

**SASKATOON  
SEXUAL ASSAULT AND  
INFORMATION  
CENTRE, INC.**

**April 1, 2008 -  
March 31, 2011**

**COLLECTIVE AGREEMENT**

**SGEU**

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## **PURPOSE OF AGREEMENT**

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

1. To maintain and improve harmonious relations between the Employer and the members of the Union.
2. To promote co-operation and understanding between the Employer and the employees.
3. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages.
4. To encourage efficiency and safety in operations.
5. To provide a high quality of service to the public.
6. To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.
7. To exercise their respective rights reasonably and in good faith.

The parties therefore agree as follows:

## **ARTICLE 1 INTERPRETATION**

- 1.1 Bargaining Unit means Saskatoon Sexual Assault and Information Centre, Inc., certified by SGEU as determined by the Labour Relations Board.
- 1.2 Executive Director means the person to whom the Board of Directors has delegated general responsibility for the Management of services.
- 1.3 Demotion is defined as the movement of an employee from one position to another position that has a salary range with a lower maximum.
- 1.4 Employee
- 1.4.1 Permanent Employee:

Any employee who has successfully completed a probationary period in accordance with Article 11.1.

- 1.4.2 Probationary Employee:  
Any employee whose initial employment is on a trial basis established for a period of time (probationary period) in accordance with Article 11.1.
- 1.4.3 Part-time Employee:  
Means an employee who is scheduled to work less than fulltime hours on a regular basis
- 1.4.4 Job Share Employee:  
Job-share shall mean the sharing of a permanent position by two (2) employees, one of whom is the permanent incumbent of the position, where mutually agreed by the employer and the union.
- 1.4.5 Temporary Employee:  
Means an employee hired into a position with a defined start and end date and will be limited to the following:  
(a) Backfill for (General Leave) definite leave  
(b) Projects funded by other agencies  
(c) Backfill during the staffing process  
(d) Backfill for extended sick leaves  
(e) Emergent situations  
(f) Job share backfills  
(g) Special circumstances as agreed to by the parties
- 1.4.6 Casual Employee:  
Means a person engaged to perform work of a casual or emergent nature. Where a casual employee works more than twenty-six (26) days in any two consecutive (2) month period said employee will be reclassified as a part time employee unless otherwise agreed to by the parties.
- 1.5 Employer  
Means The Saskatoon Sexual Assault & Information Centre, Inc.
- 1.6 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun, and where the singular term is used in this Agreement, it shall mean and include the plural, all as the context requires.
- 1.7 Promotion means the movement of an employee from one position to another position that has a salary range with a higher maximum.

- 1.8 Pro-rata Basis means pro-rated according to the time worked while employed, as a percentage of time worked by full-time employees in the same classification.
- 1.9 Transfer means the movement of an employee from one (1) position to another position that has a salary range with the same maximum.
- 1.10 Union means the Saskatchewan Government and General Employees' Union.
- 1.11 Staff Support shifts are shifts that are normally worked by trained volunteers on an on call basis to assist crisis line volunteers and are paid an honourarium.

## **ARTICLE 2 SCOPE**

### **2.1 Scope**

The Employer recognizes the Union as the sole bargaining agent for all employees of the Saskatoon Sexual Assault and Information Centre, Inc., with the exception of the Executive Director and Assistant Director.

- 2.2 All new classifications or new positions within the scope of this Agreement shall be posted in accordance with Article 10.3. If there is a dispute between the Employer and the Union as to whether the new or reclassified classification or new position is within or outside of the scope of the Union's Bargaining Unit, such shall be subject first to negotiation. Failing settlement, the matter may be referred to the Labour Relations Board for adjudication.

- 2.3.1 The Union acknowledges that as a Community based organization volunteers are an important part of the operations of the Saskatoon Sexual Assault and Information Centre. The Union also acknowledges that volunteers do not form part of the bargaining unit.

- 2.3.2 The Employer agrees that volunteers will not perform bargaining unit work where it would cause the lay-off or a reduction of hours of any member of the bargaining unit.

- 2.4 If a new position or classification is not included in Appendix "A" the Employer shall establish the wage structure and then give written notice to the Union of its intent to implement the new position, or classification.
- 2.4.1 If within thirty (30) days of written notice, the Union objects to the wage structure established by the Employer, and through negotiations succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of implementation of the new position.
- 2.4.2 Failing resolution by negotiation, the matter shall be referred to arbitration in accordance with Article 7 Grievance Procedure.

### **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 within the Union's scope. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning matters affecting the relationship between such employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

- 3.2 The Union will provide the names of members holding office within the Union with whom the Employer or his agent can conduct business arising between the parties. The Employer will not recognize members holding office unless notified by the SGEU office of the incumbent and position in writing.

- 3.3 The Employer and the Union agree there shall be no discrimination, with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, sexual orientation, disability subject to bona fide occupational requirement, nor by reason of membership or activity in the Union.

3.4 **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 within the scope of the Union who is not required to maintain membership or apply for 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.

3.5 **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, dues, and assessments from and on behalf of all employees who are members of the Union from the employee's pay cheque each pay period. The Employer shall remit such deductions to the Executive Director of Operations of the Union within ten (10) days of the pay period following the pay period in which such deduction is made. A list of names, classifications and addresses of employees from whose wages the deductions have been made will be provided to the Union monthly.

The Union agrees to provide the Employer at least thirty (30) days notice of any changes in the amounts to be deducted for the purposes of check-off.

3.6 **Statement**

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

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

The Employer shall include the amount of Union dues paid by each employee on their annual T-4 slip.

3.8 **New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Article dealing with Union Security and Dues Check-off. On commencement of employment, the employee shall be introduced to the Union Steward or Union Representative who will provide the employee with a copy of the Collective Agreement and other pertinent information.

3.9 **Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his pay cheque. Upon leaving a temporary out of scope position an employee will revert to their former in scope position.

3.10 **Bulletin Boards**

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

3.11 **Right of Union Representative**

The Bargaining Unit shall have the right at any time to have the assistance of a representative of the Saskatchewan Government and General Employees' Union when meeting or negotiating with the Employer.

3.12 **Sexual/Racial Harassment**

The Employer and the Union agree that no form of sexual/racial harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving sexual/racial harassment shall to the extent possible be treated in strict confidence by both the Employer and the Union.

3.13 **Contracting Out**

The Union will be provided with as much notice as possible and an opportunity to discuss any intent to contract out.

The Employer will ensure no full-time or part-time employee will be laid off as a direct result of contracting out. Nothing in this agreement shall prevent the Employer from contracting out work from time to time as it shall be deemed necessary, provided that the Employer shall not, as a usual practice, contract out work ordinarily performed by members of the Bargaining Unit.

**ARTICLE 4 UNION/MANAGEMENT COMMITTEE**

4.1 **Joint Committee**

At either party's request, a Joint Committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer.

4.2 **Composition of Committee**

The Committee shall be composed of an equal number of representatives of the Union and the Employer.

4.3 **Meeting as Required**

The Committee shall meet as and when required upon request of either party, within fourteen (14) days.

4.4 **Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement.

4.5 Employees who attend Union/Management Committee meetings shall suffer no loss of wages.

**ARTICLE 5 PERSONNEL POLICIES**

5.1 The Employer will provide a copy of the personnel policies, as they are developed and any changes made thereto, to the Union and a copy will be made available for inspection by the employees.

Such policies shall not be inconsistent with this Collective Agreement.

## **ARTICLE 6 DISCIPLINE**

### **6.1 Access to Personnel Files**

Employees shall be allowed access to their personnel file to review any documents therein pertaining to work performance and/or conduct, except references from previous Employers, by making prior arrangements with the Executive Director or designate.

A Union representative, accompanied by the employee, shall have access to the employee's file, and be permitted to make copies of documents for the purpose of grievance investigation (except for references from previous Employers) by making prior arrangements with the Executive Director or designate.

6.2 The record of an employee shall not be used at any time after two (2) years following a disciplinary action unless there are disciplinary documents of equal or greater severity placed on the employee's file within the two (2) year period.

6.3 The Employer endorses the principle of progressive discipline. However, nothing will prevent the Employer from invoking any particular disciplinary response in any situation subject to demonstrating just cause therefore.

6.4.1 The Employer agrees to advise the employee that a steward or Union representative may be present at any meeting where discipline or potential discipline is being investigated or imposed.

### **6.4.2 Letter of Reprimand**

Written reprimands shall be recorded by means of a letter of reprimand to the employee within fourteen (14) calendar days of the discovery of the event of the complaint. Such letters shall become part of an employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. A copy of the letter of reprimand will be forwarded to the Union Office, unless otherwise specified by the employee.

6.4.3 Suspension

Where judged appropriate, by Management, suspension without pay may be effected. The employee will be given notice of suspension. The days of suspension shall be included. A copy will be forwarded to the Union Office unless otherwise specified by the employee.

**ARTICLE 7 GRIEVANCE PROCEDURE**

**7.1 Grievance Committee**

To provide an orderly process for settling grievances, the Union shall select a steward.

The Union shall notify the Employer in writing of the steward and of any changes made thereto.

**7.2 Permission to Leave Work**

7.2.1 Any employee who feels that they have been aggrieved or any employee with relevant grievance information shall receive permission from their supervisor to leave temporarily, as required up to thirty (30) minutes per event with out loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is not possible to leave work immediately, due to work requirements, other arrangements shall be made on work time, as soon as possible.

7.2.2 The Employer agrees that a steward or elected Officer of the Union shall receive permission to leave assigned duties temporarily as required up to thirty (30) minutes per event 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.

**7.3 Definition of a Grievance**

A grievance shall be defined as any work related difference or dispute between the Employer and any employee(s) or the Union as to the interpretation or application or alleged violation of this agreement or any provincial statute save for the Trade Union Act which cannot be settled by discussions.

Both Union and Management agree that discussions between the Executive Director and Grievor should firstly take place to resolve differences before embarking on the following formal grievance procedure.

Step 1 If a satisfactory settlement cannot be affected at the informal stage, the grievor and/or the Union may, within fourteen (14) days, submit the grievance in writing to the Executive Director or his/her designated representative, who will render his/her decision, in writing, within fourteen (14) days of receipt of the grievance.

Step 2 Failing satisfactory settlement of the grievance at Step 1, the matter may be referred to Chairperson of the Board of Directors by the Grievance Committee of the Union within fourteen (14) days of the Executive Director or designated representative's decision. The Chairperson shall render his/her decision within 14 days.

Step 3 Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to Arbitration, as per Article 8, by the Grievance Committee of the Union within fourteen (14) days of the Chairperson of the Board of Directors or designated representative's decision.

#### 7.4 **Policy Grievance**

Where a group of employees or the Union have a dispute involving a question of general application or interpretation of the Collective Agreement, a grievance shall be filed as a policy grievance by a member(s) of the Union Negotiating Committee to the Board of Directors.

#### 7.5 **Extension of Time Limits**

The time limits set out above may be extended by consent of both parties. Such consent shall be confirmed, in writing, following such agreement.

**7.6 Orderliness and Technical Objection**

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade the settlement of grievances on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

**ARTICLE 8 ARBITRATION**

**8.1 Establishment of an Arbitration Board**

When the Union requests that a grievance be submitted to arbitration the request shall be made in writing to the Chairperson of the Board of Directors. In the letter the Union shall propose the name(s) of a person(s) to act as single arbitrator.

Within 14 days of receiving the notice the Chairperson of the Board of Directors shall respond in writing accepting a name of an arbitrator put forward by the Union or proposing an alternative name(s).

The Union shall respond to the Employers proposal within 14 days.

If the Parties fail to agree on a person to act as Arbitrator the Minister of Labour of the Province of Saskatchewan will be requested to make the appointment.

**8.2 Arbitration Procedure**

The Arbitrator shall fix the time and place of sittings and notify the parties.

The Arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

**8.3 Decision of the Arbitrator**

The Arbitrator's decision shall be final, binding and enforceable on both parties.

The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by an arrangement which s/he deems just and equitable.

Should the parties disagree as to the meaning of the Arbitrators' decision, either party may apply to the Arbitrator to reconvene to clarify the decision, which shall be done within thirty (30) working days.

**8.4 Expenses of the Arbitrator**

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

**ARTICLE 9 SENIORITY**

9.1 Seniority shall be defined as the total length of service of the employee's employment from the date on which they commenced employment with the Employer.

Seniority shall not be counted during an employee's probationary period, however, once the probationary period has been completed, seniority shall be credited.

**9.2 Seniority List**

The Employer shall maintain a seniority list of all employees showing:

- (a) The date upon which the employee entered the service of the Employer, subject to Article 9.4.
- (b) Seniority in accordance with Article 9.1.
- (c) The list shall be open to challenge from the date of posting and correction made upon proof that an error exists.
- (d) The current seniority list shall be posted on February 1<sup>st</sup> of each year. A copy shall be provided to the Union.
- (e) The seniority list, as established through negotiations, is not subject to challenge.

9.3 **Loss of Seniority**

Seniority shall not be broken or lost except for the following reasons:

- (a) Dismissal for cause and not reinstated;
- (b) An employee who voluntarily terminates their employment in writing, with the Employer, or retires;
- (c) Is laid off and not recalled for a period longer than two (2) years;
- (d) Failure to report for work immediately following the completion of a leave of absence when available work coincides with the expiry of the leave or when the employee can not show justifiable reason for the failure to report.

9.4 **Return to Scope**

An employee returning to an in-scope position from an appointment to an out-of-scope position and upon returning and occupying an in-scope position shall have all previous in-scope seniority restored.

**ARTICLE 10 APPOINTMENTS AND STAFF CHANGES**

10.1 **Notification of Current Address**

Employees shall be responsible for keeping the Employer notified of their current addresses, and the Employer shall not be liable to grievance action where it can be shown that failure to receive notice of position (job) vacancy is the fault of the employee in not notifying the Employer of the change of address.

10.2 **Filling Positions by Competition**

Vacancies and new positions covered in the scope of this Agreement, which the Employer chooses to fill, shall be subject to in-service competition within the agency.

10.3 **Job Postings**

A competition shall allow a minimum of one (1) week for applications to be submitted and shall be announced to all employees in the form of a bulletin posted in a prominent position in the agency, with a copy to the Union office.

Whenever circumstances require that a vacancy be filled before the expiration of the one (1) week period, it shall be filled during the interval only on a temporary basis and shall not prejudice any member's bidding rights on that vacancy.

The Union and the Employer may mutually agree that the bulletining of a particular position is not required, and where such agreement is reached, the Employer will not bulletin the position.

**10.4 Information on Postings**

Such notice shall contain the following information:

Title, duties and classification of position, qualifications, knowledge, skills and education required, wage or salary rate or range, hours of work and whether the position is full-time or other than full-time (OTFT), deadline date for applications, expected start date of the position and any other pertinent information.

**10.5 No New Employees**

No new employees shall be hired, until the applications of present employees and the applications of those persons on layoff from the re-employment list have been considered.

**10.6 Role of Seniority Appointments**

Subject to Article 10.2, the applicant with the most seniority and having the necessary qualifications, knowledge, education and skills to do the job shall be appointed to the position.

**10.7 Notice of Filling Vacancy**

Successful applicants who fill vacant positions shall be notified in writing, prior to commencing such duties, the classification, the range and step they will occupy. The name of the successful applicant shall be communicated to the Union in writing.

## **ARTICLE 11 PROBATION**

### **11.1 Probation**

Newly hired employees shall be on probation for a period of six (6) calendar months from their date of hire. By mutual agreement of the parties, an extension may be granted for an additional three (3) calendar months. During the probation period, employees shall be entitled to all rights and benefits of this agreement except with respect to seniority and discharge for reasons of general unsuitability. Upon successful completion of the probation period, seniority shall be effective from the last date of employment.

## **ARTICLE 12 JOB ABOLITION, LAYOFF, AND RECALL**

12.1 In the event a staff reduction becomes necessary, the Employer shall lay off employee(s) through the abolition of positions. The most senior employee(s), subject to ability and qualifications, shall be retained.

12.2 A layoff shall be defined as:

- (a) For a full-time employee, a reduction of the hours of work as set out in Article 13.1.1 or;
- (b) The elimination or abolition of an employee's position.

### **12.3 Notification of Layoff**

Written notice, as shown below, shall be given to any employee who is laid off, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment:

- (a) One (1) weeks written notice, if the period of employment is less than one (1) year;
- (b) Two (2) weeks written notice if the period of employment is one (1) year or more, but less than three (3) years;
- (c) four (4) weeks written notice, if the period of employment is three (3) years or more, but less than five (5) years;
- (d) six (6) weeks written notice if the period of employment is five (5) years or more but less than ten (10) years;
- (e) Eight (8) weeks written notice, if the period of employment is ten (10) years or more.

A copy of the layoff notice shall be forwarded to the Union at the same time as issued to an employee. The Employer agrees to meet with the Union forthwith and discuss the impact of the layoffs.

The Employer shall advise an employee of her right to Union representation. A Union representative shall be present during discussions concerning layoff, if the employee so desires.

Notwithstanding the layoff procedures, the Employer and the Union can modify the procedures to take into account the desire of the parties to minimize the impact of the layoff or to deal with particular operational considerations.

**12.4 Method of Layoff**

In the event of layoff, full-time employees in the classification effected shall be laid-off in reverse order of their seniority with the Employer.

Such laid-off employees may exercise their right to bump as outlined in Article 12.8.

**12.5** In addition to regular notice as per Article 12.3, all permanent employees shall be entitled to severance on the basis on one (1) week's pay for each year of service or portion thereof being understood that time on layoff shall not be construed as service for purposes of this section. Pay will be calculated on the basis of the employee's rate of pay at the time of separation. Severance pay will be paid in accordance with the following:

- (a) When an employee's job is abolished and the employee chooses to resign.
- (b) When an employee is removed from the seniority list under Article 9.3 (c).
- (c) When an employee chooses to resign at the time of layoff.

**12.6 Method of Bumping**

Options of Permanent Employees who have received notice of Position Abolishment

An employee who holds permanent status in the position which is being abolished shall have the right to exercise any one (1) of the following options:

- (a) to exercise "bumping" (displacement) rights on the basis of his total seniority within his agency;
- (b) to go on lay-off and thereafter be entitled to exercise re-employment rights;
- (c) to retire; or
- (d) to resign and receive severance pay.

- 12.6.1 An employee, provided he is qualified and has more seniority, shall bump downward the employee with the least seniority in the same or lower classification in descending order.
- 12.6.2 Employees displaced by being bumped, shall have the same rights as available to the employee whose position was abolished or was laid-off.

12.7 **Re-Employment Lists**

The Employer shall establish and maintain a re-employment list with the names of employees ranked in order of their seniority for the agencies covered by this Collective Agreement. Employees shall be responsible for keeping the Employer notified of their current addresses.

An employee who has been laid off shall have his/her name kept on the re-employment list for a period not to exceed two (2) years.

- 12.8 Laid off employees will be recalled in order of their seniority provided they are qualified and able to perform the work.

Laid off employees will be recalled prior to new employees being hired.

**ARTICLE 13 HOURS OF WORK**

- 13.1.1 Full-time employees shall work seven and one half (7.5) consecutive hours per day Monday to Friday inclusive, a total of thirty seven and one half (37.5) hours per week.

- 13.1.2 Full-time employees shall be allowed two (2) rest periods of fifteen (15) minutes each. Employees shall be allowed a one (1) hour meal break.

- 13.2 Temporary and part-time employees shall be entitled to a meal break of one (1) hour within each projected assigned work period, and shall be entitled to a paid fifteen (15) minute rest period within each four (4) consecutive hour shift period.

- 13.3 Time spent in meetings when the employee is required by the Employer to attend such meetings shall be considered time worked and travel time will be paid.

13.4 On each occasion an employee reports for work that is outside of their normal schedule, they shall receive a minimum of three (3) hours at the applicable overtime rate of pay.

When a volunteer is not available to work a Staff support shift and an employee agrees to work the shift they will be paid the same honourarium as the volunteers.

13.5 **Travel and Sustenance**

The Employer shall reimburse employees for pre-authorized travel and sustenance expenses consistent with SSAIC policy.

13.6 Part-time employees shall have access to their work schedule no less than two weeks in advance.

Part-time employees shall be scheduled for work in seniority order and scheduled for additional work which becomes available in seniority order provided that it does not put an employee in an overtime situation.

Part-time employees shall be given seven (7) days notice of a change to their schedule unless circumstances beyond the control of the Employer prevent such notice. In such cases the employee shall be given as much notice as possible.

**ARTICLE 14 OVERTIME**

14.1 Full-time employees working hours in excess of those hours specified in Article 13.1.1 shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay.

14.2 Other than full-time (OTFT) employees working hours in excess of those hours specified in Article 13.1.1 shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay.

14.3 Overtime will not be paid unless such overtime has been authorized by the employee's supervisor, save for extenuating circumstances involving client crisis.

14.4 Employees' may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay. Such time off shall be taken within three (3) months of being earned or paid out at the appropriate rate.

The Union recognizes the Employers legitimate concerns over the costs associated with overtime and will encourage employees to take time in lieu whenever possible.

## **ARTICLE 15 DESIGNATED AND STATUTORY HOLIDAYS**

**15.1** For the purposes of this Agreement, designated and statutory holidays shall mean:

New Year's Day	Saskatchewan Day	Christmas Day
<b>Family Day</b>	International Women's Day	Boxing Day
Good Friday	Labour Day	
Victoria Day	Thanksgiving Day	
Canada Day	Remembrance Day	

plus any other day proclaimed as a holiday by the Federal, or Provincial Government.

**15.2** All employees shall be entitled to a day's pay for each designated holiday that falls within their pay period. If a designated holiday falls on a regularly scheduled day off, employees shall be entitled to other time off at the appropriate rate.

**15.3** Employees required to work on a designated and statutory holiday, as identified in Article 16, shall be paid at the rate of double time (2) times the employee's hourly rate of pay, plus time off with pay equal to the regular hours worked.

If an employees is required to work in excess of the normal hours on such a day, such overtime hours shall be paid double (2) times the employee's hourly rate of pay.

**15.4** Part time employees who:

- (a) are required to work on a Statutory Holiday as set out in Article 16 shall receive: double (2) times their regular rate of pay for all the normal hours so worked as defined in Article 13, in addition to Statutory Holiday Pay as outlined in (b) below.
- (b) do not work on the Statutory Holiday shall be paid Statutory Holiday Pay calculated as five percent (5%) of their total income earned in the four (4) weeks immediately preceding the week containing the Statutory Holiday.

- 15.5 Each week that has a designated holiday within it shall, as a result, have the amount of hours to be worked at straight time set at thirty (30) hours. Should a week have two (2) designated holidays, such weekly hours will be set at twenty two and one half (22 ½) hours maximum without overtime occurring.
- 15.6 Designated holidays that fall on a Saturday may be moved to Friday. Designated holidays that fall on a Sunday may be moved to Monday. In special circumstances the above rules may be altered by agreement between the Employer and the Union.

## **ARTICLE 16 VACATION**

### **16.1 Definition**

Vacation means annual vacation with pay.

### **16.2 Vacation Year**

Vacation year means the twelve (12) month period commencing on the anniversary of the initial employment of the employee and concluding twelve (12) months later.

### **16.3 Vacation Credits**

Vacation credits shall be earned by employees on the following basis:

- (a) During the first (1<sup>st</sup>) and subsequent years, including the second (2<sup>nd</sup>) year of continuous employment, one and one-quarter (1 1/4) days per month worked (fifteen (15) working days per year).
- (b) During the third (3<sup>rd</sup>) and subsequent years including the seventh (7<sup>th</sup>) year of continuous employment, one and two-thirds (1 2/3) days per month (twenty (20) working days per year).
- (c) During the eighth (8<sup>th</sup>) and subsequent years of continuous employment, two and one-twelfth (2 1/12) days per month (twenty-five (25) working days per year).

16.4           **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 the entitlement to the following year. Carry over of up to five (5) days may be approved, if such carry-over fits into the vacation schedule without affecting the vacation of another employee. Consideration will be given for carry over in excess of five (5) days.

16.5           **Vacation Schedule Broken**

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

- (a) granted bereavement leave, or
- (b) granted sick leave as a result of hospitalization, or
- (c) granted other approved leave of absence, or
- (d) granted sick leave for an illness which would confine the employee to home for a period of 4 days or more. (A medical certificate substantiating proof of illness may be required)

The employee shall be credited with an equivalent period of additional vacation.

16.5.2       When a statutory holiday falls during an employee's vacation period, the employee shall be entitled to an extra vacation day either added to the vacation period or banked for later use, at a time to be mutually agreed upon.

16.6           **Vacation Pay**

16.6.1       An employee whose employment terminates shall be entitled to a proportionate payment of salary in lieu of earned vacation.

16.6.2       Employees on part-time status shall earn vacation credits on a prorated basis.

16.7           **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.

16.8           **Vacation Schedule**

Annual vacation will be assigned in co-operation with the Executive Director and on a seniority basis in order to ensure that the operational needs of the Centre are met.

**ARTICLE 17 SICK LEAVE**

17.1           **Definition**

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or for the actual time required to attend to their own doctor or dentists appointment where alternate arrangements cannot be made or because of an accident that is not compensable under Workers' Compensation.

17.2           **Basis Earned**

Sick leave credits shall accumulate for all employees at the rate of one and one-half (1.5) days for each month of service (eighteen (18) days per year). Part-time employees shall accumulate on a pro rata basis.

17.3           All unused sick leave credits shall accrue to the employee from year to year to a maximum of fifty four (54) days.

17.4           **Use of Sick Leave**

17.4.1        In the event of an absence of a full-time employee, due to sick leave, a deduction shall be made from the employee's accumulated sick leave credits for all normal working hours missed due to the leave, other than designated statutory holidays in order to maintain the employee's regular income.

17.4.2        In the event that a part-time employee misses normal scheduled working hours, due to sick leave, they shall have access to utilize accumulated sick leave credits for such hours, other than designated holidays in order to maintain their regular income.

17.5           **Proof of Illness/Fit to Return to Duties**

17.5.1        A medical note(s) may be required of an employee claiming sick leave.

17.5.2 Employees must provide an indication, to the responsible supervisor, at least 24 hours prior to normal hours of work, of:

- a) when they expect to return to work
- b) the anticipated duration of the illness

17.5.3 After a period to sick leave an employee may be required to present a medical note of fitness to return to duty. This must be provided on or before the employee's first day of work after the illness, at the employee's expense.

17.6 **Sick Leave Credit Record**

The record of an employee's accumulated sick leave credits shall be provided verbally upon an employee's request.

17.7 **Recognition of Social Illness**

The Employer and the Union recognize that mental illness and chemical addictions 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 a dependant family member is undertaking a rehabilitative program for alcoholism or chemical addiction may apply for sick leave benefits or vacation time or leave with pay to participate with their 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 acknowledgment 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 this Collective Agreement.

**ARTICLE 18 LEAVES OF ABSENCE**

18.1 **Union Business**

Members of the Union appointed as delegates to attend a convention or business meeting in connection with Union affairs shall, with sufficient notice, be granted leave of absence insofar as operational requirements will allow.

18.2 The Employer agrees to pay normal earned salary and benefits to employees who are involved in negotiations with the Employer, pay normal salary and benefits to employees delegated on a short-term basis of one (1) month or less to attend to Union business as referred to in Article 19.1, and that the Employer is to charge the Union for reimbursement of the cost. Such costs shall only include:

- (a) Actual lost wages.
- (b) Employer's share of Unemployment Insurance premiums.
- (c) Employer's share of Canada Pension contributions.
- (d) Worker's Compensation premiums.
- (e) Employer's share of premiums for any benefits (if any).

Continuous leave of absence for Union business, in excess of one (1) month, will be charged to the Union as per above plus the portion of annual vacation, sick leave and statutory holiday accrued over the period of leave.

18.3 A member of the Union 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.

18.4 **Compassionate Leave**

Upon application to the Employer and approval by the employee's supervisor, an employee shall be granted a compassionate leave of up to five (5) working days with pay for a death in the immediate family. Immediate family shall include Mother, Father, Spouse, Brother, Sister, Child, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandparent-in-law, Grandchild or someone with whom they have had an equivalent relationship. Such leave shall be granted at the discretion of the employee. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.

## 18.5 **Pressing Necessity Leave**

An Employee may be granted leave without pay for pressing necessity. Pressing necessity is defined as any circumstance of a sudden or unusual occurrence that could not, by the exercise of reasonable judgment, be foreseen by the employee and which requires the immediate attention of the employee. The employee may elect to use vacation leave, statutory holidays or an earned day off for the purpose of such leave, notwithstanding, the employee may elect to use sick leave subject to the approval of the supervisor.

Leave of absence with pay, chargeable to an employee's sick leave credits may be made on the basis of pressing necessity or family responsibilities (to a maximum of five (5) days per fiscal year).

## 18.6 **Maternity/Adoption Leave**

An employee shall be entitled to maternity/adoption leave, without pay, provided that she presents a certificate confirming the pregnancy/adoption and showing the probable date of delivery/arrival. The following conditions shall apply:

- (a) The Employer may require the employee to take maternity leave when the employee is unable to carry out her normal duties, or when in the opinion of a medical practitioner, such leave is warranted.
- (b) Leave of absence for maternity/adoption shall be for up to twelve (12) months as requested, except in extenuating circumstances, where in the opinion of a medical practitioner, the leave shall be further extended.
- (c) 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 same rate of pay occupied prior to the granting of such leave subject to negotiated wages increases.
- (d) Notice of intention to return to work, or request for change of length of leave of absence must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave.
- (e) The employee shall suffer no loss of accumulated seniority rights due to maternity, paternity and adoptive leave of absence. Seniority shall accumulate during the period of leave.

18.7 **Paternity/Adoption Leave**

An employee shall be entitled to twelve (12) months unpaid leave which can be taken within six (6) months before or after the birth or adoption of a child. Such leave will be granted as per Article 18.6 (c) and 18.6 (e).

18.8 **Jury Duty**

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

The Employer shall be informed of the required court appearances of any staff and all conduct monies, excluding travel and sustenance, received by any staff person shall be paid to the Employer.

18.9 **General Leave**

Leave of absence without pay may be granted to an employee provided the employee furnishes valid reasons for requiring such leave. All leaves of a specified duration will be definite leave i.e. reinstatement in the previously held position.

18.10 **Education Leave**

Insofar as the regular operation of the Employer may permit, an unpaid Educational leave of absence may be granted for up to twenty-four (24) months at the request of the employee.

18.11 **Benefits Earned While on Leaves of Absence Without Pay**

18.11.1 Up to and including thirty (30) days.

Employees shall accumulate seniority, sick leave credits, statutory holidays, vacation credits and increments up to and including thirty (30) calendar days.

18.11.2 Over Thirty (30) Days

Employees shall not accumulate sick leave credits or vacation credits for the period of absence greater than thirty (30) calendar days and a new increment date shall be established for the determination of increments. The accumulation of seniority shall be in accordance with Article 9 of this Collective Agreement.

The benefits under this Article shall apply only if an employee returns to work at the expiry of his/her leave unless otherwise determined by the Employer.

## **ARTICLE 19 PAY ADMINISTRATION**

19.1 The wage schedule covering employees occupying positions in the classification plan shall be set out in Appendix "A" forming part of this Agreement.

### **19.2 Hiring Rates**

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

19.3 The Employer will continue the current practice with respect to pay periods. The Union shall be notified thirty (30) days in advance should the Employer wish to change the current practice.

### **19.4 Statement of Earnings**

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

### **19.5 Temporary Performance of Higher Duties**

An employee who is temporarily assigned, by the Employer, to a higher classification shall be paid for each full or portion of day worked. Payment will be at an hourly rate which provides for an increase of five (5) percent over the employee's current hourly rate.

## **ARTICLE 20 POSITION DESCRIPTION AND REALLOCATIONS**

20.1 The Employer shall provide and maintain job descriptions and specifications.

20.2 A file of job descriptions currently maintained shall be kept in the Employer's office and shall be available for inspection by the employee during normal office hours.

- 20.3 When the duties of any position change or when an employee feels incorrectly allocated or when a new position is created, rates of pay shall be negotiated. Any increase shall be retroactive to the date of a request in writing. Where no agreement is reached, the matter will be referred to Arbitration.

## **ARTICLE 21 SAFETY AND HEALTH**

- 21.1 The Employer and the Union endorse the principle of worker occupational health and safety and shall continue to enhance safety measures.
- 21.2 An Occupational Health and Safety Committee as provided for under the Occupational Health and Safety Act, or as such Act may be amended from time to time, shall be implemented.
- 21.3 An Employee or a group of employees who have a health or safety concern shall endeavour to resolve that concern by first referring the concern to the immediate supervisor or officer responsible for safety.
- 21.4 Any time lost as a result of immunization shall not result in loss of pay.
- 21.5 Verbal or physical abuse will not be tolerated. Should an incident demonstrate that a client's behavior may constitute a risk to the safety of any staff member, a meeting between the Employer and employees shall be convened within 24 hours (excepting weekends and stat holidays) to assess the risk and make recommendations for the safety of staff and the workplace. Employees may have the assistance of a Union representative (AAA) if one is available to attend the meeting as scheduled.

## **ARTICLE 22 TECHNOLOGICAL CHANGE**

### **22.1 Technological Change**

If as a result of the Employer introducing new equipment or changes in operating methods or dissolution of department, where a job classification(s) will no longer be required, the Employer shall notify the Union ninety (90) calendar days in advance of instituting such changes which will cause reduction or demotion of the existing work force:

- 22.1.1 By mutual agreement of the Employer and the Union, the above time limits may be adjusted to suit individual circumstances.

- 22.1.2 Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article.
- 22.1.3 During the above mentioned implementation and transitional period, affected employees will maintain their wage level.
- 22.1.4 All new job titles and rates of pay within scope of this Agreement shall be negotiated in accordance with Article 20.3.
- 22.1.5 All new positions created as a result of technological change will be posted under the terms of the current Agreement. Orientation required for the new positions shall be provided by the Employer at the employee's regular rate of pay.
- 22.1.6 If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.

## **ARTICLE 23 MANAGEMENT RIGHTS**

- 23.1 Subject to the terms of the 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 and layoff because of lack of work.
  - (d) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees.
  - (e) Promote, demote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to grievance.

## **ARTICLE 24 EMPLOYEE BENEFITS**

### **24.1 Long Term Disability Plan**

The Employer agrees to facilitate deduction of premiums and provide administrative information should employees decide to join the SGEU LTD plan.

24.2           **Pension Plan**

Employees shall have 4% of gross pay deducted and remitted to the SSAIC pension plan on their behalf. The Employer will contribute 4% of employee gross pay. Employees may choose to contribute more to their pension plan at any time.

24.3           **Employee Family Assistance Program**

The parties jointly agree that the Union and the Employer will participate in the negotiation of an Employee and Family Assistance Program during the life of the agreement.

**ARTICLE 25 TERM OF AGREEMENT**

**25.1           This agreement, unless changed by mutual consent, shall be in force and effect from April 1, 2008 to March 31, 2011 and from year to year thereafter unless notification to amend as per 25.2 is given by either party.**

25.2           **Open Period**

Either party may, not less than thirty (30) days nor more than sixty (60) days, before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

25.3           **Wage Re-opener**

**The parties agree that there will be wage openers during the term of this agreement on April 1, 2008 and April 1, 2010.**

**The parties agree to meet in April 2009 and April 2010 and negotiate wage increases for employees based on monies available from the Employer's various funders and fundraising activities.**

## APPENDIX "A"

### Effective April 1, 2008

Crisis Line Manager	\$46,000.00 per year (37.5 hours/week)
Receptionist	\$11.61 per hour
Program Assistant	\$17.00 per hour

### Effective October 1, 2008

Crisis Line Manager	\$48,208.00 per year (37.5 hours/week)
Receptionist	\$13.00 per hour
Program Assistant	\$17.82 per hour

### Effective April 1, 2009

Crisis Line Manager	\$50,216. per year (37.5 hours/week)
Receptionist	\$13.85 per hour
Program Assistant	\$18.99 per hour

**APPENDIX “B”**

**LETTER OF UNDERSTANDING #2008 – 01**

**Between**

**SASAKTCHEWAN GOVERNMENT AND GENERAL EMPLOYEES’ UNION**

**And**

**SASKATOON SEXUAL ASSAULT & INFORMATION CENTRE**

**Re: Wage Progression for all In-Scope Classifications**

The parties agree to meet at the beginning of June 2008 to negotiate and agree on wage progressions for all in-scope classifications.

Signed this 22<sup>nd</sup> day of April, 2008, in Saskatoon, Saskatchewan.

Signed on behalf of  
Saskatchewan Government and  
General Employees’ Union

Signed on behalf of  
Saskatoon Sexual Assault &  
Information Centre

“Debra Roth”

“Carolyn Hlady”

“Elizabeth Freire”

## SIGNING PAGE

The SASKATOON SEXUAL ASSAULT AND INFORMATION CENTRE, INC., and the SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION hereby agree, that the attached document shall form the Collective Agreement between the parties.

Signed on behalf of Saskatchewan  
Government and General Employees'  
Union

Signed on behalf of Saskatoon Sexual  
Assault and Information Centre, Inc.

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Debra Roth  
Negotiating Committee

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Val Farkas  
Negotiating Committee

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Greg Eyre  
Agreement Administration Advisor

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Heather Pocock  
Assistant Director

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Elizabeth Freire  
Executive Director