

REGINA TRANSITION HOUSE

**April 1, 2016 to
March 31, 2021**

COLLECTIVE AGREEMENT

SGEU

Saskatchewan Government and General Employees' Union

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

REGINA TRANSITION HOUSE

AND

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5147**

APRIL 1, 2016 TO MARCH 31, 2021

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this ____ day of _____, 2017.**

between

**REGINA TRANSITION HOUSE
hereinafter referred to as "the Employer"**

PARTY OF THE FIRST PART

and

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
hereinafter referred to as "the Union"**

PARTY OF THE SECOND PART

ARTICLE 1 PURPOSE

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

- a) To work toward a society this does not condone or tolerate the abuse of women and children;
- b) To provide shelter, education, support, counselling and advocacy for women and children fleeing from any form of abuse; and,
- c) 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:

- 2.1** Union means The Saskatchewan Government and General Employees' Union representing the employees of Regina Transition House, Local 5147.
- 2.2** The Employer means the Board of Directors of the Regina **Transition House and the Executive Director or designate.**
- 2.3** Employee or Employees means a person to which the terms of this Agreement apply as indicated in Article 3.
- 2.4** Executive Director means the Executive Director of the Regina Transition **House.**
- 2.5** Pay Plan means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Articles 17 and **18.**
- 2.6** Promotion means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.
- 2.7** 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.
- 2.8** Transfer means the movement of an employee from one position to another in the same or different class with the same maximum salary.
- 2.9** 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 Part-time Employee means a permanent employee who works on a regularly scheduled basis for less than full time hours.
- 2.15 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.
- 2.16 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.
- 2.17 Shift Rotation means three consecutive days of work followed by three consecutive days of rest.
- 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.
- 2.19 Fiscal Year defined as April 1 to March 31.
- 2.20 Calendar Week is a seven (7) day period defined as Saturday midnight to the following Saturday midnight.
- 2.21 **Union Management Committee (UMC) means the standing committee comprised of two (2) elected Union representatives and no more than two (2) representatives for the Employer. UMC meets on a quarterly basis to discuss issues of mutual interest and to seek positive and reasonable solutions to non-grievable problems arising within the term of the Agreement.**

ARTICLE 3 SCOPE

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

The Executive Director

The Office Manager

The Operations Manager

Summer Student

Project Employee whose term is less than 1 year

ARTICLE 4 UNION SECURITY

4.1 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 3.1. 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.

4.2 No Contracting Out

The employer agrees that all work or services performed by the employees 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.

4.3 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.

4.4 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.

4.5 Union Membership

- a) Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.**
- b) Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.**
- c) Notwithstanding paragraphs a) and b), any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.**

4.6 Union Dues

The employer shall deduct, on behalf of the union from the employee's pay all initiation fees, dues, assessments and levies. The employer shall remit such deductions to the union at the conclusion of each pay period.

The employer shall provide with the dues submission a list of names, classifications and addresses of those who incurred the deductions.

The employer shall inform the union of any new hires, resignation or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.

The employer shall provide the information electronically.

The union shall provide the electronic template to the employer.

4.7 Income Tax (T-4) Slips

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

4.8 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 union dues.

The Chief Steward shall be notified of the names and contact information of new members.

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.

4.9 Temporary Out-of-Scope Appointment

An employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from 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 17.4(b).

4.10 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.

4.11 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.

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

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 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.

5.2 Names of Stewards

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

5.3 Definition of Grievance

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

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

5.4 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.

5.5

Procedure

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. Attempts to resolve the dispute shall take place by meeting with the Executive Director or her designate.

- a) **Both parties shall be required to provide relevant information regarding the dispute at each step of the grievance process. At any stage during the grievance process the time limits may be extended by mutual agreement between the parties.**
- b) **The grievor(s) and Steward shall receive leave with pay to attend all grievance meetings with the Employer.**
- c) **It is agreed that any SGEU Labour Relations Officer may assist at any step of the grievance procedure.**
- d) 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:

- i) **Step 1**

The grievance shall be submitted in writing by the **Steward** and/or the **Labour Relations Officer** 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) 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.

ii) 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.

iii) Step 3

The SGEU Labour Relations Officer and the Employer representative(s) may agree in writing to mediate the dispute.

If settlement is not reached at the Step 2 meeting, the Employer shall render a decision in writing within fifteen (15) calendar days of the meeting.

Upon receipt of the written decision, the SGEU Labour Relations Officer shall respond within thirty (30) calendar days.

iv) Step 4

Failing satisfactory settlement of the grievance at Step 3, the matter may be referred to arbitration by the union within thirty-two (32) calendar days.

5.6 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.

5.7 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.

5.8 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.

5.9 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 Handling Disputes During Work Hours

The steward and 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. **The steward** or aggrieved employee shall not lose any pay or other benefit for time so spent.

5.11 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.

5.12 Provision of Information

The employer agrees to provide all relevant information concerning any grievance to the union upon written request.

5.13 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 MEDIATION

a) Parameters

Mediation is a process where an impartial third party helps the parties discuss a dispute and work toward a solution that is acceptable to the parties. Participation is voluntary.

The parties by mutual agreement may engage in mediation to resolve the grievance.

Compensation for leave and expenses of participants, other than those of the grievor and Steward, shall be paid by the party calling them.

b) Selection of a Mediator

The mediator will be selected by mutual agreement of the parties. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour Relations and Workplace Safety to have a mediator appointed.

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

c) Role of the Mediator

The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.

d) Rules Applicable to Grievance Mediation

Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process.

Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievance.

Anything said or done at mediation will not be used against the Employer, Employee, or the Union at any subsequent arbitration.

At any subsequent arbitration hearing or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness.

Unless agreed otherwise by both parties, no transcripts or records will be kept by the mediator other than verification the mediation occurred, along with the names of parties in the dispute, the time, the location and whether settlement was achieved.

Parties to the mediation will have the authority to conclude a settlement at mediation.

e) Procedure

The mediator will provide an introduction of the mediation process.

If settlement is reached, the terms of the settlement will be put in writing, and signed by the parties.

If no agreement is possible, the mediator will verbally set out respective positions, and points of difference.

The mediator may shut down the mediation process if it appears settlement is unlikely.

ARTICLE 7 ARBITRATION

7.1 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.

7.2 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.

7.3 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.

7.4 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 8 DISCIPLINE, SUSPENSION, DISMISSAL

8.1 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. Reprimands shall be conducted 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 the reason for the meeting and of her 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.

An employee may choose to waive the right to union representation and must do so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time to arrange union representation.

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 any time after twelve (12) months.**

8.2 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.

8.3 Letter of Reprimand

Letters of reprimand shall be given to an employee within seven (7) days of the employer becoming aware of the event giving rise to a complaint. The letter shall become part of an employee's record subject to Article 8.1(c). Any reply from the employee shall also be recorded in the file. Letters of reprimand will be forwarded to the union.

8.4 Suspension

The employee will be notified in writing of the reasons for the suspension, the length of the suspension and whether it shall be with or without pay. A copy of the letter shall be supplied to the union. Any reply from the employee shall be recorded in the file.

8.5 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:

Hours Worked in Previous 12 Months X Monthly Salary for Full-time
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.

8.6 Reinstatement of Rights

- a) 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.
- b) A casual employee who has been unjustly suspended, demoted or dismissed, shall upon reinstatement receive all rights and benefits retroactive to the date of suspension, demotion or dismissal based upon the average number of hours worked in the six (6) months previous to the suspension, demotion or dismissal.

8.7 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.

8.8 Warnings

Warnings related to an employee's poor work performance shall be made within seven (7) days of the time that the alleged poor work performance occurred or seven (7) calendar days after the incident comes to the attention of the employer. Copies of such warnings shall be sent to the union.

8.9 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 9 SENIORITY

9.1 Definition

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

9.2 Seniority of Casual Employees

- 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) All hours accumulated during training shall be included in seniority once the employee has completed 150 hours of employment.
- c) Seniority for casual employees shall be based on the number of paid hours and the number of hours on leave for union business.

- d) Additional seniority accumulation shall be based on the articles of this Agreement.
- e) **1781.75** hours shall be equivalent to one year service.
- f) When a casual employee becomes full-time her accumulated hours of work shall be converted to length of service.

9.3 Seniority Lists

The employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the employer, and the number of hours worked. The lists shall be posted on the union bulletin board in January and July of each year.

9.4 Loss of Seniority

Seniority shall be broken for the following reasons:

An employee is dismissed and is not reinstated.

- a) Resignation in writing not withdrawn within six (6) days of its submission.
- b) 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.
- c) A casual employee who is not available for work for a three (3) month period will no longer be an employee of the agency unless she has been granted a leave from the casual roster.

9.5 Resignation

Employees shall give **2 weeks' written** notice of resignation.

9.6 Change of Status

Employees shall give thirty (30) days' notice of their intention to change from full-time to casual.

9.7 Exit Interview

Employees shall be offered an exit interview by the Executive Director or designate as outlined in the Exit Interview Policy.

9.8 Seniority and Accessing Pension

An employee shall not lose her seniority for purpose of accessing a pension. A written letter of intent shall be submitted to the Executive Director prior to the leave of absence.

ARTICLE 10 APPOINTMENTS AND STAFF CHANGES

10.1 Filling Positions by Competition

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

10.2 Job Competitions

- a) All employees shall be sent a notice of job competitions which shall allow for a minimum of ten (10) days for applications to be submitted. The notice shall also be posted on the union bulletin board.
- b) Job competitions may be less than 10 (ten) days upon special circumstances and with union's approval.
- c) Jobs may be externally posted simultaneously with union personnel having first priority.

10.3 Information of Posting

The bulletin shall set out the following information:

- Name of position;
- A brief description;
- Qualifications required;
- Salary;
- Hours of work;
- Deadline date for application and other pertinent information.

10.4 Notification of Applicants

- a) The **Employer** 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.

10.5 Notification of Successful Competition

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

10.6 Promotions or Appointments

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 and the Executive Director. The applicant shall be mutually agreed upon by both parties.

10.7 Hiring of Out of Scope Employee

When hiring an Executive Director **or out of scope employee (excluding Summer Students or project employees)**, a committee will be established with equal representation from the employer, and the union. This committee must agree on a recommendation by consensus. The final decision is the responsibility of the employer.

10.8 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.

10.9 Probationary Periods

Employees hired into full-time positions upon initial appointment shall serve a probationary period of four (4) months from the date of appointment.

Employees hired on a casual basis shall serve a probationary period of six hundred (600) hours.

At the successful completion of the probation, the employee shall be so informed in writing.

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 4.3.

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.

10.10 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 11 HOURS OF WORK

11.1 Domestic Violence Counsellors

- a) Hours of work shall consist of no more than **1781.75** 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. Of the **1781.75** hours per year, **48** hours of work per year will be used for staff meeting attendance, program projects, and/or

education and training subject to Articles **10.8** and **19.6**. **This time will not be subject to overtime rates.**

- b) Where a staff meeting is scheduled, the actual hours shall be added to the employee's hours at straight time. Any hours above **(three) 3.0** hours shall be considered overtime.
- c) There shall be at least eight (8) hours between two regular daily shifts for full-time employees.
- d) **Employees may work a maximum of fourteen (14) hours in any twenty-four (24) hour period.**
- e) Domestic Violence Counsellors shall have the option to occasionally trade shifts with other Domestic Violence Counsellors and shall forfeit overtime. The Executive Director and/or Office Manager will be notified in advance in writing.
- f) A casual employee shall be called to provide coverage for any staff meeting.

11.2 Split Shifts

There shall be no split shifts.

11.3 Casual Employees

- a) Subject to 11.3(c) the hours of work for casual employees shall not exceed forty (40) hours in any calendar week. All hours in excess 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. **There shall be at least 4 hours between a regular and a partial shift of 4 hours or less.** An employee may work a maximum of fourteen (14) hours in any twenty-four (24) hour period.
- d) Casual employees shall receive a minimum of three (3) hours pay when called in to work.

11.4 Children's Counsellor, Outreach and Shelter Co-ordinators

The hours of work for the Children's Counsellor, Outreach Co-ordinator and Shelter Co-ordinator shall consist of an averaging period of 68.25 hours over two weeks (1781.75 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.

11.5 Work Schedules

a) The shift times are:

- i) Day shift – 700 to 1630**
- ii) Evening Shift – 1300 to 2230**
- iii) Night Shift – 2215 to 715 (valued as 9.5 hours)**

In order to acknowledge the inability for night shift to take a ½ hour break, the night shift shall be paid for an additional 30 minutes.

- b) Full Time** Employees shall be given thirty (30) calendar days advance notice of any changes to the work schedules.
- c) Employees requesting changes to the schedule 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.
- d) Casual Employees shall be given a minimum of 48 hours' advance notice of any changes to the work schedules.**
- e) An employee shall suffer no loss of wages and/or benefits as a result of an employer initiated change to the schedule.
- f) 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).

11.6 Rotation of Casual Employees

- a) Subject to the Casual employee 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 shift rotation.

11.7 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.

11.8 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, as per Article 21.

11.9 Fundraising and Community Activities

Employees volunteering for fund raising events and community activities on behalf of Regina Transition House shall be compensated with time in lieu at straight time.

ARTICLE 12 OVERTIME

12.1 Definition

- a) Overtime, except as stated in **Article 11.3(c)** and **12.1(b)**, is all time worked in excess of the regular daily shift 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 Counsellor, Outreach Co-ordinator and Shelter Co-ordinator shall apply to all hours worked beyond the averaging period of **68.5** hours over two (2) weeks.

- c) **There shall be at least eight (8) hours between shifts. No employee shall work over fourteen (14) hours in any twenty-four (24) hours.**

12.2 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).

12.3 Voluntary Overtime

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

12.4 Calculation of Overtime

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

$$\frac{\text{Monthly Rate} \times 12 \times \text{Appropriate Overtime Rate}}{1781.75}$$

12.5 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.

12.6 An employee working by herself 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.

12.7 Overtime shall be offered first to full-time Domestic Violence Counsellors and Children's Counsellor and thereafter to casual employees on a rotation as per Agency policy.

ARTICLE 13 DESIGNATED HOLIDAYS

13.1 For the purposes of this Agreement, designated holidays shall mean: New Year's Day; Family Day; Good Friday; Victoria Day; Canada Day; Saskatchewan Day; 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.

13.2 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 **13.2(a)** above, shall be extended on the basis of a full shift to that employee, the majority of whose shift falls on the holiday.

13.3 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.

13.4 Holiday Pay for Casual Employees

- 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 preceding 4 weeks X
Rate of Pay X 5%.
- b) Casual employees who work on a designated holiday shall be paid as per Article **13.2**.

ARTICLE 14 VACATION

14.1 Definitions

- a) Vacation means annual vacation with pay.
- b) For the purposes of this article, a year of service shall mean:

1781.75 hours for Domestic Violence Counsellor, Shelter Co-ordinator, Children's Counsellor and Outreach Co-ordinator.
- c) For the purposes of this article, a day shall mean:

6.9 hours for Domestic Violence Counsellor, Shelter Co-ordinator, Children's Counsellor and Outreach Co-ordinator.

14.2 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.

14.3 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 three (3) weeks will be accrued as vacation credit.

$$\frac{\text{ANNUAL HOURS OF WORK}}{52} \times 3 \text{ or } 103.85 \text{ hours or } 5.77\%$$

- b) **After one (1) year of service an employee who has worked in any of the following for a minimum of five (5) years shall be entitled to count their previous seniority to determine vacation entitlement: Government of Saskatchewan; any Board, Commission or Crown Corporation of the Government; Regional Health Authorities and Affiliates; Saskatchewan Association of Health Care Organizations (SAHO); Boards of Education in Saskatchewan; Saskatchewan School Board Association; Saskatchewan Universities; all SGEU Bargaining Units; and service as a paid staff member of the SGEU.**

- i) **The onus shall be on the employee to inform the Employer of any previous service under this article;**

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

$$\frac{\text{ANNUAL HOURS OF WORK}}{52} \times 4 \text{ or } 138.46 \text{ hours or } 7.69\%$$

- d) 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 five (5) weeks' vacation will be accrued as vacation credit.

$$\frac{\text{ANNUAL HOURS OF WORK}}{52} \times 5 \text{ or } 173.08 \text{ hours or } 9.62\%$$

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

$$\frac{\text{ANNUAL HOURS OF WORK}}{52} \times 6 \text{ or } 207.7 \text{ hours or } 11.54\%$$

- f) After an employee accrues 12,600 hours of seniority, she may have up to one (1) week of vacation time paid out.

14.4 Vacation Pay for Permanent, Temporary, and Casual Employees

Vacation Pay based on entitlement as per Article **14.3** shall be paid on all overtime earnings in addition to paid vacation leave.

14.5 Vacation Pay for Casuals

- a) Vacation pay for casuals shall be paid on gross earnings based on calculations as per Articles **14.3** and **14.4**. 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 **14.3** and **14.4**.

14.6 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.

14.7 Leaves During Vacation

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

- Granted bereavement leave; or
- Granted sick leave; or
- Granted other approved leave of absence; or
- 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.

14.8 Vacation Pay on Termination

- a) 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.
- b) Employees who terminate their employment and have taken vacation leave greater than that earned shall reimburse the employer for such unearned vacation leave.

14.9 Unbroken Vacation

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

14.10 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.

14.11 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 15 SICK LEAVE

15.1 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:

6.9 hours for Domestic Violence Counsellors, Shelter Co-ordinator, Children's Counsellor and Outreach Co-ordinator.

15.2 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) or 6.52% of hours worked.

15.3 Accumulation of Annual Paid Sick Leave

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

15.4 Deductions from Sick Leave

When an employee is sick, a deduction shall be made from her accumulated sick leave credits. Absence on account of illness for less than one (1) day shall be deducted based on the actual hours absent.

15.5 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.

15.6 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, 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.

15.7 Sick Leave Records

The record of an employee's accumulated sick leave credits shall be made available to each employee upon request.

15.8 Leave of Absence While Sick

In cases where an employee is sick beyond her 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 up to one (1) year. By mutual agreement, the leave may be extended beyond one (1) year. This article shall not apply to leaves granted under **16.5(b)** and (c).

15.9 Sick Leave for Casual Employees

Casual employees shall accumulate sick leave credits on the basis of 1.42 working days per one hundred and fifty (150) hours or 6.52% of hours worked.

15.10 Use of Sick Leave for Casual Employees

- a) Casual employees who become sick after reporting for work shall be entitled to use their accumulated sick leave credits.
- b) Casual employees who become sick prior to attending a scheduled day of work shall be entitled to accumulated sick leave credits for that shift and for any scheduled consecutive shifts to a maximum of three (3) shifts. Notwithstanding Article **15.5**, a medical certificate may be required and the employer shall pay fees or charges.
- c) Casual employees who are promoted to a full-time position shall be entitled to carry over their accumulated sick leave credits.
- d) Casual employees shall earn seniority for the hours that they are granted paid sick leave.

15.11 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 16 LEAVE OF ABSENCE

16.1 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.

16.2 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 fiscal year. On request, employees will be required to show proof of such care.

16.3 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.
- c) Additional time may be granted under extenuating circumstances.

16.4 Family Responsibility and Pressing Necessity

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 or 34.5 hours per fiscal year in accordance with the formula in Article **14.1(c)** and prorated for casual employees based on hours worked in the previous twelve (12) months.

- a) Family Responsibilities shall include but are not limited to:
 - Making arrangements required for education, e.g.: registration, inoculation, kindergarten, orientation, etc.
 - Court appearances for family reasons, e.g.: child custody, divorce proceedings;
 - Other circumstances that are non-emergency family responsibilities where one has an obligation or duty;

- Illness of regular caregiver.
 - Eldercare shall include but is not limited to:
 - Physician appointment;
 - Arranging care and/or personal matters;
 - Emergency situations;
 - Critical illness of an adult relation;
 - Unforeseen medical situation of an adult relation when no other person can provide for their needs.
- b) Dependent Care shall include but is not limited to:
- Illness of dependent(s) where no other person can provide for their needs;
 - Medical emergencies involving immediate family.
- c) Domestic Care shall include but is not limited to:
- Emergency sickness or grave illness to the employees' immediate family or household;
 - Other circumstances over which the employee has little or no advance warning or control e.g. fire, flood, severe blizzard, etc.;
 - Automobile accidents to/from place of employment;
 - Matters arising from theft of personal property.

16.5 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 **16.8**.
- c) During such leave, the employee shall continue to earn health, dental and life insurance benefits under the Collective Agreement

as defined in Article 19.4. 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
26

- 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.

16.6 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.

16.7 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.

16.8 Child Care Leave

Any employee 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 to fulfil her child care responsibilities.

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

16.9 General Leave of Absence

- a) Leaves of absence other than those stated in this Agreement may be requested by employees with six hundred (600) 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.

- b) The employer shall inform the Chief Steward of all requests, approvals, and changes of leaves of absence.
- c) 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.
- d) Employees shall be allowed to return early from a leave of absence upon thirty (30) calendar days' written notice to the employer. Employees may request to have their name placed on the casual roster for the 30 day notice period.
- e) Employees granted leaves of absences under Article **16.9(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.
- f) 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 employee. Seniority for casual employees shall accumulate during such leave to a maximum of the formula as outlined in Article **7.5** 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.

16.10 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 **16.10** if backfilled.

- b) That employees shall be granted leave of absence with pay to attend all decision-making Conventions and conferences of the SGEU to which they are delegates.
- c) That employees shall be granted leave of absence with pay to attend union education courses or other union business.
- d) That employees elected to office within the SGEU or to any of the union centrals to which SGEU is affiliated shall be granted leave of absence with pay to attend to those duties.
- e) Employees shall continue to accumulate seniority and all benefits while on leave of absence under Article **16.10**.

16.11 Compassionate Care Leave

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

ARTICLE 17 PAY ADMINISTRATION

17.1 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value.

17.2 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.

17.3 Statement of Earnings

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

17.4 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 five (5) consecutive working days, an additional eight percent (8%) shall be added to the employee's regular rate of pay.

17.5 When an employee is working less than a full pay period she shall be paid at the hourly rate of pay.

17.6 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.

17.7 Shift Premiums

The shift premium shall be one dollar (\$1.00) per hour for all employees.

ARTICLE 18 JOB CLASSIFICATION AND RECLASSIFICATION

18.1 A job classification plan shall be jointly established and negotiated between the parties. The classification plan or specific positions shall not be altered except by mutual agreement.

18.2 Reclassification shall be at either union or management request subject to the appointment procedure in **Article 9**.

18.3 Any modifications to in and out of scope job description shall be discussed at the UMC.

18.4 Thirty (30) days prior notice shall begin before implementation of any change.

18.5 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.

18.6 Downward Classification

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

18.7 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 19 EMPLOYEE BENEFITS

19.1 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.

19.2 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.

19.3 Pension Plan

The employer shall pay 4.0% of salary for all **members of the bargaining unit** to the agreed upon pension plan. This amount shall be matched by the employee.

19.4 SGEU Benefit Plans

- a) The employer shall maintain enrolment in the SGEU Extended Health Care Plan (Plan 1), Dental Insurance (Plan 2) and Group Life Insurance.
- b) The premiums shall be paid as follows: 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%.
- c) Upon completion of probation, eligibility will be determined by the plan. On-going eligibility will be determined by reviewing hours worked in the previous six months on January 1 and July 1 of each year.
- d) For the first two months of a leave of absence, the premiums shall continue in Article **19.4(b)**. For leaves of absence longer than the two months, an employee shall prepay 100% of her own premiums.

- e) For the first two months following date of resignation, the premiums shall continue as outlined in Article **19.4(b)**.

19.5 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.

19.6 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 Counsellors 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 straight time or taken as time in lieu.

19.7 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 **Union Management** Committee established in accordance with Article 26.

Full time employees will earn \$300.00 for the purpose of educational and 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 \$600.00 or the equivalent of two (2) years accrual in their Education and Wellness Fund.

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

ARTICLE 20 TRAVEL AND ALLOWANCES

20.1 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.

20.2 Use of Employer Vehicle

- a) Employees are required at time of hire and every year following to produce a valid driver`s license.
- b) The employer's vehicle must only be used for agency related business.

ARTICLE 21 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

21.1 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 and Safety Committee.

21.2 Occupational Health & Safety 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 and Safety 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.

21.3 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 and Safety Committee has established the matter.

21.4 First Aid

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

21.5 Recognition of Social Illness

The employer and the union recognize that mental illness, alcoholism, and drug abuse are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. Employees whose partner 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.

ARTICLE 22 TECHNOLOGICAL CHANGES

22.1 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.

22.2 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.

- 22.3** Such notice shall include the nature of the introduction, and who is to be affected by that technological change.
- 22.4** 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.
- 22.5** 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.
- 22.6** Any action which the employer wishes to take as indicated in the notice under Articles **22.1** and **22.2** shall not proceed until there is a negotiated agreement on the change.
- 22.7** Notwithstanding any provisions under *The Saskatchewan Employment 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.
- 22.8** All new job classifications created through the introduction of technological change shall be automatically included within the scope of the collective agreement.

ARTICLE 23 JOB SECURITY

23.1 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.

23.2 Long Term Disability or WCB 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 4.4, the employer and the union shall make every effort to find employment within the bargaining unit for employees unable to fully return to their former positions.

23.3 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 24 LAY-OFFS AND RECALLS

24.1 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.

24.2 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.

24.3 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.

24.4 No New Employees

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

24.5 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 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 Saskatchewan Employment Act*.
- c) Employees subject to lay-off shall receive severance pay as follows:

$$\frac{\text{annual salary}}{52 \text{ weeks}} \quad \times \quad \text{years of service}$$

for each year of continuous employment.

- d) For the purposes of this Article, a year of continuous employment shall mean **1781.75** hours.

24.6 Bumping Rights

- a) Subject to thirty (30) days' notice, a full-time employee shall be eligible to bump into the casual employee roster.

- b) Subject to thirty (30) days' notice, a casual employee shall be eligible to bump a less senior casual employee if the less senior casual employee is filling a position for a period of over 150 hours.

ARTICLE 25 JOB SHARING

The employer agrees to the implementation of job sharing in which a full time position is shared by two employees and the arrangement can be demonstrated to not interfere with the operation of the shelter.

25.1 General Terms of Job Share

- a) Job sharing should be initiated by the interested employees, not the employer.
- b) The job share arrangement shall be mutually agreed between the parties, the employer and the Chief Steward.
- c) Participants in a job sharing arrangement will not be eligible to jointly apply for any other position.
- d) Time frame of job sharing shall be a minimum of six (6) months to a maximum of one (1) year. Extensions may be negotiated.
- e) 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.
- f) Employees 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.
- g) Both parties of the job sharing arrangement will be entitled to first call back on any leave the other takes subject to Article **11.6(a)**.
- h) The position shall be held by the incumbent who wishes to share her position.
- i) The shared portion of the position shall be posted for competition.
- j) 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.

- k) The job share employees are eligible to apply for any vacancies.
- l) The parties shall sign a letter of agreement which will determine the following:
 - Start and end date of the job share
 - Hours of work and overtime
 - Accrual of seniority and benefits on a pro rata basis
 - Attendance and compensation for staff meetings

25.2 Job Sharing Between Full-Time Employees

If the job sharing is between two (2) full-time employees 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) When the leave of absence expires, the job sharer shall revert to her former position.
- c) In the event of a resignation of the incumbent, the job sharer shall have the option of reverting to her former position or remaining in the shared position on a full-time basis until the expiry of the job share arrangement.

25.3 Job Sharing Between Full-Time and Casual Employees

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

- a) At the expiry of the job sharing arrangement the casual employee shall revert back to the casual roster.
- b) Should either party resign the job sharing arrangement shall be considered terminated.

ARTICLE 26 HARASSMENT

Regina Transition **House** 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 **House** will

conduct themselves in a manner that is respectful of the rights and feelings of others.

ARTICLE 27 GENERAL PROVISIONS

27.1 Union Management Committee

A joint **Union Management** committee shall be struck and shall be composed of two representatives each of the employer and the union. **At least one (1) of the Union members shall be a steward.**

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.

27.2 Duration of Agreement

This Agreement shall be effective from April **1, 2016**, and shall remain in force until March **31, 2021**, and thereafter from year to year. Either party may, between **one hundred and twenty (120) days and sixty (60) days** before the expiry date of the Agreement, give notice in writing to the other party to negotiate revisions. **Immediately following** receipt of the notice by one party, the other party is required to enter into the process for negotiations of a new Agreement.

27.3 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.

27.4 Wage and Benefit Re-opener

The employer shall provide full disclosure to the Chair of the Bargaining Unit within thirty (30) days of any new or additional funds made available by the Government of Saskatchewan or any other funding agent.

Within thirty (30) days following notification, either party may serve notice to commence negotiation amendments to the wages and/or benefits contained within this Collective Agreement.

27.5 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.

27.6 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 **27.1** and **27.2**.

LETTER OF UNDERSTANDING #1

FULL-TIME POSITIONS

Regina Transition **House** agrees to maintain nine (9) full time positions during the term of this contract.

Original signed by:
Saskatchewan Government
and General Employees' Union

Original signed by:
Regina Transition House

Patience Umereweneza
Chair of the Negotiating
Committee

Stephanie Taylor
Executive Director

Maleyamu Dukuly
Negotiating Committee

Meredyth McCreary
Board Chair

Charlene Bruce
Negotiating Committee

Suzanne Hehn
Operations Manager

Kathy Cook
Labour Relations Officer

Signed this __16th__ day of _____ November _____, 2017.

LETTER OF UNDERSTANDING #2

WORK OF THE BARGAINING UNIT

The parties mutually agree, as per Article 3.1 that the Executive Director **or designate** may do work of the bargaining unit when the regularly scheduled bargaining unit employee on the shift requires assistance.

Under no circumstances shall practicum students or volunteers be allowed to do the work of the bargaining unit.

Original signed by:
Saskatchewan Government
and General Employees' Union

Original signed by:
Regina Transition House

Patience Umereweneza
Chair of the Negotiating
Committee

Stephanie Taylor
Executive Director

Maleyamu Dukuly
Negotiating Committee

Meredyth McCreary
Board Chair

Charlene Bruce
Negotiating Committee

Suzanne Hehn
Operations Manager

Kathy Cook
Labour Relations Officer

Signed this __16th__ day of _____ November _____, 2017.

LETTER OF UNDERSTANDING #3

SPECIAL PROJECT EMPLOYEES

The parties mutually agree that Regina Transition **House** may hire special project employees **and students** 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 **employees and the union representatives** in the development of the **duties wages, benefits and hours of work** of the project employees and **summer students**.

Original signed by:
Saskatchewan Government
and General Employees' Union

Original signed by:
Regina Transition House

Patience Umereweneza
Chair of the Negotiating
Committee

Stephanie Taylor
Executive Director

Maleyamu Dukuly
Negotiating Committee

Meredyth McCreary
Board Chair

Charlene Bruce
Negotiating Committee

Suzanne Hehn
Operations Manager

Kathy Cook
Labour Relations Officer

Signed this __16th__ day of _____November_____, 2017.

LETTER OF UNDERSTANDING #4

JOB DESCRIPTIONS

Two (2) elected representatives from the bargaining unit and two (2) out of scope employees shall review hours of work and job descriptions, with the completion date to be 1 year after this agreement is finalized.

Original signed by:
Saskatchewan Government
and General Employees' Union

Original signed by:
Regina Transition House

Patience Umereweneza
Chair of the Negotiating
Committee

Stephanie Taylor
Executive Director

Maleyamu Dukuly
Negotiating Committee

Meredyth McCreary
Board Chair

Charlene Bruce
Negotiating Committee

Suzanne Hehn
Operations Manager

Kathy Cook
Labour Relations Officer

Signed this __16th__ day of _____ November _____, 2017.

LETTER OF UNDERSTANDING #5

EXIT INTERVIEW

Two (2) elected representatives from the bargaining unit and two (2) out of scope employees shall review and update the exit interview policy and procedures, with the completion date to be 1 year after this agreement is finalized.

Original signed by:
Saskatchewan Government
and General Employees' Union

Original signed by:
Regina Transition House

Patience Umereweneza
Chair of the Negotiating
Committee

Stephanie Taylor
Executive Director

Maleyamu Dukuly
Negotiating Committee

Meredyth McCreary
Board Chair

Charlene Bruce
Negotiating Committee

Suzanne Hehn
Operations Manager

Kathy Cook
Labour Relations Officer

Signed this __16th__ day of _____ November _____, 2017.

SCHEDULE A - 2017

Rates of Pay

	TRAINING	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Domestic Violence Counsellor	17.26	21.74 38,732.40	22.07 39,317.04	22.39 39,901.68	22.75 40,541.13	23.08 41,125.77
Children's Counsellor	17.26	21.74 38,732.40	22.07 39,317.04	22.39 39,901.68	22.75 40,541.13	23.08 41,125.77
Outreach Advocate	17.26	21.74 38,732.40	22.07 39,317.04	22.39 39,901.68	22.75 40,541.13	23.08 41,125.77
Shelter Co-ordinator		26.51 47,227.95	26.84 47,830.86	27.17 48,415.50	27.50 49,000.14	27.84 49,603.05

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and REGINA TRANSITION HOUSE hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this ___16th___ day of _____ November _____, 2017.

Original signed by:
Saskatchewan Government
and General Employees' Union

Original signed by:
Regina Transition House

Patience Umereweneza
Chair of the Negotiating
Committee

Stephanie Taylor
Executive Director

Maleyamu Dukuly
Negotiating Committee

Meredyth McCreary
Board Chair

Charlene Bruce
Negotiating Committee

Suzanne Hehn
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Kathy Cook
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