granted under 15.05(b) and (c).

14.09 **Sick Leave for Casuals**

Casuals shall accumulate sick leave credits on the basis of 1.42 working days per one hundred and fifty (150) hours.

14.10 **Use of Sick Leave for Casuals**

- (a) Casuals who become sick after reporting for work shall be entitled to use their accumulated sick leave credits.
- (b) Casuals who are promoted to a permanent full-time position shall be entitled to carry over their accumulated sick leave credits.
- (c) Casuals shall earn seniority for the hours that they are granted paid sick leave.
- (d) Casuals who are scheduled to work on two (2) consecutive days shall be granted sick leave according to this article.

14.11 **Use of Sick Leave**

- a) Employees shall be entitled to draw on their accumulated sick leave credits to a maximum of 600 consecutive working hours.
- b) Article a) above shall not apply where Long Term Disability benefits have been denied.

ARTICLE 15 LEAVE OF ABSENCE

15.01 **Leave of Absence for Full-Time Union or Public Duties**

An employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority for a period of up to one (1) year. Such leave may be renewed each year during the term of office. An employee who is elected to public office shall be granted unpaid leave of absence without loss of seniority for the term of public office.

15.02 **Medical Care Leave**

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time, shall be granted time off with pay to a maximum of twenty-four (24) hours per year. On request, employees will be required to show proof of such care.

15.03 **Bereavement Leave**

Bereavement leave with pay shall be granted to an employee (based on hours of work scheduled for those days) on the following basis:

- a) In the case of the death of an employee's domestic partner, parents, children, brother, sister and the parents and children of an employee's domestic partner, leave shall consist of up to sixty (60) hours within a nine (9) day period.
- b) In the case of the death of family member not mentioned in (a) or close personal friend leave shall consist of up to thirty (30) hours. Additional time may be granted under extenuating circumstances.

15.04 **Family Responsibility and Pressing Necessity**

Subject to Appendix A of this agreement, necessary time off work with pay shall be granted to an employee for pressing personal matters or family matters beyond the employee's control up to a maximum of five (5) days per person per year in accordance with the formula in Article 13.01 (c) and prorated for casuals based on hours worked in the previous twelve (12) months.

15.05 **Parental Leave**

An employee shall be entitled to parental leave without pay provided that she presents a medical certificate confirming the pregnancy and showing the probable date of delivery. Such an employee shall not be denied the right of employment solely on the basis of pregnancy.

The following conditions shall apply:

- (a) Parental leave shall cover a period up to a total of twelve (12) months before and after the birth or adoption of the child.
- (b) An employee may request additional leave without pay as specified in Article 15.08.
- (c) During such leave, the employee shall continue to earn health, dental and life insurance benefits under the Collective Agreement as defined in Article 18.04. Sick leave and vacation leave, shall only be earned for the first month. Upon return from such leave, the employee shall be reinstated in her former position and shall receive a bonus added to her first pay cheque equivalent to two (2) weeks pay, based on the following formula:

Number of Hours Worked in the 12 Months immediately prior to
taking parental leave

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- (d) Requests for change of length of leave must be forwarded to the employer thirty (30) calendar days prior to the requested change. The employer is not required to allow an employee to resume her employment until after the thirty (30) days' notice.

Requirements for notice may be waived by mutual agreement.

- (e) This clause shall also apply to male employees requesting paternity leave, with the exception of 15.05(a) and(c).

15.06 **Seniority Status During Parental Leave**

The employee shall suffer no loss of accumulated seniority rights due to parental leave of absence. Seniority shall accumulate during the period of leave.

15.07 **Jury Duty**

Time spent by an employee required to serve as a juror or court witness shall be considered as time worked at the appropriate rate of pay, less any payment received from the courts.

15.08 **Child Care Leave**

Any employee with mutually agreed upon sufficient cause shall be entitled to a leave of absence without pay for up to a maximum of twelve (12) months without loss of seniority or accumulated benefits for the purpose of caring for their child or children or the child or children of their domestic partner.

Seniority, sick leave, and vacation leave credits will not be earned during such leave, beyond the first month.

15.09 **General Leave of Absence**

- (a) Leaves of absence other than those stated in this Agreement may be requested by employees with four hundred and fifty (450) hours or more of seniority. No request for such leave may be unreasonably denied by management. The employer shall grant such leaves based on adequate coverage being maintained.

The employer shall inform the union committee of all requests, approvals, and changes of leaves of absence.

- (b) Requests for Leave of Absence shall be made thirty (30) calendar days in advance and shall include a date of return. Such leave shall be for a maximum of twelve (12) months. For leaves of three (3) months or less, employees shall not be eligible for early return.

- (c) For leaves of three (3) months or longer, employees shall not be eligible for early return prior to the expiry of the first three (3) months. Requests for a change of length of leave shall be forwarded to the employer thirty (30) calendar days prior to the requested date of early return. Employees requesting early return from leave of absence shall have her name placed on the casual list until her reinstatement to full time.
- (d) Employees granted leaves of absences under Article 15.09(a) shall not continue to earn seniority but shall retain their accumulated seniority upon returning from such leaves of absence and shall be reinstated in their former position.
- (e) **Educational Leave**

Subject to the preceding language, employees may apply for leave for educational purposes. During such leave, seniority for full-time employees shall accumulate to a maximum of one (1) year, including any hours worked as a casual. Seniority for casuals shall accumulate during such leave to a maximum of the formula as outlined in Article 7.04 including any hours worked.

After returning from the original leave, the employee is required to work the equivalent hours before she is eligible to apply for another education leave.

15.10 **Union Business**

The employer recognizes that it is the right of all employees to participate fully in the affairs of the Union and in all matters which affect the Union. The employer recognizes that it is also beneficial to encourage that participation and therefore agrees:

- (a) that all employees shall receive leave of absence with pay and without loss of benefits for all time required to participate in the Union. The Union agrees to reimburse the employer for all wages and benefits paid by the employer under Article 15.10 if backfilled.
 - (i) that employees shall be granted leave of absence with pay to attend all decision-making Conventions and conferences of the S.G.E.U. to which they are delegates.
 - (ii) that employees shall be granted leave of absence with pay to attend union education courses or other Union business.
 - (iii) that employees elected to office within the S.G.E.U. or to any of the union centrals to which S.G.E.U. is affiliated shall be granted leave of absence with pay to attend to those duties.
 - (iv) employees shall continue to accumulate seniority and all benefits while on leave of absence under Article 15.10.

15.11 Compassionate Care Leave

An employee shall be entitled to take Compassionate Care Benefits leave through Human Resources Development Canada without loss of seniority.

ARTICLE 16 PAY ADMINISTRATION

16.01 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value.

16.02 Pay Periods

All employees shall be paid on a bi-weekly basis by direct deposit to a financial institution of their choice. Pay day shall be every second Friday.

16.03 Statement of Earnings

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

16.04 Calculation of Sick Leave and Vacation

For the purposes of computing sick leave and vacation entitlement, an employee who commences employment during the period from the first to fifteenth of the month, will receive credit for the month's service. Employees commencing employment from the sixteenth to the end of the month will be considered as commencing their service, for sick leave and vacation purposes, on the first day of the following month.

16.05 Temporary Performance of Higher Duties

(a) In-Scope to In-Scope

An employee who is temporarily assigned higher duties shall be paid the rate of pay of the higher position.

(b) In-Scope to Out-of-Scope

When assigned for a period of more than thirty (30) consecutive calendar days, the higher rate of pay shall be retroactive to the first day of assignment.

16.06

During a month where a full-time employee is working a partial month and there is a conflict between the hourly rate of pay and the monthly rate of pay in the calculation of any wage payout, the hourly rate shall apply.

16.07 **Shift Differential**

In recognition of the non-social features of shift work, shift premiums shall be paid for all hours worked between 6:00 p.m. and 8:00 a.m. Shift differential payments shall be calculated on March 31 and September 30 of each year, and shall be paid out within thirty (30) calendar days.

16.08 **Shift Premiums**

The shift premium shall be fifty (50) cents per hour for all employees.

16.09 Casuals shall receive a minimum of three (3) hours pay when called in to work, excluding staff meetings.

ARTICLE 17 JOB CLASSIFICATION AND RECLASSIFICATION

17.01 A job classification plan shall be jointly established and maintained. The classification plan and specific classifications shall be subject to negotiations. The classification plan or specific positions shall not be altered except by mutual agreement.

17.02 Reclassification shall be at either Union or management request subject to the appointment procedure in Article 9.

17.03 **Challenge for Senior Employees**

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

17.04 **Downward Classification**

No employee shall have his wages reduced as a result of downward classification.

17.05 If a reclassification results in a promotion, the employee's wages shall be adjusted retroactive to the date on which the new or additional duties were assumed or the error in classification occurred.

ARTICLE 18 EMPLOYEE BENEFITS

18.01 **Workers' Compensation Pay Supplement**

An employee prevented from performing her regular work with the employer on account of an occupational accident that is recognized by The Workers' Compensation Act, shall receive from the employer the difference between the amount payable by the Workers' Compensation Board and her regular salary for a minimum of twelve (12) months. If her application to the Workers' Compensation Board is rejected, she will be granted sick leave or leave without pay.

18.02 **Personal Property Loss**

Employees' personal property lost or damaged as a direct result of their employment responsibility to the employer, shall be replaced or repaired at the expense of the employer if the employee was not negligent in the care and protection of such property.

18.03 **Pension Plan**

18.03.1 (a) **Effective April 1, 2007 the Employer agrees to add 4.0% to the salary of full time employees as an employee contribution to a pension plan, to be chosen by the unionized employees of the Employer. Such amount will be matched by the Employer.**

(b) **Employees shall not be entitled to pension benefits during the initial probationary period.**

18.03.2 (a) **In the event that the Provincial Government discontinues payment of pension plan dollars to the Employer, the Employer shall pay a sum equal to 3% of an employee's salary into a Registered Retirement Savings Plan.**

(b) **All contributions to the Registered Retirement Savings Plan shall be locked in for the employee's term of employment, or until the employee attains the age of sixty (60) years if they are a casual employee.**

18.04 **SGEU Benefit Plans**

(a) Effective January 1, 2000, the employer agrees to pay the premiums for the SGEU Extended Health Care Plan (Plan 1), Dental Insurance (Plan 2) and Group Life Insurance. For employees who work an average of 30 hours or more per week, the employer shall pay 100% of premiums. For employees who work an average between 15 and 30 hours per week, the employer shall pay 50% of premiums. The employee will pay the other 50%.

Initial eligibility will be determined by reviewing hours worked in the previous six months and thereafter on January 1 and July 1 of each year.

(b) The employees who are eligible for the above plans may only opt out of the dental or health plans if they are already covered for this through another source.

(c) The employees who opt in accordance with (b) above shall have an amount equivalent to the premiums paid into their RRSP which is locked in for the term of employment.

(d) For the first two months of a leave of absence, the employer shall continue to pay their share of the premiums. For leaves of absence beyond two months, an employee shall have the option of opting out of the SGEU Benefit plans or prepaying their own premiums.

18.05 **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.

18.06 **Education and Training**

When an employee requests education or training on a scheduled day of work and upon management's approval there will be no loss of wages due to an employee's absence nor will wages be deducted from the Education Fund. **Domestic Violence Counselors** shall be backfilled at the employer's cost.

When an employee agrees to attend employer requested education or training on a scheduled day of rest, wages will be paid at **time and a half (1 ½)** time or time in lieu.

18.07 **Education and Wellness Fund**

The goal of the Education and Wellness Fund is to allow employees to enhance their professional and personal development. It is acknowledged that professional and personal development is critical for employees, particularly those working in the front lines of human service.

An employee who has been denied access to the Education and Wellness fund shall have the right to appeal to the Joint Labour/Management Committee established in accordance with Article 26.

Full time employees will earn \$150.00 for the purpose of educational expenses and \$150.00 for the purpose of wellness expenses on an annual basis. Less than full-time employees will earn education and wellness on a pro-rated basis.

Fund sub-accounts will be maintained for each employee of the agency. Employees may accrue a maximum of \$300.00 or the equivalent of two years accrual in each of their Education fund and Wellness Fund

Wellness claims may only be expensed from the Wellness Fund. Education claims may be expensed from the Education Fund and if so desired, from the Wellness Fund.

Unused accruals in the Wellness Fund or Education Fund will revert to general revenues upon retirement or resignation.

TRANSITION

Employees who have funds in excess of the current allowable maximum (\$900.00) shall have **until March 31, 2008** to expend the excess funds in their accounts under the present terms. Beyond that time, any funds in excess of \$600.00 will revert to general revenue.

ARTICLE 19 TRAVEL AND ALLOWANCES

19.01 **Use of Employee Vehicle**

- (a) When a staff member is requested by the employer, and agrees to use her car, mileage will be paid at Public Service Commission rates.
- (b) As a condition of employment, the employer does not require anyone to own an automobile.

19.02 **Use of Employer Vehicle**

- (a) In order to be able to use the employer's vehicle, an employee must have a valid Saskatchewan driver's licence.
- (b) The employer's vehicle must only be used for agency related business.

ARTICLE 20 SAFETY AND HEALTH

20.01 The employer shall make all reasonable provisions for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards to the Occupational Health Committee.

20.02 **Occupational Health Committee**

The employer and the Union agree to meet and to co-operate in resolving all unsafe hazardous or dangerous working conditions. To this end the parties agree to establish an Occupational Health Committee. The Union shall have at least 50% representation on the Committee. Meetings shall be during work time, called by either party at least once every three (3) months.

20.03 **No Discipline**

No employee will be disciplined for refusal to perform any task or to operate any equipment, on or off the premises, where they have reasonable grounds for believing it could be dangerous. Such job or equipment shall not be reassigned until steps have been taken to satisfy them otherwise or until the Occupational Health Committee has established the matter.

20.04 **First Aid**

Adequate first aid supplies shall be made available in all employer work sites.

20.05 **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 and/or child is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave of absence without pay to participate with her partner and/or child 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.

20.06 **VDT Rest Periods**

Employees shall be entitled to a ten (10) minute break after two (2) consecutive hours on a Video Display Terminal.

ARTICLE 21 TECHNOLOGICAL CHANGES

21.01 **Definition**

- (a) For the purposes of this Agreement the term "technological 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 affects the terms and conditions or security of employment of one or more members of the bargaining unit.
- (b) Such changes as anticipated above shall include the following where such change or changes 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.
- (c) In the event of termination of **Government of Saskatchewan** funding, this Article shall not apply.

21.02 The employer shall serve written notice to the Union ninety (90) days prior to the introduction of a new method of operation, work processing or equipment.

21.03 Such notice shall include the nature of the introduction, and who is to be affected by that technological change.

21.04 No permanent employee shall be dismissed, laid off, suffer reduction in pay, or be denied a period of time necessary to acquire the skills required as a result of technological change.

- 21.05 Should the employer request the employee to improve their skills, it shall be incumbent upon the employer to provide that training without cost to the employee.
- 21.06 Any action which the employer wishes to take as indicated in the notice under Articles 21.01 and 21.02 shall not proceed until there is a negotiated agreement on the change.
- 21.07 Notwithstanding any provisions under The Trade Union Act which might apply, employees shall have the right to strike during the term of the collective agreement regarding anything in this Article. For the purposes of strike, this clause shall constitute notice of such action.
- 21.08 All new job classifications created through the introduction of technological change shall be automatically included within the scope of the collective agreement.

ARTICLE 22 JOB SECURITY

22.01 Present Conditions and Benefits

All rights, benefits, privileges and working conditions which employees enjoyed, received or possessed at time of certification, 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.

22.02 Long Term Disability or W.C.B. Leave

- (a) Employees who are on Long Term Disability or Workers' Compensation shall be given an unpaid leave of absence until they are fit to return to work.
- (b) Employees who are fit to return to work shall be reinstated in their previous position or an equivalent position.
- (c) Employees on such leaves shall continue to accrue seniority during the term of the leave on the basis of the pro rata formula.
- (d) Subject to Article 4.04, the Employer and the Union agree to find employment within the bargaining unit for employees able to work, but unable to fully return to their former positions.

22.03 Employer Amalgamation

In the event the employer merges or amalgamates with any other body, the employer shall endeavour that:

- (a) employees shall be credited with all seniority rights with the new employer.
- (b) all service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new employer.

- (c) conditions of employment and wage rates for the new employee shall be equal to the best provision in effect with either employer.
- (d) no employee shall suffer a loss of employment as a result of merger.
- (e) preference in location of employment arising from the merger shall be determined on the basis of seniority.

ARTICLE 23 LAY-OFFS AND RECALLS

23.01 Definition of Lay-Off

A lay-off shall be defined as reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

23.02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of their bargaining-wide seniority. An employee about to be laid off may bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the less senior employee.

23.03 Recall Procedure

- (a) Employees shall be recalled in the order of seniority.
- (b) Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment, without loss of seniority.
- (c) Employees who choose to take employment offered to them which would constitute demotion, temporary or less than full-time employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off.
- (d) Employees shall be given thirty (30) days' notice of recall in written form.

23.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

23.05 **Advance Notice of Lay-Off**

- (a) Where employees are laid off for reasons other than reductions in funding, the Employer shall notify employees who are to be laid off sixty (60) calendar days prior to the effective date of lay-off. A copy of the notice of lay-off shall be sent to the Executive Director of Operations of SGEU of the Union. If the employee has not had the opportunity to work the days as provided in this Article, she shall be paid for the days for which work was not made available.
- (b) Where lay-offs are required due to funding cuts, lay-off notices shall be at the minimum of The Labour Standards Act.
- (c) Employees subject to lay-off shall receive severance pay as follows:
$$\frac{\text{annual salary}}{52 \text{ weeks}} \times \text{years of service}$$
for each year of continuous employment.
- (d) For the purposes of this Article, a year of continuous employment shall mean 1800 hours.

23.06 **Bumping Rights**

- (a) Subject to thirty (30) days notice, a full-time employee shall be eligible to bump into the casual roster, according to her seniority, either for a specified period of time as a leave of absence from her permanent position or on a permanent basis.
- (b) Subject to twenty-five (25) days notice, a casual shall be eligible to bump a less senior casual if the less senior casual is filling a position for a period of over 150 hours.

ARTICLE 24 JOB SHARING

The Employer agrees to the implementation of a job sharing project in which a position maybe shared by two workers when such an arrangement can be demonstrated to not interfere with the operation of the shelter.

When an employee applies to job share and the employer agrees, the job share proposals shall be subject to the following:

- a) A favourable consensus from the work group.
- b) After a period of three (3) months and at the conclusion of a job sharing arrangement, the staff and employer shall have an opportunity to assess the viability of the arrangement.
- c) Employee's working in a job sharing arrangement may be eligible to work on a casual basis when there is no conflict of roles or detrimental effect on clients or program delivery.

- 24.01
- (a) The position shall be held by the incumbent who wishes to share her position.
 - (b) Permanent full-time and temporary full-time positions only, shall be considered for job sharing.
 - (c) The shared portion of the position shall be posted for competition.
 - (d) Any leave taken by the incumbent, in addition to the job-sharing, shall first be offered to the employee sharing the position before being offered being offered under Article 10.07. Employees participating in job sharing shall be eligible for additional casual work according to Article 10.07.
 - (e) There shall be a maximum of one (1) position per team eligible for job sharing at any one time.
 - (f) A letter of agreement shall be drafted between the parties determining the following:
 - hours of work and overtime;
 - accrual of seniority and benefits on a pro rata basis;
 - time frame of job sharing shall be a minimum of six (6) months to a maximum of one (1) year, extensions may be negotiated;
 - attendance and compensation for staff meetings;
 - all job sharing projects shall be negotiated and shall be formalized contractually at the local level. Such contract shall be mutually agreed between the parties, the employer and the Union.
 - (g) Job sharing should be initiated by the interested employees, not the employer.
 - (h) Participants in a job sharing arrangement will not be eligible to jointly apply for any other position.

- 24.02
- If the job sharing is between two (2) full-time workers the following conditions shall apply:
- (a) The job sharer shall take a leave of absence from her home position to a maximum of one year.
 - (b) The job sharer or the incumbent may revert to her former position within the first year, upon two (2) months notice to terminate the Letter of Agreement. Notice shall be concurrently provided to all affected parties.
 - (c) When the leave of absence expires, the job sharer shall at her choice either revert to her former position or vacate her position.

- (d) In the event of a resignation, the remaining employee shall have the option of reverting to her former position or remaining in the shared position on a full-time basis.

24.03 If the job sharing is between a permanent full-time worker and a casual the following conditions shall apply:

- (a) Casuals participating in job sharing shall be eligible to apply for vacant permanent full-time or temporary full-time positions. Such vacancies created in the job sharing shall be posted according to Article 24.01(c). If the vacancy in the job sharing is not filled, the position shall revert back to full-time.
- (b) At the expiry of the job sharing the casual shall revert back to the casual list.
- (c) Should the incumbent resign, the position shall become vacant and open for competition in the usual manner, the casual shall revert back to the casual list. Should the job sharer resign, the incumbent shall revert back to full-time.
- (d) The job sharer or the incumbent may revert to their former position within the first year upon two (2) months notice to terminate the Letter of Agreement. Notice shall be concurrently provided to all affected parties.

24.04 If the job sharing is between an employee and an outside applicant the following conditions shall apply:

- (a) Outside applicants hired to participate in job sharing shall be entitled to all benefits of the Collective Agreement on a pro rata basis. Such employee shall earn seniority only within her job classification and shall be restricted to additional casual work within such job classification.
- (b) The incumbent may revert to her former position upon two (2) months notice to terminate the Letter of Agreement. Notice shall be concurrently provided to all affected parties.
- (c) Should the incumbent resign, the position shall become vacant and open to competition in the usual manner. The outside applicant shall be deemed to have received notice in accordance with Article 23.
- (d) If a long term absence due to illness or other approved leave of absence occur on the part of the incumbent, the incumbent's portion of the job sharing shall be posted for competition.

24.05 For job sharing under Articles 24.02, 24.03 and 24.04, the incumbent of the regular position will be entitled to first call back on hours the job sharer takes off.

ARTICLE 25 HARASSMENT

Regina Transition Women's Society and the SGEU agree there shall be no harassment in the workplace. The Board agrees to take prompt and fair measures to deal with allegations of harassment of any of its employees or by any of its employees. The Board makes this commitment based on the expectation that all members of the Regina Transition Women's Society will conduct themselves in a manner that is respectful of the rights and feelings of others.

ARTICLE 26 GENERAL PROVISIONS

Labour/Management Committee

A joint labour/management committee shall be struck and shall be composed of two representatives each of the Employer and the Union.

The function of the committee shall be to discuss and resolve any issues, problems or concerns of mutual interest.

The committee shall meet three times annually, or more often as needed. The meetings will be scheduled on regular working time if possible. If meetings are scheduled outside of regular working hours, employees will be paid at straight time.

26.01 **Duration of Agreement**

This Agreement shall be effective from the 1st day of April, **2005**, and shall remain in force until the 31st day of March, **2008**, and thereafter from year to year, but either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof. Within thirty (30) calendar days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

26.02 **Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

26.03 If negotiations extend beyond the termination of the Agreement, any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

26.04 **Agreement Subject to Applicable Laws**

Nothing in this Agreement affects any provision in the law which ensures more favourable conditions than those provided in this Agreement.

26.05

Letters of Understanding

The attached Letters of Understanding and any other Letters of Understanding mutually negotiated and signed by both parties to this Agreement shall form part of this Collective Agreement and shall be subject to all items in this Collective Agreement. The Letters shall remain in force and effect until such time as they are renegotiated or it is agreed upon, they are removed from this Collective Agreement. Should either party to this Agreement wish to alter the terms of a Letter of Understanding, they may do so as per Articles 26.01 and 26.02.

COMPENSATION

1) General Wage Increase

The parties recognize that the General Wage increases applied to the rates of pay effective April 1, 2005, November 1, 2005 and April 1, 2006 have been previously agreed to through the Letter of Understanding dated May 4, 2007.

In accordance with the provision of this Letter, the parties agree to an additional General Wage increase of 3% applied to all rates as contained in Appendix A effective April 1, 2007.

2) Signing Bonus

The parties agree to payment of a Signing Bonus of \$300.00 to all employees. This Bonus shall be payable to all employees on staff with the Employer effective the date of signing of the Collective Agreement. This Bonus shall not be pro-rated for less than full time employees.

3) Payment for all monies owed retroactively to all current employees who were employed during the above period of time shall be made within thirty (30) days of the date of signing of the Collective Agreement.

Signed this ___2nd___ day of _____August_____, 2007.

Signed on behalf of
Regina Transition Women's
Society

(Original signed by)

Maria Hendrika
Executive Director

Shelby Love, President
Board of Directors

Ron Dedman

Signed on behalf of
Saskatchewan Government and
General Employees Union

(Original signed by)

Kerry G. Armbruster-Barrett
SGEU

Norma Rae Chapman
Chair, Negotiating Committee

Randi Kennedy

Teresa Clements

APPENDIX A

FAMILY RESPONSIBILITIES AND PRESSING NECESSITY LEAVE

Family Responsibilities shall include but are not limited to:

- a) making arrangements required for education, e.g.: registration, inoculations, kindergarten orientation, etc.
- b) court appearances for family reasons, e.g.: child custody, divorce proceedings
- c) other circumstances that are non-emergency family responsibilities where one has an obligation or duty
- d) illness of regular caregiver

Eldercare shall include but is not limited to:

- a) physician appointment
- b) arranging care and/or personal matters
- c) emergency situations
- d) critical illness of an adult relation
- e) unforeseen medical situation of an adult relation when no other person can provide for their needs

Dependent Care shall include but is not limited to:

- a) illness of dependent(s) where no other person can provide for their needs
- b) medical emergencies involving immediate family

Domestic Care shall include but is not limited to:

- a) emergency sickness or grave illness to the employees' immediate family or household
- b) other circumstances over which the employee has little or no advance warning or control e.g. fire, flood, severe blizzard etc.
- c) automobile accidents to/from place of employment
- d) matters arising from theft of personal property

LETTER OF UNDERSTANDING #1

Regina Transition Women's Society agrees to maintain seven (7) full-time positions during the term of this contract.

Original signed by _____

Original signed by _____

Norma Rae Chapman_____

Maria Hendrika_____

Kerry G. Armbruster-Barrett__

Ron Dedman_____

For the Union
Local 5147

For the Board of Regina
Transition Women's Society

Date: __August 2, 2007_____

LETTER OF UNDERSTANDING #2

The parties mutually agree, as per Article 3.02, that the Executive Director may do work of the bargaining unit when the regularly scheduled Emergency Shelter Worker on the shift requires assistance.

The parties further agree that practicum students and volunteers shall only work under the guidance and direction of the Emergency Shelter Worker assigned to that shift. Under no circumstances shall they be allowed to do the work of the bargaining unit.

Original signed by _____

Original signed by _____

Norma Rae Chapman_____

Maria Hendrika_____

Kerry G. Armbruster-Barrett__

Ron Dedman_____

For the Union
Local 5147

For the Board of Regina
Transition Women's Society

Date: __August 2, 2007_____

LETTER OF UNDERSTANDING #3

The parties mutually agree that Regina Transition Women's Society may hire special project workers subject to separate funding arrangements. These special positions shall not displace nor replace existing positions or staff.

In each instance the employer shall work cooperatively with the staff in the development of the duties of the project workers.

Notification of successful proposals shall be provided to the Saskatchewan Government and General Employees' Union which shall include wages, benefits and hours of work.

Original signed by _____

Original signed by _____

Norma Rae Chapman_____

Maria Hendrika_____

Kerry G. Armbruster-Barrett____

Ron Dedman_____

For the Union
Local 5147

For the Board of Regina
Transition Women's Society

Date: __August 2, 2007_____

LETTER OF UNDERSTANDING #4

The parties to this agreement shall, during the life of the contract, form joint committees to develop policy and action on the following issues:

- a) Affirmative Action/Employment Equity;
- b) Benefits review, eg. Group Life, Dental, RRSP, EAP etc; and,

Original signed by _____

Original signed by _____

Norma Rae Chapman_____

Maria Hendrika_____

Kerry G. Armbruster-Barrett____

Ron Dedman_____

For the Union
Local 5147

For the Board of Regina
Transition Women's Society

Date: __August 2, 2007_____

LETTER OF UNDERSTANDING #5
JOB DESCRIPTIONS

The parties to this agreement will elect two representatives to work on job descriptions. This committee will begin immediately with a completion date of no later than **March 31, 2008**.

For the Union
Local 5147

For the Board of Regina
Transition Women's Society

Original signed by

Original signed by

Norma Rae Chapman_____

Maria Hendrika_____

Kerry G. Armbruster-Barrett____

Ron Dedman_____

Date: __August 2, 2007_____

LETTER OF UNDERSTANDING #6

The parties to this agreement agree that over the next three months a complete review of the hours of work will be completed. It is further agreed that staff meetings will be scheduled as the employer deems necessary. All extra hours with reduction of staff meetings will be used to complete extra projects and coverage as determined by the Executive Director.

For the Union
Local 5147

For the Board of Regina
Transition Women's Society

Original signed by

Original signed by

Norma Rae Chapman_____

Maria Hendrika_____

Kerry G. Armbruster-Barrett

Ron Dedman_____

Date: __August 2, 2007_____

Regina Transition Women's Society

Schedule A Rates of Pay

Effective April 1, 2005 + 1%

	Training	Entry (0 – 599 hrs)	Level 1 (600 – 1799 hrs)	Level 2 (1800 – 3599 hrs)	Level 3 (3600 – 5399 hrs)	Level 4 (5400 hrs and over)
Emergency Shelter Worker/ Children's Support Worker	12.82	16.03	16.91	17.17	17.43	17.71
Program Administrator	13.32	16.64	17.55	17.82	18.08	18.34

Effective November 1, 2005

+ 2%

	Training	Entry (0 – 599 hrs)	Level 1 (600 – 1799 hrs)	Level 2 (1800 – 3599 hrs)	Level 3 (3600 – 5399 hrs)	Level 4 (5400 hrs and over)
Emergency Shelter Worker/ Children's Support Worker	13.08	16.35	17.24	17.51	17.78	18.06
Program Administrator	13.57	16.97	17.90	18.18	18.44	18.71

Regina Transition Women's Society

Schedule A Rates of Pay

Effective April 1, 2006 + 3%

	Training	Entry (0 – 599 hrs)	Level 1 (600 – 1799 hrs)	Level 2 (1800 – 3599 hrs)	Level 3 (3600 – 5399 hrs)	Level 4 (5400 hrs and over)
Emergency Shelter Worker/ Children's Support Worker	13.47	16.84	17.76	18.04	18.31	18.60
Program Administrator	13.98	17.48	18.44	18.73	18.99	19.27

Effective April 1, 2007 +3%

	Training	Entry (0 - 599 hours)	Level 1 (600 - 1799 hours)	Level 2 (1800 - 3599 hours)	Level 3 (3600 - 5399 hours)	Level 4 (5400 hrs and over)
Domestic Violence Counsellor Shelter Co-ordinator Children's Support Worker	13.87	17.35	18.30	18.58	18.86	19.16
Program Administrator	14.42	18.00	18.99	19.29	19.56	19.85