

SASKATCHEWAN CRAFT COUNCIL

April 1, 2017 –
March 31, 2020

COLLECTIVE AGREEMENT

ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SASKATCHEWAN CRAFT COUNCIL
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5246
APRIL 1, 2017 TO March 31, 2020

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 8 day of May, 2019.

between

SASKATCHEWAN CRAFT COUNCIL
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

PURPOSE

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

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

The Employer and the Union are committed to ensuring the services provided by the Saskatchewan Craft Council meet the needs of stakeholders, and to working together to resolve issues and concerns that may arise within the workplace. The employees are committed to furthering and promoting the goals and values of the Saskatchewan Craft Council.

ARTICLE 1 INTERPRETATION

- 1.1 Board means the Board of Directors of the Saskatchewan Craft Council.
- 1.2 Children shall be defined to include children of a domestic partnership, step children, foster children, or any child of a non-custodial parent.
- 1.3 Classification means a group of positions involving responsibilities, skills, effort, and working conditions so alike that similar qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to, all positions in the group.
- 1.4 Contract employee means a person who is contracted to perform specific tasks on a project basis, for a fixed fee, for a fixed period of time. No Contract employee shall be employed in a Contract position for more than twenty-one (21) working days or more often than once every six (6) months unless agreed to by the parties. Contract employees include but are not limited to, jurors, demonstrators, special event/project co-ordinator, instructors. Contract employees shall not perform any work of the bargaining unit unless agreed to by the parties.
- 1.5 Domestic Partnership exists when, for a period of not less than three (3) months, an employee has declared an individual to be the employee's partner.
- 1.6 Demotion is defined as the movement of an employee from a position in one (1) classification to a position in another classification with a salary rate of a lower maximum.
- 1.7 Employee or employees means a person or persons to whom the terms of this Agreement apply as indicated in Article 2.
- 1.8 Employer means the Saskatchewan Craft Council.
- 1.9 Executive Director means the Executive Director of the Saskatchewan Craft Council, an individual in an out-of-scope position. It is understood between the Parties that during a period when the Employer does not have an out-of-scope position entitled Executive Director in place, but does have an out-of-scope position entitled Director of Operations, that all references to Executive Director in the Agreement shall be interpreted to read "Director of Operations". It is also understood that during any period when the E.D. or D.O. positions are vacant, that all references to either position shall be interpreted to mean The Board of Directors of the Saskatchewan Craft Council.
- 1.10 Pay Plan is as contained in this Collective Agreement.

- 1.11 Permanent Employee means an employee who has been appointed to a permanent position with a regularly scheduled minimum of eight (8) hours per week.
- 1.12 Promotion means the movement of an employee from a position in one (1) classification to a position in another classification with a higher maximum salary.
- 1.13 Temporary means an employee who is employed for a prescribed period as described in the job posting.
- 1.14 Transfer means the movement of an employee from one (1) position to another in the same or different class with a salary range having the same maximum rate of pay.
- 1.15 Union means the Saskatchewan Government and General Employees' Union representing the employees of the Saskatchewan Craft Council.
- 1.16 Whenever "she" or "he" is used, the opposite gender applies.

ARTICLE 2 SCOPE

- 2.1 The terms of this Agreement shall apply to all employees of the Saskatchewan Craft Council excluding:
- 2.1.1 Executive Director and Financial Officer.
- 2.1.2 Contract Employees as per Article 1.4.

ARTICLE 3 UNION SECURITY

3.1 Recognition

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees. The Employer agrees to negotiate with the Union and its designated bargaining representatives concerning 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.

3.2 Union Representatives

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 shall supply the Employer's representative with the names of its officers. The Employer's representative shall supply the Union with a list of personnel with whom the Union may transact business.

3.3 Work of the Bargaining Unit

Except in the cases mutually agreed upon by the parties, persons who are not in the bargaining unit shall not work on any position included in the bargaining unit.

3.4 No Contracting Out

The Employer shall not contract out bargaining unit work which results in lay-off or reduction in work of bargaining unit employees. The bargaining unit chair shall be notified by the Employer of work not previously contracted out prior to proceeding with the contract.

3.5 No Discrimination

Human Rights: The Employer, employee and Union agree that there shall be no discrimination or intimidation exercised or practiced with respect to any employee or the Employer in the matter of hiring, wage rates, training, up grading, transfer, lay off, recall, discipline, classification, discharge or otherwise by reason of mental illness, age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender or marital status, family relationship, pregnancy, place of residence, physical handicap, nor by reason of the employee's membership or activity in the Union or any other reason prohibited by law.

3.6 Refusal to Cross Picket Lines

The Employer agrees that no employee shall be required to cross a picket line. The Employer agrees that it shall not require or direct employees to perform work resulting from a strike that would normally have been carried out by workers involved in the strike. The Union will assist management in mitigating the effects to the Employer of any secondary strike actions.

3.7 Union Membership

Subject to Article 4.4, every employee who is now or hereafter becomes an employee of the Saskatchewan Craft Council shall maintain membership in the Union as a condition of employment. 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. Any employee who is not required to maintain membership or apply for and maintain membership in the Union shall as a condition of employment tender to the Union the periodic dues uniformly required to be paid by members of the Union.

3.8 Check Off

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

3.9 Monthly Statement

A monthly statement shall also be forwarded to the Union showing the names of all new employees covered by this Agreement hired during the month, their date of hire, and the names of all employees who have terminated employment and their date of severance. The Employer shall attach copies of all correspondence relating to matters of labour relations for in-scope personnel within the Bargaining Unit.

3.10 Income Tax (T 4) Slips

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

3.11 New Employees

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

A representative of the Union shall be given sufficient opportunity, not to exceed one (1) hour, to acquaint new members with the benefits and duties of Union membership and of signing dues deduction, authorization cards, etc.

3.12 Bulletin Boards

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

ARTICLE 4 LABOUR/MANAGEMENT RELATIONS

4.1 Labour/Management Committee

All matters pertaining to this Collective Bargaining Agreement shall be referred to the Labour/Management Bargaining Committee for

interpretation and application. The composition of this committee will be an equal number of representatives of the Employer and employees in the Bargaining Unit, and shall be jointly chaired.

4.2 Matters Outside The Agreement

All matters outside of this Collective Agreement may be referred to the Labour Management Bargaining Committee for discussion and resolution.

4.3 Meeting of Committee

In the event either party wishes to call a meeting in reference to Article 4.1 or Article 4.2, the meeting shall be held at a time and place fixed by mutual agreement, and shall be convened as quickly as possible and not later than ten (10) working days after the request or as otherwise agreed to by both parties.

4.4 Employer Rights

The Employer reserves rights including but not limited to: the right to hire, the right to discharge for just cause, the right to determine the methods and means by which operations are conducted, the right to reasonably direct the workforce and the right to reasonably manage the operation provided that this article shall not be used in violation of Article 3.5 No Discrimination, or in a manner constituting bad faith on the part of the Employer.

4.5 Contact at Work

Representatives of the Union shall have the right to contact workers at work on matters respecting the settlement of disputes and grievances without loss of pay to the workers. It is understood operational requirements of the Employer shall be met.

4.6 Leave for Union Office

The employee must provide thirty (30) days written notice of their intention to take leave for Union Office. The Employer shall grant leave of absence for up to one (1) year to workers who have been elected to a full time office or position in the Union, providing satisfactory arrangements can be made for the performance of the employee's work. For leaves under three (3) months, the employee shall continue to receive his salary and benefits from the Employer conditional on reimbursement of such salary and full benefit costs by the Union to the Employer. An extension of the leave may be granted at the request of the employee.

4.7 Short Term Leave of Absence

The Employer shall grant representatives of the Union leave of absence for up to three (3) months, providing SGEU reimburses the Employer for the employee's salary and benefits, to attend Union conventions or meetings outside the workplace providing reasonable notice, usually not less than one (1) weeks written notice, is given to the Employer by the employee. Leave shall not unreasonably interfere with the operations of the Employer and it shall not be unreasonably withheld.

4.8 Stewards

There shall be a Steward elected by the workers in each workplace, to see that the provisions of this Agreement are adhered to.

4.9 Recognition

The Employer recognizes the Stewards elected by the Union. The Union agrees to notify the Employer in writing with the names of elected representatives of the bargaining unit.

4.10 Meeting the Employer

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

4.11 Steward Investigation During Working Hours

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

4.12 Copies of Motions

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

4.13 Organizational Audit

In the event that the Board and/or management engage any outside consultant to review the mandate, operations, or organization of the Saskatchewan Craft Council, management shall:

- a) Inform the Union of the proposed terms of reference of the consultants study prior to the signing of the contract;

- b) Provide the shop stewards with regular briefings on the progress of the study while it is being conducted;
- c) Provide the shop stewards and designated Union representatives, on a confidential basis, with a copy of any recommendations arising from the study not later than these recommendations being provided to the Board; and
- d) If the Union believes that there is a potential impact to the terms and conditions of employment or any other issue affecting the employees of the Saskatchewan Craft Council, the parties shall commence discussions with the intent of facilitating the proposal or recommendation.

ARTICLE 5 HARASSMENT

The following does not limit access to rights and provisions under The Occupational Health & Safety Act or The Saskatchewan Human Rights Code.

5.1 Definition of Harassment

Harassment can be defined as any unwelcome or unwanted action by any person against another. It can be a verbal or physical action on a single or repeated basis, which humiliates, insults, degrades or threatens. Such undesirable action may be by, but is not limited to, Management, co-workers, Board Members, clients, or members of the general public within the workplace.

"Unwelcome" or "unwanted" in this context means any actions which the alleged harasser knows or ought reasonably to know are not desired by the person being harassed.

Harassment is an expression of perceived power and superiority by the alleged harasser(s) over another person.

5.2 Statement of Agreement by the Parties

The parties agree to accept zero tolerance of harassment in the workplace. To create a harassment free workplace, the parties agree to the following:

- a) The appointment of a male and female Harassment Officer.
- b) The Harassment Officer shall have the right to receive complaints, investigate the complaint, attempt to resolve the complaint in whatever manner they feel appropriate. When Management is not a party to the complaint, attempts to achieve resolution shall be done in consultation with Management.

- c) The Harassment Officer will inform the Employer that a complaint has been lodged at which time the alleged harasser will be informed that a complaint has been lodged against them.
- d) The Harassment Officer has the authority to recommend disciplinary action to the Employer.

5.3

Guidelines for Handling Harassment Complaints

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

5.4

Recommended Procedure:

- a) Any complaint may be lodged in confidence with a Harassment Officer of the complainant's choice. The Harassment Officer shall immediately notify the accused of the complaint and the Executive Director. In the event that the accused is the Executive Director, an Employer representative will be notified.
- b) The first item of business shall be to recommend to the Employer whether the alleged harasser or complainant should be removed from the immediate workplace.

It is agreed that, as a general principle, the alleged harasser shall be the one removed. However, in exceptional circumstances, (factors such as the emotional and mental health of the complainant), the complainant may be removed.

In any case, there shall be no loss of pay or benefits during the period of investigation for either party.

- c) The complaint shall be investigated in confidence and an honest attempt shall be made to achieve resolution.
- d) The Harassment Officer shall provide an opportunity for all parties to be heard.
- e) The Harassment Officer shall submit a written report containing a decision and recommendations as soon as possible, not to exceed ten (10) days of the complaint.
- f) The Harassment Officer shall have jurisdiction to recommend appropriate action to the Employer, up to and including counseling, permanent removal of the alleged harasser from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation.
- g) The Harassment Officer shall have the authority to determine whether a complaint is frivolous and to recommend an appropriate course of action in such cases. Either party has the right to grieve the outcome.

ARTICLE 6 HIRING PROCEDURE, PROBATION AND TRAINING

6.1 Vacancy

When a job vacancy occurs the following will happen:

- a) The job shall be posted on the Union bulletin board for seven (7) consecutive, calendar days, and may be posted externally simultaneously, however in-scope applications shall be given first consideration. The posting shall also be mailed to all employees on the recall list and all employees on a leave of absence.
- b) In the event there is one (1) or more in-scope applicants, the Employer shall involve a Union representative in the necessary steps to assist the Employer in the selection process. Relevant meetings shall take place during regular working hours whenever possible and the Union representative shall suffer no loss of pay and such hours shall be considered as working hours.
- c) The applicant with the most seniority with the Saskatchewan Craft Council and having the necessary qualifications, knowledge, education and skills to do the job, shall be appointed to the position.
- d) Workers shall be given a three (3) month probationary period as per Article 6.3, during which they shall receive orientation and training in order to acquaint them with the position.

- e) If the position is not awarded to an internal applicant, outside applicants may be considered.

6.2 Job Description

Each worker shall be provided with a letter of appointment, job description and probation period by the Employer and a copy of this Agreement shall be provided by the Shop Steward.

6.3 Probation Periods

Every worker on being selected for employment or on promotion shall serve a three (3) month probation period. A probation period may be extended by mutual agreement between the Union and the Employer. During a promotion probation period, the worker shall have the right to revert to his or her former position on request in writing. Probation is only to be served once in any given position. For an employee moving from a contract or temporary position to a permanent position, the probationary period may be extended to provide for a full three (3) month probationary period in the new position. If the employee has been employed in the position involving substantially the same duties and responsibilities for three (3) months or longer, no additional probationary period shall be required.

6.4 Job Related Training

The Employer shall endeavor, based on its resources, to provide job related training for employees.

ARTICLE 7 JOB CLASSIFICATION AND RECLASSIFICATION

7.1 Maintaining a Classification Plan

The Employer shall maintain a position classification plan in which positions of similar responsibility, skill, effort, and working conditions are included in the same pay band. Employees shall be given a job description and appropriate classification upon commencement of employment with the Saskatchewan Craft Council. All existing employees shall also be supplied with a job description specifying the duties and expectations of the position.

7.2 New Classifications

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

Whenever a new classification of positions or position is created, the parties will bargain collectively thereon for its exclusion or inclusion and if included, for its hours of work and the rate of pay.

7.3 **Manual of Classification Specifications**

An up to date Manual of Job Descriptions shall be kept in the Employer's office and shall be available for inspection by both parties. The Manual of Job Descriptions shall include all classifications that exist, and have existed with the Saskatchewan Craft Council and the current rating for each job description.

7.4 **Changes in Classification**

When the duties of any position has altered or changed, and the Union or the employee feels she or he is incorrectly classified, or when a new position and/or classification not covered in Appendix A is being created during the term of this Agreement, the rate of pay and hours of work according to Article 14 shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification. All disputes shall follow the grievance and arbitration procedure contained in this Collective Agreement. No position shall be reclassified without agreement between the parties.

7.4.1 **Reclassification**

If a position is reclassified, the incumbent shall be appointed providing they have the minimum qualifications and/or agree to acquire them, and if necessary will be given up to a three (3) month training period to adjust unless a longer period is mutually agreed to.

7.4.2 **Reclassified and Vacant**

If a position is reclassified and is vacant, the position shall be posted and filled as per Article 6.

7.5 **Downward Classification**

No employee shall have their wages reduced as a result of downward classification. The employee will not receive any wage increases until such time as the wage scale for the classification meets that of the employee's current wage. Such an employee's name shall be placed on a re-employment list for positions similar to and with the same salary range as the employee's position before it was downgraded.

7.6 **Job Sharing**

- a) Each position to be job shared shall be maintained as a permanent position.
- b) If a permanent position becomes vacant as a result of a job sharing arrangement, that position shall also be maintained as a permanent position.

- c) Job sharing may be initiated by either the interested employee(s) or by the Employer, and shall be approved by both the Union and the Employer.
- d) Each participant in a job sharing arrangement shall remain eligible for Unemployment Insurance and Canada Pension Plan coverage.
- e) Each job sharing arrangement shall be evaluated by both parties after the first six (6) months of the arrangement, and annually thereafter, or earlier if either party has reason to meet.
- f) (f) Parties to this Agreement agree that the job share shall only terminate on the annual review date whenever possible.
- g) As a minimum, employee benefits during job sharing shall be determined by pro rating the benefits of the job shared position.
 Employees involved in a job share arrangement of a position considered as Hourly Assigned, shall be compensated for Designated Holidays in accordance with Article 18.2.
 Designated Holidays for Program Staff and the Receptionist shall be earned and paid based upon the regularly scheduled hours of work of each participant to the shared position.
- h) The work schedule of a job-shared position shall remain the same as if the position were not job-shared.
- i) If a job-sharing arrangement ends because an employee in the job share arrangement terminates or otherwise leaves the position prior to the end of the term, the remaining employee, if qualified to perform the complete job description, will be placed in the full-time permanent position working the full normal hours of the assigned classification unless and until a new job share arrangement is requested by the employee and deemed feasible by the Executive Director. Consideration shall be given to the employee's circumstances to allow for the employee to make appropriate arrangements prior to returning to the full normal hours of work.
- j) When a job sharing arrangement expires, the participants should return to their previous positions within the workplace.
- k) There shall be no reduction of the number of permanent positions as a result of the establishment of a job sharing arrangement or job sharing arrangements.

ARTICLE 8 STRUCTURAL CHANGE

8.1 Discuss with Union

The Employer agrees to discuss structural changes with representatives of the Union within the bargaining unit. Structural change means job abolishment or a reduction of hours by ten percent (10%) or more.

8.2 Job Abolition

It is agreed that the Employer shall inform the Union in advance of any need for job abolishment. A period of sixty (60) working days shall be provided, where possible. Job abolishment includes reducing the hours of work of any position by ten percent (10%) or more.

- a) The Union and the Employer recognize that operations of the Saskatchewan Craft Council are dependent on sustained funding.
- b) Joint discussions between the Union and the Employer may explore such things as finances of the organization, and priorities of the organization in an effort to make recommendations to the Employer with considerations given to cutbacks in non-staff related expenses.
- c) Work plans shall be amended to reflect reduced staff numbers.
- d) There shall be no corresponding increase in workload for the remaining workers subsequent to job abolishment without an appropriate increase in hours.
- e) In the event of job abolishment, the order of abolition shall be according to least seniority first, unless otherwise agreed to by the Employer and the Union. Bumping shall be allowed based on seniority and base qualifications for the remaining positions, unless otherwise agreed to by the Employer and the Union. An employee bumping to another position will be moved to the salary step on the new grid which is closest to their previous salary.
- f) Notice of job abolition shall be sixty (60) calendar days where possible. Minimum written notice shall be given to any employee whose job is abolished, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment.
- g) Minimum written notice of:
Two (2) weeks if the employee's period of employment is less than one (1) year;

Four (4) weeks if the employee's period of employment is less than five (5) years but more than one (1) year;

Six (6) weeks if the employee's period of employment is less than ten (10) years but more than five (5) years;

Eight (8) weeks if the employee's period of employment is ten (10) years or more.

Employees shall be given pay in lieu of notice if such notice is not given.

- h) The employee shall inform the Employer prior to the date on which the abolishment is to take effect whether one decides to:
 - i) Exercise her bumping rights.
 - ii) Resign and receive severance pay in accordance with Article 8.7.

Notice to the Employer shall be provided no later than fourteen (14) days in advance of the date on which the abolishment is to take effect. In the case of an employee who receives only two (2) weeks' notice of abolishment, he shall inform the Employer no later than seven (7) days prior to the effective date of the abolishment.

- i) Employees with seniority affected by job abolition shall be able to elect to bump a junior employee encumbering a position, the duties of which s/he is qualified to perform.

8.3 Re-employment Lists

The Employer shall establish and maintain a re-employment list by classification, with the names of employees with Union status ranked thereon in order of seniority. Seniority shall not be lost but shall not accumulate while an employee is on a re-employment list. It is the employees' responsibility to maintain their current address and phone number with the Employer.

8.4 Length of Recall

A worker's name shall remain on the re-employment list for a period of two (2) calendar years from their last day of employment.

8.5 Notice of Recall

Notice of recall shall be made by telephone and if unsuccessful, by registered mail, to the last address of the worker known by the Employer. A copy shall also be sent to the Union office. The recalled employee has a responsibility to contact the Employer within five (5) working days upon receipt of notification to determine a reasonable return to work date.

8.6 Seniority of the Recalled Workers

Seniority shall resume on being rehired.

8.7 Severance Pay

In addition to payments for regular notice, employees shall be entitled to receive severance pay on the basis of one (1) weeks' pay for each year of service or portion thereof to a maximum of four (4) weeks' pay. Payment will be calculated on the basis of the employee's rate of pay at the time of separation. Severance will be paid in accordance with the following:

- a) An employee's job is abolished and the employee chooses to resign.
- b) An employee is removed from the seniority list under Article 12.4 c).
- c) An employee chooses to resign at the time of abolishment.

Acceptance of the severance pay option shall remove the employee's rights to the re-employment lists.

ARTICLE 9 DISMISSAL, SUSPENSION AND DISCIPLINE

9.1 Progressive Discipline

The Employer believes in a progressive disciplinary process.

The Employer will attempt to resolve any issues informally prior to initiating a formal progressive disciplinary process.

At each step of the process, every attempt will be made to resolve the issue.

- a) If the issue is not resolved the employee, the Employer representative, and the Union representative (Shop Steward), unless waived in writing by the employee, shall meet and fully discuss the basis of the complaint. The discussion shall include the specifics of the behaviours in question, the impact of these behaviours on the organization, and the employee's response to the complaint. The Employer may choose to keep a record of the discussion on the employee's file.

If the Employer chooses to keep a record of the discussion on the employee's file, that record will be written in consultation with the employee, and Shop Steward if present, specifying the change in behaviour required and the length of time by which the change shall occur. In the event of a disagreement, the Employer may

act unilaterally. The record will be kept on file for one year unless a shorter period is mutually agreed upon.

- b) If a further incident occurs within the period that the record is on file, the Employer may proceed with further disciplinary action which may include further written reprimands, suspension or dismissal. In all progressive steps, the employee shall have Union representation, unless waived in writing by the employee.
- c) Any employee may be disciplined, but only for just cause. The notice of suspension or dismissal must be in writing and give the reasons for suspension or dismissal. It is the intention of the parties that whenever possible prior to the implementation of any disciplinary action, agreement will be reached as to the appropriateness of the discipline. An employee may be removed from active work without pay by the Employer where the alleged cause represents a danger to the safety of others or equipment or where there is a concerted refusal to perform assigned work.
- d) In the case of a suspension, the record will remain on the employee's file for eighteen (18) months unless there is an agreement to remove it earlier.

9.2 Burden of Proof

In cases of reprimand, suspension, or dismissal, the burden of proof shall rest with the Employer. Evidence shall be limited to the grounds stated in the reprimand, suspension, or dismissal notice. After satisfactory service the reprimand, or notice of suspension or demotion shall be removed from the employee's file as per time limits specified in Article 9.1.

9.3 Records of Employees

Personnel records of the employee shall be open to scrutiny without delay upon request by the employee.

9.4 Suspension

Suspension without pay may be effected for just cause. The employee and the Shop Steward must be given written notice of the suspension and the reasons for it in the presence of the Shop Steward. The days of suspension shall be included in the written notice.

9.5 Reinstatement of Rights

An employee who has been unjustly dismissed shall, under this Article, upon reinstatement, receive all rights and benefits retroactive to the date of the dismissal.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 Definition

A grievance shall be defined as any dispute between the employee and the Employer and/or Union arising out of an interpretation, application or alleged violation/infracton of the Collective Agreement.

10.2 Mediation

At any stage during a dispute either the Employer or the Union may, upon written request to the other party, request that the dispute be referred to the joint Labour/Management Committee or grievance mediation as provided by the Department of Labour. The other party must respond to this request within five (5) working days.

Should either party not agree to mediation or referral to the Labour/Management Committee or not respond within five (5) working days, then the grievance and arbitration procedure shall continue as if uninterrupted.

If both parties agree to mediation or a joint Labour/Management Committee meeting, the mediation or meeting shall occur within ten (10) working days of the initial request, or as otherwise agreed to by both parties.

The cost of the mediation, if any, shall be shared by both parties (SGEU and the Saskatchewan Craft Council).

10.3 Step 1

The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the Executive Director within three (3) weeks of discovery of cause for a grievance. The Executive Director shall meet with the grievor in the presence of a shop steward and/or other designated Union representative within one (1) week to ensure there is a complete understanding of the issues in dispute. The Executive Director shall render a decision in writing within two (2) weeks of the meeting. A copy of the decision shall be sent concurrently to the Union.

10.4 Step 2

If the Executive Director's reply is unsatisfactory to the grievor and/or the Union, the Union shall, within fourteen (14) days raise the matter to Step 2 by advising the Secretary of the Board, in writing, of the Union's desire for a review of the issues in dispute. Following such a request, the Board Secretary shall, within twenty-one (21) days arrange to hold a grievance hearing attended by the Executive Management Committee of the Saskatchewan Craft Council Board, the Executive Director, and

the grievor accompanied by a representative from the Union. The Executive Committee will have the power to examine documents, hear arguments, question management and the Union, and, at its discretion, call upon witnesses or expert advice. The Board Secretary shall, on behalf of the Executive Management Committee, provide the Union with a written response within fourteen (14) days of the conclusion of the hearing.

- 10.5 The grievor and the Union shall limit communication with Board members about the issues under dispute to the process outline in Article 10.4.

10.6 **Step 3 - Arbitration**

If the response of the Executive Management Committee of the Board as outlined in Article 10.4 is unsatisfactory to the grievor and/or the Union, the Union may refer the dispute to Arbitration. If the Union desires to apply for Arbitration, it must do so within two (2) weeks of receipt of the Employer's decision in rendered in accordance with Article 10.4.

10.7 **Cases of Discharge**

In cases of discharge, suspension or reprimand, evidence by the Employer at any stage of the grievance or Arbitration procedure shall be limited to the grounds stated in the discharge, suspension or reprimand notice to the employee.

ARTICLE 11 ARBITRATION

11.1 **Naming an Arbitrator**

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

11.2 **Selection of Arbitrator**

The parties agree to jointly request the services of an individual to act as sole Arbitrator in respect of disputes arising under this Collective Agreement. The Arbitrator shall be appointed from the following:

Arbitrators: A – Dan Ish
 B – Sheila Denysiuk
 C – Ted Priel
 D – Merilee Rasmussen
 E – a mutually agreed upon individual selected from a list of persons approved to act as Arbitrators by the Minister of Labour.

An Arbitrator shall not be called upon for two (2) consecutive arbitrations.

11.3 Procedure of an Arbitration

The Arbitrator shall fix the time and place of sittings and notify the parties. The Arbitrator shall convene a hearing no later than twenty-eight (28) calendar days after he or she has been contacted, unless by consent of both parties the deadline is extended.

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

11.4 Decision of the Arbitrator

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

The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement, which he deems just and equitable. If jointly requested to do so by the parties to the difference, the Arbitrator shall, if possible, render their decision within three (3) working days.

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

11.5 Expenses of an Arbitrator

The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by the Union and the Saskatchewan Craft Council.

ARTICLE 12 SENIORITY

12.1 Definition

Seniority shall be calculated on the basis of hours worked from the date of initial employment. Seniority shall also earned for all time spent on union leave, sick leave, maternity leave, and parental leave.

12.2 **Definition for Employees in Service Prior to March 1, 2008**

Seniority for employees in service prior to March 1, 2008 shall be as per the Collective Bargaining Agreement March 1, 2007 – February 28, 2010.

12.3 **Seniority on Leave of Absence**

All employees shall continue to accumulate seniority on any authorized definite leave of absence.

12.4 **Seniority Lists**

The Employer shall maintain a seniority list of all employees showing the date when each employee entered the service of the Employer. Such lists shall be sent to the Union in January of each year and remain posted on the bulletin board for the balance of the year.

12.5 **Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) Dismissal for cause and not reinstated.
- b) Resignation in writing.
- c) Lay off for a period longer than two (2) years.
- d) Failure to return to work immediately following the completion of a leave of absence or within five (5) days notification by the Employer to return to work following a lay-off, unless, in either case the employee can show a justifiable reason for failure to report to work.

ARTICLE 13 HOURS OF WORK

13.1 **Hours of Work:**

The hours of work shall be assigned by the Executive Director. Any hours worked over forty (40) hours per week shall be considered overtime.

13.2 **Regularly Scheduled Hours for Staff**

The Member Services Coordinator and Exhibition & Education Coordinator shall work thirty-five (35) hours per week averaged over a twenty-eight (28) day period. The Communications & Publications Coordinator shall work twenty-one (21) hours per week averaged over a twenty-eight (28) day period unless increased on a temporary basis as

agreed by the staff member and Executive Director. The Accounting Coordinator shall work twenty-eight (28) hours per week averaged over a twenty-eight (28) day period unless increased or decreased on a temporary basis as agreed by the staff member and Executive Director.

All staff shall be paid one twenty-fourth (1/24) of the annual salary on the 15th of the month and end of month. If either of these days fall on a weekend, or on a STAT holiday, they will be paid on the Friday prior to these dates.

13.3 Regularly Scheduled Hours for the Boutique & Administration Coordinator

The Boutique & Administration Coordinator shall work a normal work week of thirty-five (35) minimum hours per week averaged over a twenty-eight (28) day period.

The daily start and stop times shall be assigned by the Executive Director and once set shall not be changed unless two (2) weeks' notice is given by the Executive Director or by mutual agreement between the employee and the Executive Director.

* The employee in this position currently will be red-circled at the forty hours per week. This new language will take effect when the position becomes vacant.

13.4 In developing normal schedules for staff, the parties recognize management's requirement to maintain efficient and accessible operations. Subject to this imperative, management recognizes the principle that flexibility in scheduling work hours is beneficial to both the Saskatchewan Craft Council and its employees.

13.4.1 Staff will consult with Executive Director to establish a work schedule that best meets the needs of the Saskatchewan Craft Council and the individual.

13.4.2 If either party desires a permanent change to these agreed-upon normal hours of work, one month's notice shall be provided before any change is made. All permanent changes to hours of work need to be authorized by the Executive Director following consultation with the affected employee. Shorter notice of changes required will be allowed by mutual consent.

13.4.3 Temporary changes in scheduled hours lasting less than twenty-eight (28) days including assigned additional hours may be assigned by the Executive Director with provision of fourteen (14) days' notice. Any additional hours shall be paid the appropriate hourly rate (regular time or premium time, depending on the number of hours worked). Employees who choose to take time off in lieu shall arrange to take such time off by mutual agreement.

13.4.4 Every effort shall be made to use time in lieu by the end of the fiscal year in which it is earned. If there is unused time in lieu accumulated at the end of the year, the employee shall be paid out for all hours at the appropriate rate unless there is a mutual written agreement to carry over these hours into the next fiscal year. Such an agreement will indicate the date by which the employee intends to use the accumulated time.

13.4.5 Every employee shall submit a record of hours worked and leave taken to the Financial Officer by the end of the first working day following the end of the pay period. This reporting shall be done on a form approved by the Financial Officer.

13.5 **Days of Rest**

The Employer recognizes that normal days of rest are Saturday and Sunday, except for Gallery Attendants. Work on Saturday and Sunday will be the exception rather than the rule.

ARTICLE 14 OVERTIME

14.1 **Compensation for Overtime Hours**

The overtime as defined in Article 13.1 shall be paid at time and one half (1 1/2) or, at the employee's discretion, shall be expended as time in lieu at premium rates.

14.2 **Voluntary Overtime**

All overtime shall be considered voluntary except when necessary to deal with an urgent situation threatening the integrity of Saskatchewan Craft Council property or the financial viability of the Saskatchewan Craft Council. All overtime, must be approved by the Executive Director in advance except when dealing with an emergency situation that threatens the physical assets of the Saskatchewan Craft Council.

14.3 **Call Back**

Employees who must leave the home to work outside their regular working hours shall be paid at a minimum of two (2) hours at overtime rates.

14.4 **Employee Overtime Expenses**

Costs incurred as a result of working overtime, may be reimbursed, at the discretion of the Executive Director.

ARTICLE 15 PAY ADMINISTRATION

15.1 Appendix A

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

15.2 Equal Pay

All employees will receive wages according to Appendix A and as per the Equal Pay provision of the ~~Labour Standards Act~~ **Saskatchewan Employment Act**.

15.3 Salary Increments

Salaries will be as per Appendix A.

Employees working less than full time shall receive an increment after each 1820 hours worked or credited as worked, until they reach the top of their pay band.

Employees on Staff as of Dec 1, 2018 who are working less than full time shall be credited with enough hours on the scale to maintain their current wage and will move to the next increment after working 1820 hours since the receipt of their last increment.

15.4 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.

15.5 Pay Days

Employees shall be paid twice monthly on the 15th of the month and the end of the month.

15.6 Expense Cheques

The Employer shall reimburse any employee for all expenses incurred on behalf of the Employer. Expense cheques shall be issued within five (5) working days of the receipts being submitted unless otherwise agreed.

15.7 **Petty Cash Advance**

Employees may request a petty cash advance which shall be approved by the Executive Director and the employee shall account for all advances.

15.8 **Statement of Earnings**

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

15.9 **Changes in Pay Range**

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

15.10 **Calculation of Sick Leave and Vacation**

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

15.11 **Temporary Assignment of Higher Duties**

An employee who is temporarily assigned duties of a higher paid position by the Executive Director, for more than two (2) consecutive days shall be paid at the start rate of the higher range, or receive a seven percent (7%) salary increase, whichever is higher. Higher duties means duties not normally assigned to the lower paid employee. To be eligible for TAHD assignment, recognition and payment, the lower paid employee must perform the assigned duties of a TAHD position as a percentage portion of the workload, the percentage which shall be as mutually agreed upon between the parties, using a threshold of twenty percent (20%) of higher duties as general guidelines to qualify, for the time periods involved, and shall apply to in-scope as well as out-of-scope assignments. This salary adjustment shall be effective on the third day of the assignment until the last day of the assignment.

15.12 **Temporary Reclassification**

Any TAHD assignment exceeding seventy percent (70%) of higher-classified assigned duties as a portion of the workload shall be considered a temporary reclassification to the higher position.

The parties shall mutually agree upon the time periods and duties involved in the assignment.

Benefits of this Agreement will continue to be administered in accordance with the employee's permanent position except that the hours of work will be governed by the temporary reclassified position, whether in- or out-of-scope.

Upon conclusion of the temporary reclassification, the employee shall revert to their former position

ARTICLE 16 EMPLOYEE BENEFITS

16.1 Pro-rated Benefits

All benefits of this Agreement shall, unless otherwise specified, accrue on a pro rata basis to employees who work less than full time. The benefits contained in this Agreement are based on the normal approved work schedule for the full time position (i.e. Admin Assistant a thirty-five (35) hour work week. Time spent on short-term disability shall be considered time worked for the purposes of this section. An employee who works less than fifteen (15) hours per week is not entitled to group benefits.

16.2 Workers' Compensation Supplement

An employee who has a claim with the Workers' Compensation Board, shall receive reimbursement from the Workers' Compensation Board. Employees on Workers' Compensation shall be considered to be on Definite Leave and benefits will continue to accrue as per Article 20.1. Providing the employee continues to pay the one-third (1/3) share of the Group Insurance plan, the Employer will continue to contribute the two-thirds (2/3) share.

16.3 Group Insurance Plan

All permanent employees who work fifteen (15) hours or more per week are entitled to the benefits of the Group Insurance Plan as provided by the SaskCulture Inc. The Employer shall contribute two thirds (2/3) the total premium; the employee shall contribute one third (1/3).

16.4 Group RSP

Effective March 1, 2009, the Employer agrees to make, on behalf of each employee, contributions towards the Royal Bank of Canada Group RSP #4223 equivalent to five percent (5%) of gross salary in each pay period.

Employees shall have a deduction in each pay period equal to the amount the Employer contributed on their behalf.

Employees may choose to contribute more to their RSP at any time.

ARTICLE 17 TRAVEL AND ALLOWANCE

17.1 Use of Employee Vehicle

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

17.2 When an employee is required to be away from Saskatoon in order to perform their assigned duties, mileage, meals, and accommodation shall be paid in accordance with the rates and policies established by the Public Service Commission of Saskatchewan for government workers covered by the SGEU/PSC Collective Agreement. The rates paid shall be those in effect at the time of travel.

ARTICLE 18 DESIGNATED HOLIDAYS

18.1 List of Holidays

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

Designated holidays shall be paid as per **Saskatchewan Employment Act**.

18.2 Working on a Holiday

Employees who are required to work on a holiday shall be compensated at the rate of time and one half (1 1/2) in addition to their statutory holiday pay for all hours worked.

ARTICLE 19 VACATION LEAVE

19.1 Definitions

Vacation Leave means annual vacation leave of absence with pay.

Continuous employment: For purposes of calculating vacation leave entitlement continuous employment shall be defined from the initial employment date until resignation or dismissal.

Vacation entitlement shall not accrue during lay off or unpaid education leave or personal leave if the leave is in excess of twenty-six (26) weeks.

19.2

Annual Vacation

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

During the fifth (5th) and subsequent years including the eighth (8th) year of continuous employment, one and two thirds (1 2/3) working days per month. (Twenty (20) working days per year.)

During the ninth (9th) and subsequent years of continuous employment, Two point zero eight four (2.084) working days per month. (Twenty five (25) working days per year).

During the fifteenth (15th) and subsequent years of continuous employment, two point five (2.5) working days per month. (Thirty (30) working days per year) commencing April 1, 2016.

19.3

Long Service Vacation Bonus

Those employees who have reached the milestone of fifteen (15) years' service with the Employer shall be rewarded, at the beginning of the next fiscal year, with a bonus of five (5) additional vacation days. This vacation shall be used within that fiscal year, and is not accumulative. Employees working less than full time hours shall receive a pro-rated benefit.

Employees reaching twenty (20), twenty-five (25), thirty (30), and thirty-five (35) years' service shall be similarly offered a bonus.

19.4

Carry Over Vacation

The vacation entitlement contained herein shall be taken by all the employees annually, subject 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 shall be approved. Consideration shall be given for carry over in excess of five (5) days by the Executive Director.

19.5

Vacation Pay on Termination

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

19.6

Unbroken Vacation

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

An employee may take any accumulated time off in lieu in conjunction with their vacation leave upon approval from the Executive Director. Requests will be considered based upon operational requirements.

19.7

Vacation Schedules

Approval of vacation leave shall be rotated to ensure equality regardless of seniority. Every attempt will be made to resolve conflicting schedules.

ARTICLE 20

LEAVES OF ABSENCE

20.1

Definitions

There shall be two (2) types of leave: Definite and Indefinite.

Definite leave is defined as a leave of absence for a defined interval of up to one (1) year. The Employer shall not unreasonably withhold approval. Sick credits and benefits shall continue to accrue for the entire period with the exception of employee requested Education Leave and Personal Leave extending beyond ninety (90) days. Providing the employee continues to pay the one third (1/3) share of the Group Insurance Plan the Employer will continue to contribute the two-thirds (2/3) share of the Plan.

Definite leave includes: Maternity, Paternity, Sick Leave, Personal Leave, Education Leave, Pressing Necessity, and Bereavement, Workers' Compensation. With mutual agreement between the Employer and the Union, definite leave can be extended beyond one year. At the conclusion of Definite Leave an employee returns to his or her former or similar position.

An employee who needs to be off work for longer than one (1) year due to illness or injury shall move from definite leave to indefinite leave automatically.

Indefinite Leave is defined as a leave of absence for a period longer than one (1) year. Seniority, sick credits and benefits shall not accrue. At the conclusion of an Indefinite Leave, the employee is placed on a recall list in accordance with Article 8.

20.2 **Notice of Leave**

For all leaves of absence, notice in writing must be given at least one (1) month in advance where reasonably practical.

20.3 **Duration of Leave**

Consecutive Leaves shall not exceed one (1) year unless otherwise stated in this agreement, or unless mutually agreed between the Employer and the Union.

20.4 **Maternity Leave**

An employee who is currently employed and has been in the employment of her Employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, shall be entitled to maternity leave consisting of a period not exceeding twelve (12) months, commencing at the time during the period of twelve (12) weeks immediately preceding the estimated date of birth. Such leave shall be granted providing the employee presents to the Employer a medical certificate confirming the pregnancy and showing the probable date of delivery.

- a) If the employee is required to leave work because of a pregnancy related illness, the employee's leave of absence shall be considered sick leave rather than maternity leave, and she shall be entitled to use accumulated sick leave benefits for the period of time she is ill up until the time when the requested maternity leave commences. A medical certificate must be provided.
- b) Maternity leave shall be for up to twelve (12) months as requested, except where in the opinion of a medical practitioner, the leave should be further extended.
- c) Such leave shall be granted with assurance that the employee shall resume employment in the same position at the current rate of pay.
- d)
 - i) Where the employee's new-born child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period of maternity leave without pay, as set out above, maternity leave may be extended by a period equal to the period during which the child is hospitalized.
 - ii) In any case described in subsection (d) i) set out above where the employee has preceded on maternity leave without pay and then returns to work during all or part of the period during which the employee's new-born child is

hospitalized, she may resume the employee's maternity leave without pay when the child's hospitalization is over, and remain on maternity leave without pay to the extent provided for in subsection (d) i).

- iii) The extension described in subsection (d) i) or ii) shall end no later than fifty two (52) weeks after the birth of the child.
- e) If an employee has already initiated a maternity leave and subsequently becomes ill, she shall not be entitled to sick leave benefits for the duration of the leave.
- f) Additional nurturing leave of up to one (1) year without pay, beyond maternity leave, may be granted for health reasons providing a medical certificate is provided and shall be considered an extended Definite Leave.
- g) The employee must give the Employer fourteen (14) days written notice of her intention to return to work.
- h) If requested by an employee eligible for maternity leave, the Employer will supplement the amount of the Employment Insurance Maternity Benefit with the difference between the Benefit and the employee's regular salary. The amount of the supplement will be deducted from the employee's sick leave bank and continue until the sick leave bank is exhausted or the E.I. Maternity Benefit is exhausted whichever occurs first. The Employer will register this S.U.B. Plan with the local Office of Employment Canada.

20.5

Parental or Adoption Leave

In the event of the birth or adoption of a child, an employee who has completed twenty (20) cumulative weeks of employment shall be entitled to a maximum of one (1) year parental leave without pay. The leave may be taken in any combination before or after the birth or adoption of the child.

The employee must give the Employer fourteen (14) days written notice of his/her intention to return to work.

For temporary employees, the period of leave of absence shall not extend beyond the employee's scheduled date of termination.

20.6

No Discipline

The Employer shall not dismiss or lay off an employee solely because he or she has applied for Maternity, Paternity or Adoption Leave in accordance with this Article.

20.7 **Paid Educational Leave**

Education leave requested by the Employer for the employee will be considered working time and course costs will be paid by the Employer.

20.8 **Unpaid Education Leave**

The employee may receive unpaid education leave for up to one (1) year providing satisfactory arrangements can be made by the Executive Director in consultation with the employee for the performance of the employee's work.

20.9 **Extended Education Leave**

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

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

An employee on an extended educational leave shall be placed on the re-employment list according to Article 8.4. Such extended education leave shall be considered an indefinite leave.

20.10 **Bereavement Leave**

Up to three (3) days bereavement leave with pay shall be granted to an employee for the death of an immediate family member. An additional two (2) days without pay may be taken. Additional leave with pay may be granted under extenuating circumstances.

20.11 **Pressing Necessity**

Time off work with pay shall be granted to an employee for pressing personal reasons at the discretion of the Executive Director.

20.12 **Christmas Leave**

Employees may be allowed to take unpaid leave for the working days from Christmas Eve to New Years Day inclusive providing operations of the Saskatchewan Craft Council are not affected.

20.13 **Personal Leave**

An employee may receive a definite leave of absence for any reasonable personal reason, provided satisfactory arrangements can be made for the performance of the employee's work.

ARTICLE 21 SICK LEAVE

21.1 Definition

Sick leave means the period of time an employee is entitled to be absent from work by virtue of being mentally or physically disabled, or because of an accident for which compensation is not payable under The Workers' Compensation Act. Sick Leave may be definite or indefinite leave.

21.2 Accrual of Sick Leave

Sick leave credits shall accumulate from the date of employment on the basis of one and one-quarter (1 1/4) working days per month earned on the basis of the normal scheduled full-time hours for the classification. Sick Leave credits shall be earned on a pro-rated basis for all employees working less than full-time. Accumulated sick leave credits are not transferable from one employee to another. Accumulation shall be to a maximum of three hundred and sixty (360) hours for each employee earned on the basis of full time work and pro-rated for each employee working less than full time.

Any employee who has accumulated more than the maximum allowable sick leave credits as of the date of signing of this Agreement shall retain those credits but shall not accumulate additional credits until such time as their unused accumulated sick leave credits falls below the maximum allowable hours. At such time they again shall begin to accumulate sick leave credits to the appropriate maximum allowed based upon their pro-rated hours of work.

Sick leave credits may be used to top-up Short-Term Disability benefits to the point of full salary until the time as such available sick leave credits are exhausted. At that time, the employee may apply to use available unused T-I-L time or Vacation Leave credits for top-up, subject to the Employer's approval.

21.3 Accumulation of Annual Paid Sick Leave

The unused portion of an employee's sick leave shall accrue for the employee's future use.

21.4 Request for Medical Certificates

In the event of an illness, the Employer reserves the right to request the employee provide a medical certificate confirming such illness. In all such cases the Employer shall pay the cost incurred by the employee in complying with the request.

21.5 **Deductions from Sick Leave**

If an employee is absent for sick leave on a normal working day, an appropriate deduction shall be made from accumulated sick leave credits.

21.6 **Sick Leave Credits**

When an employee is on Worker's Compensation or receiving disability payments, they shall accumulate sick leave credits according to Article 21.2.

An employee who is ill at the time an indefinite leave of absence without pay concludes, or at the time of recall to work following lay off, shall be entitled to claim use of accumulated sick leave credits for the duration of the illness to the maximum of ten (10) days.

21.7 **Sick Leave Records**

Records of an employee's accumulated sick leave credits shall be made available to that employee upon request.

ARTICLE 22 SAFETY AND HEALTH

22.1 The following does not limit access to rights and provisions under The Occupational Health & Safety Act.

22.2 **Safety Provisions**

The Employer shall make provisions for the safety and health of employees during hours of work. Employees shall endeavor to point out any health and safety hazards.

22.3 **Committee**

An Occupational Health and Safety Committee, consisting of one (1) employee and one (1) Employer representative, shall be established to meet and co-operate in resolving all unsafe hazardous or dangerous working conditions. This Committee shall meet as requested by either member of the Committee. Representatives of the Union shall suffer no loss of pay for attending such meetings.

22.4 **No Discipline**

No employee shall be disciplined for refusal to work on a job which is unsafe or to operate any equipment that is unsafe.

22.5 **First Aid**

Adequate first aid supplies shall be made available in all worksites.

22.6 **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 shall be granted for treatment on the same basis as now applied for other health problems. Employees whose partner or dependents is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave of absence without pay to participate with the employee's partner in such rehabilitative program.

It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgement of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain discipline, or the right to take disciplinary measures within the framework of the Collective Bargaining Agreement.

22.7 **Non Smoking Workplace**

The Saskatchewan Craft Council workplace shall be a non-smoking workplace with the exception of a designated smoking area.

ARTICLE 23 TECHNOLOGICAL CHANGE

23.1 **Definition**

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

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

- a) the introduction of equipment or material resulting in technological change differing in nature, type or quantity from that previously utilized;
- b) a change to the manner in which the Employer carries out its objectives and operations directly related to the introduction of equipment or material;

- c) any change in the location at which the Employer operates.

23.2

Notice

When the Board intends to introduce a technological change:

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

23.3

Data to be Provided

The notice mentioned in Article 23.2 shall be given in writing and shall contain pertinent data, including:

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

23.4

Notice to Functional Work Areas

The notice mentioned in Articles 23.2 and 23.3 shall also be given to the employees to be affected.

23.5

Consultations

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

Union agree to bargain in good faith on all aspects of the intended change.

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

23.6 Failure to Agree

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

23.7 Effect of Dispute Resolution on Introduction of Technological Change

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

ARTICLE 24 JOB SECURITY

24.1 Present Conditions and Benefits

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, and may be modified as per Article 4.2.

24.2 Agreement Subject to Applicable Laws

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

24.3 Employer Amalgamation

In the event the Employer merges or amalgamates with any other body, the Employer shall endeavor to ensure that the Agreement goes with the employees.

ARTICLE 25 TERM OF AGREEMENT

25.1 Duration

This Agreement shall be binding and remain in effect from **April 1, 2017** to March 31, **2020** unless otherwise stated and shall continue from year to year thereafter unless written notice of request to negotiate a revision is given by either party not less than thirty (30) days or more than sixty (60) days prior to the anniversary date hereof.

25.2 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.

25.3 Notice of Changes

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

25.4 Agreement to Continue in Force

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

- a) both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, the retroactivity of terms as mutually agreed upon shall be negotiable.
- b) should an issue not covered within this Agreement arise, Provincial **Saskatchewan Employment Act** shall apply until such items can be resolved by negotiations.

**APPENDIX A
PAY PLAN**

Effective April 1, 2017

Pay Band	0-12 months	12-24 months	24-36 months	36-48 months	48 + months
1	10.82	11.31	12.16	13.01	13.83
2	13.12	13.97	14.45	15.66	16.50
3	15.78	16.62	17.46	18.33	19.16
4	18.44	19.29	20.12	20.98	21.81
5	21.09	21.95	22.79	23.63	24.47
6	23.76	24.60	25.44	26.30	27.14

Effective April 1, 2018

Pay Band	0-12 months	12-24 months	24-36 months	36-48 months	48 + months
2	13.25	14.11	14.59	15.82	16.67
3	15.94	16.79	17.63	18.51	19.35
4	18.62	19.48	20.32	21.19	22.02
5	21.30	22.17	23.02	23.87	24.71
6	24.00	24.85	25.69	26.56	27.41

Effective April 1, 2019

Pay Band	0-12 months	12-24 months	24-36 months	36-48 months	48 + months
2	13.38	14.25	14.74	15.98	16.84
3	16.10	16.96	17.81	18.70	19.54
4	18.81	19.67	20.52	21.40	22.24
5	21.51	22.39	23.25	24.11	24.96
6	24.24	25.10	25.95	26.83	27.68

LETTER OF UNDERSTANDING 2011-01 – Bonus Pool

BETWEEN

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

AND

SASKATCHEWAN CRAFT COUNCIL

RE: Bonus Pool

The Employer shall create a Bonus Pool to be shared by in-scope members of the bargaining unit based on the number of hours worked and/or paid in the qualifying period.

The qualifying period for the Bonus Pool shall be a continuous three year rolling window. The three year rolling window shall begin on March 1, 2008 to February 28, 2011 with a first possible Bonus Pool to be shared in May of 2012, and then the second one in May of 2013 and so on.

The Bonus Pool shall be calculated based on the performance in three indicator areas:

- Increases in the number of paid-up members of the SCC,
- Increases in the paid attendance at craft markets organized by the Saskatchewan Craft Council for which admission is charged to the public, and
- Increases in the commissions earned by sales in the Affinity Gallery.

The Employer shall make contributions into the bonus pool only if the performance of at least two of the three indicators is positive.

The Bonus Pool for a fiscal year will be calculated after the completion of the audit for that fiscal year, and will be paid out by June 1.

The first possible Bonus Pool of May 2012 shall be calculated as follows:

1. For every paid-up member of the Saskatchewan Craft Council on February 29, 2012 over and above the average of the number of members on the dates February 28, 2009, 2010 and 2011, the Saskatchewan Craft Council shall pay \$20.00 into the Bonus Pool.

2. For every paying patron at craft markets organized by the Saskatchewan Craft Council during the fiscal year March 1, 2011 to February 29, 2012 over and above the average paid attendance at markets for the fiscal years March 1, 2008 to February 28, 2009;
3. March 1, 2009 to February 28, 2010, and March 1, 2010 to February 28, 2011, the Saskatchewan Craft Council shall pay \$1.00 into the Bonus Pool.
4. For commissions earned on sales at the Affinity Gallery (formerly the Saskatchewan Craft Council Gallery) during the fiscal year March 1, 2011 to February 29, 2012 over and above the average of commissions earned the fiscal years March 1, 2008 to February 28, 2009; March 1, 2009 to February 28, 2010, and March 1, 2010 to February 28, 2011, the Saskatchewan Craft Council will pay 25% of commission revenue into the Bonus Pool.

Signed this 9th day of September 2014, in Saskatoon, Saskatchewan.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Saskatchewan Craft Council

Leslie Potter, Chair
Bargaining Committee

Donna Potter
Bargaining Committee

Greg Eyre
Labour Relations Officer

Carmen Milenkovic
Executive Director

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and **SASKATCHEWAN CRAFT COUNCIL**, 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 _____ day of _____, 2019.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Saskatchewan Craft Council

Sydney Luther, Chair
Bargaining Committee

Stephanie Canning
Bargaining Committee

Greg Eyre
Labour Relations Officer

Carmen Milenkovic
Executive Director