

SASKATOON COMMUNITY MEDIATION SERVICES

**April 1, 2009 -
March 31, 2012**

COLLECTIVE AGREEMENT

SGEU

TABLE OF CONTENTS

| ARTICLE | | PAGE |
|----------------|--|-------------|
| | PREAMBLE | 1 |
| 1 | PURPOSE | 2 |
| 2 | INTERPRETATION | 3 |
| 3 | SCOPE | 4 |
| 4 | MANAGEMENT RIGHTS | 5 |
| 5 | UNION SECURITY | 5 |
| | 5.01 Recognition..... | 5 |
| | 5.02 Non-Discrimination | 6 |
| | 5.03 Refusal to Cross Picket Lines | 6 |
| | 5.04 Union Membership..... | 6 |
| | 5.05 No Contracting Out | 6 |
| | 5.06 Check-Off..... | 7 |
| | 5.07 Monthly Statement..... | 7 |
| | 5.08 Income Tax (T-4) Slips..... | 7 |
| | 5.09 New Employees..... | 7 |
| | 5.11 Temporary Out-of-Scope Appointment | 7 |
| | 5.12 Union Access..... | 8 |
| | 5.13 Staff Room..... | 8 |
| | 5.14 Bulletin Boards..... | 8 |
| 6 | LABOUR/MANGEMENT RELATIONS | 8 |
| | 6.01 Employer Shall Notify Union | 8 |
| | 6.02 Contact at Work | 8 |
| | 6.03 Union Business..... | 9 |
| | 6.04 Stewards..... | 9 |
| | 6.05 Recognition..... | 9 |
| | 6.06 Without Loss of Pay | 10 |
| | 6.07 Sexual Harassment | 10 |
| | 6.08 Personal Rights | 10 |
| | 6.09 Grievance Committee | 11 |
| | 6.10 Permission to Investigate Grievances..... | 11 |
| | 6.11 Definition of Grievance..... | 11 |
| 7 | GRIEVANCE PROCEDURE..... | 11 |
| | 7.01 Pre-Grievance..... | 11 |
| | 7.02 Step 1 | 11 |
| | 7.03 Step 2 | 12 |
| | 7.04 Arbitration | 12 |

| ARTICLE | PAGE |
|----------------|--|
| 7.05 | Failure to Act Within Time Limits 13 |
| 7.06 | Technical Objections to Grievances 13 |
| 7.07 | Access to Grievance Information 13 |
| 8 | ARBITRATION 13 |
| 8.01 | Selection of an Arbitrator 13 |
| 8.02 | Procedure 13 |
| 8.03 | Decision of the Arbitrator 14 |
| 8.04 | Expenses of the Arbitrator 14 |
| 9 | DISMISSAL, SUSPENSION AND DISCIPLINE..... 14 |
| 9.01 | Preamble 14 |
| 9.02 | Burden of Proof..... 15 |
| 9.03 | Records of Employees..... 15 |
| 9.04 | Verbal Reprimand..... 15 |
| 9.05 | Letters of Reprimand 15 |
| 9.06 | Suspension 15 |
| 9.07 | Dismissal 16 |
| 9.08 | Reinstatement of Rights..... 16 |
| 9.09 | Representation 16 |
| 10 | SENIORITY 16 |
| 10.01 | Seniority..... 16 |
| 10.02 | Loss of Seniority 16 |
| 10.03 | Seniority Lists 17 |
| 10.04 | Appointments Out-of-Scope..... 17 |
| 11 | APPOINTMENTS AND STAFF CHANGES..... 17 |
| 11.01 | Notification of Current Address 17 |
| 11.02 | Filling Positions by Competition 17 |
| 11.03 | Job Postings 18 |
| 11.04 | Information on Posting..... 18 |
| 11.05 | Notification of Successful Competition..... 18 |
| 11.06 | Promotions or Appointments to Permanent Staff..... 18 |
| 11.07 | Probation Periods 18 |
| 11.08 | Completion of Probationary Periods 19 |
| 11.09 | Orientation 19 |
| 12 | JOB ABOLITION, LAY-OFF AND RECALLS..... 19 |
| 12.01 | Definition..... 19 |
| 12.02 | Method of Job Abolishment and Lay-Off..... 19 |
| 12.03 | Notification of Lay-Off/Job Abolition, Options on Lay-Off & Job Abolition 19 |
| 12.05 | Method of Bumping..... 20 |
| 12.06 | Recall Procedure 20 |

| ARTICLE | PAGE |
|---|-------------|
| 13 HOURS OF WORK | 21 |
| 13.06 Flexible Hours | 21 |
| 14 OVERTIME | 22 |
| 14.01 Compensation for Overtime | 22 |
| 14.02 Voluntary Overtime | 22 |
| 14.03 Taking Time in Lieu | 22 |
| 14.04 Authorization of Overtime | 22 |
| 15 DESIGNATED HOLIDAYS | 22 |
| 15.03 Working on a Holiday | 23 |
| 16 VACATIONS | 23 |
| 16.01 Definition | 23 |
| 16.02 Approval | 23 |
| 16.03 Vacation Year | 23 |
| 16.04 Vacation Credits | 23 |
| 16.05 Carry-Over of Vacation | 23 |
| 16.06 Vacation Schedule | 24 |
| 16.07 Vacation Pay on Termination | 24 |
| 16.08 Unbroken Vacation | 24 |
| 16.09 Vacation Rotation | 24 |
| 16.10 Posting Vacation Schedule | 24 |
| 17 SICK LEAVE | 25 |
| 17.01 Definition | 25 |
| 17.02 Annual Paid Sick Leave | 25 |
| 17.03 Accumulation of Annual Sick Leave | 25 |
| 17.04 Leave of Absence While Sick | 25 |
| 17.05 Proof of Illness | 26 |
| 17.06 Recognition of Social Illness | 26 |
| 17.07 Sick Leave Use During Leaves of Absence | 26 |
| 18 LEAVE OF ABSENCE | 26 |
| 18.02 Leave to Hold Office | 27 |
| 18.04 Bereavement Leave | 27 |
| 18.05 Pressing Necessity Leave | 27 |
| 18.06 Leave of Absence | 28 |
| 18.07 Maternity Leave | 28 |
| 18.08 Paternity/Adoption Leave | 28 |
| 18.09 Jury Duty | 28 |
| 18.10 Professional Development | 29 |
| 18.11 Educational Leave | 29 |
| 18.14 Notification of Other Employment | 29 |

| ARTICLE | PAGE |
|----------------|--|
| 19 | PAY ADMINISTRATION..... 29 |
| | 19.02 Increments..... 30 |
| | 19.03 Hiring Rates..... 30 |
| | 19.04 Statement of Earnings..... 30 |
| | 19.05 Changes in Pay Range..... 30 |
| | 19.06 Calculation of Sick Leave, Increments and Vacation..... 30 |
| | 19.07 Promotion..... 30 |
| | 19.08 Demotion..... 31 |
| | 19.09 Pay Administration..... 31 |
| | 19.10 Temporary Performance of Higher Duties..... 31 |
| | 19.11 Transfer..... 31 |
| | 19.12 Honoraria..... 31 |
| 20 | JOB CLASSIFICATION AND RECLASSIFICATION..... 31 |
| | 20.01 Maintaining a Classification Plan..... 31 |
| | 20.02 Classification Shall be Submitted to the Union..... 31 |
| | 20.03 Manual of Position Classifications..... 32 |
| | 20.04 Changes in Classification..... 32 |
| | 20.05 Challenge from Senior Employees..... 32 |
| | 20.06 Downward Reclassification..... 32 |
| 21 | EMPLOYEE BENEFITS..... 33 |
| | 21.01 Personal Property Loss..... 33 |
| | 21.02 Liability Insurance..... 33 |
| 22 | TRAVEL AND ALLOWANCES..... 33 |
| | 22.01 Use of Employee Vehicle..... 33 |
| | 22.02 Meals and Accommodations..... 33 |
| 23 | SAFETY AND HEALTH..... 33 |
| | 23.02 Meetings..... 34 |
| | 23.03 No Discipline..... 34 |
| | 23.04 First Aid..... 34 |
| 24 | JOB-SECURITY..... 34 |
| | 24.01 Present Conditions and Benefits..... 34 |
| | 24.02 Employer Amalgamation..... 34 |
| 25 | TERM OF AGREEMENT..... 34 |
| | 25.01 Duration..... 34 |
| | 25.02 Changes in Agreement..... 35 |
| | 25.03 Wage Re-Opener..... 35 |
| | 25.04 Notice of Changes..... 35 |

APPENDIX A..... 36

SIGNING PAGE 37

Articles of a Collective Bargaining Agreement made in duplicate this _____ day
of _____, 2010.

BETWEEN

SASKATOON COMMUNITY MEDIATION SERVICES,
hereinafter referred to as “the Employer”,

OF THE FIRST PART

AND

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES’ UNION,
hereinafter referred to as “the Union”,

OF THE SECOND PART

ARTICLE 1 PURPOSE

1.01 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 and maintain co-operation and understanding and a harmonious relationship among all of the personnel 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 provide and maintain a high quality of service to the program participants, restorative justice field and the community in general.
- e) To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.
- f) To maintain mutual, co-operative relationships with local, provincial and national affiliates in the restorative justice field and to promote a restorative approach to conflict and its resolution within the community.
- g) To maintain a supportive and respectful relationship with our program participants.

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

- 2.01 **Bargaining Unit** means the unionized group of employees, as per LRB File No. 179-04 and as outlined in Article 3 herein.
- 2.02 **Casual employee** is an individual who has not been appointed to either a full-time or part-time position and is employed on an intermittent or irregular basis. There will be no seniority accumulation for casual employment unless a casual employee has successfully completed a probationary period in a full-time or part-time position. A casual employee is capped at 200 hours per year.
- 2.03 **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.
- 2.04 **Employee or Employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 3.
- 2.05 **Employer** means the Saskatoon Community Mediation Services Inc.
- 2.06 **Executive Director** means the Executive Director of the Saskatoon Community Mediation Services Inc.
- 2.07 **Demotion** is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary rate of a lower maximum.
- 2.08 **Independent contractor** is determined as per 2006 Canada Revenue Agency criteria.
- 2.09 **Part-time Employee** means an employee, who is not a casual employee and who works less than the normal hours of work on a regular basis and who shall be entitled to the provisions of the Collective Agreement on a pro-rated basis and further be entitled to the rates of pay specified in Appendix "A".
- 2.10 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Articles 13 and 19.
- 2.11 **Permanent Employee** means an employee who has successfully completed probationary period on initial appointment.

- 2.12 **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.
- 2.13 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 2.14 **Probationary Employee** means one who has not yet completed a probation period on initial employment or who has had their probation period extended.
- 2.15 **Promotion** means the movement of an employee from a position in one (1) class to a position in another class with a higher maximum salary.
- 2.16 **Pro-rata Basis** means pro-rated according to the time worked while employed, as a percentage of time worked by full-time employees in the same classification.
- 2.17 **Temporary** means a position filled by an employee assigned for a specified period of time not to exceed twelve (12) months. This time may be extended by mutual agreement of the parties to this Collective Agreement.
- 2.18 **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.
- 2.19 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Saskatoon Community Mediation Services.

ARTICLE 3 SCOPE

- 3.01 The terms of this Agreement shall apply to all employees of the Employer excluding the following:
- a) Executive Director
 - b) Practicum students
 - c) Volunteers
 - d) Independent Contractors

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Subject to the terms of this Agreement, the Employer reserves all rights and prerogatives in the management of the business, unless clearly and explicitly granted to the Union by this Agreement. The parties agree that in interpreting and administering the provisions of this Agreement, they shall act in good faith.

These rights and prerogatives so reserved include, but are not limited to:

- a) The right to operate and manage its business in all respects, including to plan, direct, and control the Employer's operation, the mode, methods and equipment to carry out the work, maintain order and efficiency and establish and maintain reasonable rules and regulations governing the conduct and performance of the employees. These rules and regulations shall be designated to safeguard the interests of the program participants and the efficiency in the Employer's operations.
- b) The right to:
 - i) Determine the location of operations, the method of providing services, equipment to be used and to use new or improved methods and/or equipment.
 - ii) Hire, promote, and select, lay-off because of lack of work or economic reasons, demote, discipline, suspend employee.
 - iii) Discharge for just cause any employee provided, however, that such action may be subject to the grievance procedure.

ARTICLE 5 UNION SECURITY

5.01 Recognition

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

5.02 **Non-Discrimination**

Human Rights: The Employer and Union agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any worker in the matter of wage rates, training, upgrading, 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, socio-economic status or marital status, family relationship, place of residence, physical handicap, nor by reason of her membership or activity in the Union, or any other reason within the context of human rights.

5.03 **Refusal to Cross Picket Lines**

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

5.04 **Union Membership**

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

5.05 **No Contracting Out**

The Employer shall not contract out existing work of the Bargaining Unit if that would result in the lay-off of in-scope employees. The Employer also agrees to involve the Union in a consultative process where new programming may or will result.

5.06 **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, regular monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The Employer shall remit such deductions to the Executive Director of Operations of the Union prior to the twentieth (20th) 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.

5.07 **Monthly Statement**

Within thirty days of the hiring of a new employee or the termination or resignation of an employee the Employer shall forward to the Director of Operations of SGEU a statement including the following: (a) the name of employee, (b) the date of hiring, resignation or termination as the case may be.

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

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

5.09 **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 including those set out in the Article dealing with Union Security and Dues Check-Off.

Within thirty (30) days of being notified, a representative of the Union shall be given reasonable time during working hours to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc. at a mutually agreeable time.

5.10 Employees are expected to maintain confidential, all program participants' names and related information. Such information will also include files and pertinent documents.

5.11 **Temporary Out-of-Scope Appointment**

An employee 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.

5.12 **Union Access**

The Bargaining Unit shall have the right 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 reasonable access to the employees during working hours in order to investigate and assist in settling any grievances. The bargaining unit shall work with management to minimize any effect that this may have on the programs.

5.13 **Staff Room**

When physical facilities permit, the Employer agrees to designate a staff room which will be available to staff.

5.14 **Bulletin Boards**

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

ARTICLE 6 LABOUR/MANAGEMENT RELATIONS

6.01 **Employer Shall Notify Union**

The Employer agrees that any decisions dealing with matters of policy which relate to conditions of employment and which affect employees within this Bargaining Unit shall be communicated to the union and employees in a timely manner. This Article does not apply in cases of hiring, firing or disciplinary matters.

6.02 **Contact at Work**

Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. It is understood that these contacts will be conducted within reasonable time limits and that the duties of the employees will be met in a timely matter.

6.03

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, providing that operational requirements of the workplace shall be met. The Employee shall, wherever possible, provide the Employer with at least one (1) week notice of the need for union leave. The Employer recognizes that it is also beneficial to encourage that participation and therefore agrees:

- a) 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, should more than one employee request union leave for the same event.
- b) That the employees elected as Stewards shall be granted leave of absence with pay of up to four days per year to attend union education courses.
- c) That employees elected or appointed to office or a position within the SGEU or to any of the Union centrals to which SGEU is affiliated shall be granted leave of absence without pay to attend to those duties.
- d) That all employees shall receive leave of absence with pay and without loss of benefits for all other 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 6.04.
- e) Employees shall continue to accumulate seniority and all benefits while on leave of absence under Article 6.04.

6.04

Stewards

There shall be one (1) Steward elected by the workers to see that the provisions of this Agreement are adhered to. The Union shall notify the Executive Director, in writing, of the name of the Steward.

6.05

Recognition

The Employer recognizes the Steward elected by the Union.

6.06 **Without Loss of Pay**

The Steward shall investigate and process grievances or confer with representatives of the Union during working hours without loss of pay. The Steward and the employer will make reasonable arrangement to ensure the Employer's operational requirements are met in a timely manner.

6.07 **Sexual Harassment**

The Employer and the Union agree that no form of sexual harassment shall be condoned in the workplace and expect that all employees of the Saskatoon Community Mediation Services will conduct themselves in a manner that is respectful of the rights and feelings of others. Complaints under this Article shall be investigated and dealt with promptly and in a confidential manner.

Sexual harassment is any form of abusive or offensive behaviour of a sexual nature that the harasser knows or ought reasonably to know:

- a) May reasonably be perceived to influence decisions relating to employment or the use of allegations of materials which are customarily available;
- b) May reasonably be perceived to interfere with job performance; or
- c) May reasonably be perceived to humiliate or insult or intimidate an individual."

Sexual harassment may include, but is not limited to the following:

- i) Verbal abuse/suggestive remarks or propositions
- ii) Displaying of pornographic materials
- iii) Demands for sexual favours
- iv) Unsolicited physical contact
- v) Physical assault
- vi) Sexually related gestures.

6.08 **Personal Rights**

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for members of the Board which are not connected with the operation of the Employer.

6.09 **Grievance Committee**

The Stewards selected by the Union shall constitute the Union Grievance Committee.

6.10 **Permission to Investigate Grievances**

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. Stewards shall be allowed to process grievances with the employer during working hours and without loss of pay, subject to reasonable requirements. The union shall notify the employer's representative in writing of the name of the steward.

A union representative should have access to employees during working hours in order to investigate and assist in settling any grievances. This access shall not duly interfere with the performance of the employee's duties.

6.11 **Definition of Grievance**

A grievance shall be defined as any dispute between union or union member and the employer arising out of an interpretation, application or alleged violation/infraction of the Collective Agreement and/or working conditions of employment.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 **Pre-grievance**

All workplace disagreements will be discussed with the appropriate out of scope manager before proceeding with the grievance procedure. Should the discussions not result in resolving the issue, the issue may be formally grieved.

7.02 **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 thirty (30) calendar days of discovery of cause for a grievance. The Executive Director shall render a decision within thirty (30) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director and to the Executive Director of Operations of the Union.

7.03

Step 2

If a satisfactory settlement cannot be effected at Step 1, the Union must submit, within thirty (30) calendar days of receipt of reply at Step 1, the grievance to the Chair of SCMS.

As soon as is reasonable, the parties shall convene a dispute resolution panel comprised of up to three (3) people representing SCMS and up to (3) people, including a union representative, representing the employee(s).

The panel shall attempt to reach full consensus. If a full consensus decision is reached, the decision shall be final.

If consensus is not reached, each member of the panel, either individually or jointly, shall provide a written report to be submitted to the union and to the Chair of SCMS within fourteen days of the deliberations. The report shall include the following information:

- a) facts pertinent to the dispute.
- b) Issues in dispute.
- c) Attempted solutions to date.
- d) Proposed resolution(s).

The Chair of SCMS shall render a decision in writing to the union within fourteen (14) days of receipt of all the reports.

7.04

Arbitration

Failing satisfactory settlement of the grievance at Step 2, the Union, if it wishes to proceed, shall refer the matter to arbitration within thirty (30) calendar days.

If the parties mutually agree the matter may be referred to voluntary grievance mediation through Saskatchewan Labour.

7.05 **Failure to Act Within Time Limits**

It is the desire of both parties of this Agreement to resolve grievances in a manner that is just and equitable and it is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. 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. Time limits may be extended where mutually agreed to by both parties.

7.06 **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.

7.07 **Access to Grievance Information**

The parties shall be required to provide full disclosure at each step of the procedure of all relevant information available regarding the grievance.

ARTICLE 8 ARBITRATION

8.01 **Selection of an Arbitrator**

8.01.1 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the agreement.

8.01.2 The arbitrator will be selected on a rotational basis from a list developed and agreed to by the parties, updated as required. The order in which they will act shall be determined by the order in which they have been listed. In the event that the person whose turn it is to act is not available, the member next following shall act.

8.02 **Procedure**

The arbitrator shall fix a time and place of sittings, after consultation with the parties.

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

In the event that an employee is called as a witness in an arbitration convened under Article 8, the employer shall grant leave and expenses which shall be applicable as follows:

- a) if called by the employer, leave without loss of pay and expenses paid by the employer;
- b) if called by the union, leave without pay and expenses paid by the union;
- c) if called by the arbitrator, the parties shall share equally the costs.

The arbitrator shall render a decision within fifteen (15) days of the end of the hearings.

8.03 **Decision of the Arbitrator**

The decision 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. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement, which the arbitrator deems just and equitable.

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

8.04 **Expenses of the Arbitrator**

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

ARTICLE 9 DISMISSAL, SUSPENSION AND DISCIPLINE

- 9.01 The Employer believes in the progressive discipline process. Any employee may be dismissed or suspended, but only for just cause, and only upon the authority of the Employer. However, gross misconduct or gross negligence may result in an immediate termination of employment. In the event the Employer initiates a disciplinary action against an employee, the following procedure shall be followed:

9.02 **Burden of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer. The record of an employee shall not be used at any time after thirty (30) months from the date of the last occurrence.

9.03 **Records of Employees**

Personnel records of an employee, with the exception of any reference material, shall be open to her scrutiny upon request and in the presence of the Employer. A Union representative, upon request in writing by the employee, shall have access to the file.

9.04 **Verbal Reprimand**

The employer will verbally outline to the employee reason(s) for the reprimand, how she should correct her work or conduct and what will happen if her misconduct continues. There is no official written report on the employee record of a verbal reprimand.

9.05 **Letters of Reprimand**

A copy of any document or information placed on any employee's file, which might at any time be used for disciplinary action, shall be supplied concurrently to the employee and to the Union.

A letter of reprimand shall be provided to the employee, and the union, within thirty (30) calendar days of the event becoming known to the Employer. Such letter shall become part of the employee's record. If the employee wishes to reply to the letter of reprimand the employee shall do so in writing within thirty (30) calendar days of receiving the letter of reprimand.

Disciplinary documents shall be removed from an employee's personnel file after thirty (30) months years from the date of the last occurrence unless there are disciplinary documents of equal or greater severity placed on the employee's file within the thirty (30) month period.

9.06 **Suspension**

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

9.07 **Dismissal**

Dismissal shall be effected by the Executive Director. The employee shall receive written notice of the action which shall include a specific statement of just cause. Employees on initial probation may be terminated for demonstrating an inability to fulfill the requirements of the position adequately.

9.08 **Reinstatement of Rights**

An employee who has been unjustly suspended, demoted or dismissed, shall, under this Article, upon reinstatement, receive all rights and benefits retroactive to the date of suspension, demotion or dismissal, unless otherwise mutually agreed upon or as determined by arbitration.

9.09 **Representation**

Employees have the right to Union representation at each stage of the discipline process. Should the employee feel uncomfortable with the representation of the workplace Steward, the employee shall immediately notify the Employer of his desire for alternate representation, and the employee shall immediately contact the Union Office so that the Union may arrange alternate representation as soon as possible.

ARTICLE 10 SENIORITY

10.01 **Seniority**

Seniority of an employee is defined as a total accumulation of straight time Bargaining Unit hours in the service of the Employer. Seniority shall not apply during the probationary period of a new employee. However, once this period has been successfully completed, seniority shall be credited retroactively. No more than one thousand nine hundred and fifty (1950) hours inclusive of leaves with pay can be earned within an increment period. **Effective January 1, 2009, the cap on seniority will be adjusted to be no more than 1860 hours inclusive of leaves with pay can be earned within an increment period.**

10.02 **Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) Dismissal for cause and is not reinstated.

- b) Resignation in writing and not withdrawn within four (4) calendar days of its submission.
- c) If not re-hired for a period longer than twelve (12) months, in the case of lay-off.
- d) Failure to return to work immediately following the completion of a leave of absence or within ten (10) days' notification by the Employer to return to work following a lay-off, unless, in either case, the employee can show that the failure to return to work is as a result of a justifiable reason.

10.03 **Seniority Lists**

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

For the purpose of job competitions, all employees will have their seniority up-dated to the end of the month that is prior to the closing date of the job position.

10.04 **Appointments Out-of-Scope**

No employee shall be appointed to an out-of-scope position without her consent, except in case of emergency. Employees temporarily filling an out-of-scope position shall continue to accumulate seniority and pay union dues.

ARTICLE 11 APPOINTMENTS AND STAFF CHANGES

11.01 **Notification of Current Address**

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

11.02 **Filling Positions by Competition**

All vacancies and new positions which the Employer wishes to fill may simultaneously be advertised publicly and posted internally.

11.03 **Job Postings**

Job competitions shall allow a minimum of ten (10) calendar days for applications to be submitted and shall be announced in the form of a bulletin board posted in the Employer's office. A copy of all job postings will be sent to employees on the re employment list.

11.04 **Information on Posting**

The bulletin shall set out the following information at a minimum:

- a) Name of position
- b) A brief description
- c) Qualifications required
- d) Salary
- e) Hours of work
- f) Deadline date of application and other pertinent information

11.05 **Notification of Successful Competition**

Following the closing date for the receipt of applications, the Employer shall notify the Union of the appointment of the successful applicant.

11.06 **Promotions or Appointments to Permanent Staff**

- a) If some or all of the applicants are existing in-scope employees and more than one of the internal applicants has the necessary qualifications, knowledge, education, and skills, the applicant with the necessary qualifications, knowledge, education, skills, and with the most seniority in the bargaining unit shall be appointed.
- b) If applicants are all from outside the bargaining unit, and more than one applicants have the necessary qualifications, knowledge, education, and skills, the employer shall be entitled to hire the most qualified applicant.

11.07 **Probation Periods**

All probation periods for new staff shall be six (6) months, effective from commencement of employment with SCMS.

If an existing employee is appointed to a new position, the subsequent probation period shall be three months. Should an employee's performance fail to meet the requirements of the new position, or if the employee so chooses, she shall be returned to her former position and the current rate of pay for that position, except in the case of a new employee, where employment shall be terminated.

If management grants a leave of absence to an employee during probation, the probation period shall be extended for an equivalent period of time.

11.08 Completion of Probationary Periods

At the successful completion of the probationary period, the employee shall be so informed, in writing. The probation period may be extended by three (3) months prior to the actual completion of the Probationary period, with mutual agreement of the parties.

11.09 Orientation

The Employer agrees to develop and implement an orientation policy for new employees and existing employees hired into new positions.

ARTICLE 12 JOB ABOLITION, LAY-OFF AND RECALLS

12.01 Definition

A lay-off shall be defined as a reduction in the work force or a reduction in an employee's regularly scheduled hours of work.

12.02 Method of Job Abolishment and Lay-Off

The most junior person covered by the position classification in the program affected by the lay-off or job abolishment shall have their position abolished or be laid off.

12.03 Notification of Lay-Off/Job Abolition, Options on Lay-Off and Job Abolition

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

- a) One (1) weeks written notice if the period of employment is less than one (1) year;

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

12.04 The employee shall notify the Employer no later than seven (7) days prior to the date on which the abolishment or lay-off is to take effect whether one decides to:

- a) Be laid off.
- b) Exercise her bumping rights.
- c) Resign

12.05 **Method of Bumping**

- a) An employee shall bump the most junior person in their position classification which most closely maintains the existing earnings of the person who is bumping. If employment is not obtained, then the employee shall:
- b) Bump the most junior employee in a lower position classification which most closely maintains the existing earnings of the person who is bumping, providing the laid off employee is more senior and has the qualifications as contained in the position classification.

12.06 **Recall Procedure**

- a) An employee who is laid-off shall be placed on a re-employment list according to seniority for eighteen (18) months.
- b) Employees shall be recalled in the order of seniority in their former classification, or any classification for which they have the necessary qualifications, knowledge, education, and skills to perform the required duties.

- c) Employees who have been laid off may refuse a recall that would constitute a demotion or temporary employment without having their name removed from the re-employment list.
- d) Employees who choose to take employment offered to them, which would constitute demotion or temporary employment, shall not lose their right to re-employment to positions equivalent to those from which they were laid off.
- e) Employees shall be given a minimum of seven (7) days notice of recall in writing.
- f) All employees on the re-employment list will be mailed a copy of all job postings.

ARTICLE 13 HOURS OF WORK

- 13.01 Each employee shall be allowed two (2) fifteen (15) minute rest periods normal scheduled day.
- 13.02 Employees will be scheduled an average of thirty-seven and one half (37 1/2) hours work per week, except in those weeks an EDO is scheduled.
- 13.03 Employees shall work a five (5) day week with an earned day off (EDO) every month. Such hours will be worked on the basis of seven and one half hours per day exclusive of any meal period. The work days in a week shall be consecutive.
- 13.04 Daily on duty, off duty times will vary based on job requirements.
- 13.05 Office Hours: 8:30 a.m. - 12 noon; 1 p.m. - 5:00 p.m.
- 13.06 **Flexible Hours**

It is agreed by the parties that from time to time, programming requirements may necessitate staff working outside regular hours of work. Such need may be accommodated by mutual agreement between the Executive Director and the staff involved. Hours worked over an average of thirty-seven and one half (37 1/2) hours per week will be considered as overtime as per Article 14.

ARTICLE 14 OVERTIME

14.01 Compensation for Overtime

Overtime worked shall be compensated for at the rate of time and one-half (1 1/2) in lieu, to be taken at a time mutually agreed upon by the Employer and the employee.

14.02 Voluntary Overtime

Under normal operating circumstances, employees shall not be required to work overtime against their wishes when other qualified employees are available.

14.03 Taking Time in Lieu

Time in lieu must be taken within sixty (60) days and may not accumulate beyond forty (40) hours.

14.04 Authorization of Overtime

All overtime must be authorized by the Executive Director.

ARTICLE 15 DESIGNATED HOLIDAYS

15.01 For the purposes of this Agreement, designated holidays shall mean:

- | | |
|-------------------|---------------------------|
| 1. New Year's Day | 7. First Monday in August |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

Plus one (1) floater to coincide with the floating Designated Holliday that in-scope employees for the Department of Justice have.

15.02 All employees shall be entitled to his or her regular pay for each designated holiday that falls within their pay period. If a designated holiday falls on a regularly scheduled day off, employees shall be entitled to other time off at the appropriate rate of pay.

15.03 **Working on a Holiday**

An employee who is required to work on a designated holiday shall be paid at a rate of one and a one-half (1 1/2) times the regular rate of pay or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

ARTICLE 16 VACATIONS

16.01 **Definition**

Vacation means annual vacation with pay.

16.02 **Approval**

Vacation must be schedule in advance, and is subject to management approval.

16.03 **Vacation Year**

Vacation year means the twelve (12) month period commencing on April 1st and ending on March 31st the following year.

16.04 **Vacation Credits**

Vacation credited shall be earned on the following basis:

- a) During the first (1st) and subsequent years including the fifth (5th) year of continuous employment, one and one-quarter (1 1/4) days per month worked (fifteen (15) working days per year).
- b) During the sixth (6th) and subsequent years including the tenth (10th) year of employment, one and two-thirds (1 2/3) days per month worked (twenty (20) working days per year).
- c) During the eleventh (11th) and subsequent years of employment two and one-twelfth (2 1/12) days per month worked, (twenty-five (25) working days per year).

16.05 **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 one week to the following year.

16.06 **Vacation Schedule**

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

- a) Granted bereavement leave, or
- b) Granted sick leave if hospitalized for more than two (2) days, upon presentation of a medical certificate, or
- c) Granted other approved leave of absence, or
- d) When a statutory holiday falls on a day during an employee's vacation period, the period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee and approved by the Employer or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.

16.07 **Vacation Pay on Termination**

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

16.08 **Unbroken Vacation**

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

16.09 **Vacation Rotation**

Annual vacation shall be regulated on a mutually agreed rotation plan. Any disputes occurring will be resolved pursuant to regular seniority principles.

16.10 **Posting Vacation Schedule**

Vacation schedules shall be posted on May 1st of each year. Once posted, these dates cannot be changed without mutual consent of the employee(s) and the Employer. Seniority will not apply to vacation scheduling once the schedule is posted.

ARTICLE 17 SICK LEAVE

17.01 Definition

Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act, or due to required medical or dental appointments.

Whenever possible, employees shall endeavour to schedule appointments not related to the employment at SCMS on their EDO's.

17.02 Annual Paid Sick Leave

Sick leave credits shall accumulate from the date of employment on the basis of one and one-quarter (1 ¼ days) working days per month [fifteen (15) working days per year]. A working day is the regular working day of each employee.

Part-time employees shall accumulate Sick Leave on a pro rata basis based on the actual hours worked to a maximum of 15 working days per year. Part-time employees shall only be able to use their Sick Leave for days of work assigned to them at least 12 hours prior to their reporting their illness to the Employer. Part-time employees reporting sick for emergent shifts shall be granted leave without pay.

Casual Employees shall not accumulate Sick Leave. Should a Casual Employee become ill, they shall be granted leave without pay for those occurrences.

17.03 Accumulation of Annual Sick Leave

- a) The unused portion of an employee's sick leave shall accrue for her future benefit to a maximum of thirty (30) days. The record of an employee's accumulated sick leave credits shall be made available to each employee, in writing, upon an employee's request.

17.04 Leave of Absence While Sick

In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay to a maximum of 12 months.

17.05 **Proof of Illness**

The employee may submit a doctor's certificate where the employee uses three or more consecutive sick days. The Executive Director may require a doctor's certificate where the director believes a pattern of employee absenteeism exists

The employer shall pay any costs associated with a requested Sick Leave Note.

17.06 **Recognition of Social Illness**

The Employer and the Union recognize that mental illness and chemical addictions are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems.

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

17.07 **Sick Leave Use During Leaves of Absence**

An employee who is hospitalized at the time that a leave of absence without pay becomes effective, shall be entitled to claim use of accumulated sick leave credits for the duration of the hospitalization to the extent credits provide.

An employee who is hospitalized at the time a 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 or to the extent credits provide.

ARTICLE 18 LEAVE OF ABSENCE

18.01 The Employer agrees to pay normal earned salary and benefits to employees who are involved in negotiations with the Employer, during regular assigned hours and that the Employer is to charge the Union for reimbursement of the cost. Such costs shall only include:

- a) Actual lost wages,
- b) Employer's share of Unemployment Insurance premiums,

- c) Employer's share of Canada Pension contributions,
- d) Workers' Compensation premiums,
- e) Employer's share of premiums for any benefits (if any),

18.02 **Leave to Hold Office**

At the request of 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 with the consent of the Employer. During this time period there will be no accrual increments.

18.03 At the request of an employee who is elected to public office, she shall be granted unpaid leave of absence without loss of seniority for the term of public office. During this time period there will be no accrual increments.

18.04 **Bereavement Leave**

Bereavement leave with pay should be granted to an employee. Such leave shall consist of up to five (5) days annually taken off sick leave. Additional time without pay may be granted under extenuating circumstances and would be consider as an unpaid leave.

Bereavement leave will be applicable in the case of members of the immediate family, including spouse, mother, father, sister, brother, son, daughter, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

18.05 **Pressing Necessity Leave**

Necessary time off work with pay shall be granted to an employee for pressing personal matters or family matters beyond the employee's control, such as a natural disaster, or family illness involving a spouse, mother, father, sister, brother, son, daughter, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law. This leave is non-cumulative, and shall be deducted off accumulated sick leave.

18.06 **Leave of Absence**

Upon review, an employee may be granted a leave of absence without pay for up to one year. A written request must be submitted to the Executive Director and in turn by the Executive Director to the Board of Directors. Upon return, benefits and seniority will be restored.

18.07 **Maternity Leave**

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

- a) The Employer may require the employee to take maternity leave when the employee is unable to carry out her normal duties, or when in the opinion of a medical practitioner, such leave is warranted.
- b) Leave of absence for maternity/adoption leave shall be for up to twelve (12) months as requested, except in extenuating circumstances, where in the opinion of a medical practitioner, the leave shall be further extended. Such leave will be granted with assurance that the employee will resume employment in the same position, or in a comparable position, and at the same rate of pay occupied prior to the granting of such leave subject to negotiated wage increases.
- c) Notice of intention to return to work, or request for change of length of leave of absence must be forwarded to the Employer at least thirty (30) days prior to the expiration of the leave.
- d) The employee shall suffer no loss of accumulated seniority rights due to maternity, paternity and adoptive leave of absence. Seniority shall accumulate during the period of leave.

18.08 **Paternity/Adoption Leave**

An employee shall be entitled to twelve (12) months unpaid leave which can be taken in any combination before or after the birth or adoption of a child.

18.09 **Jury Duty**

Time spent on a scheduled working day by an employee required to serve as a juror, including jury selection, or court witness shall be considered as time worked at the appropriate rate of pay. Payments received from the courts will be returned to the Employer.

18.10 **Professional Development**

Employees shall receive three (3) days professional development plus three (3) days for attendance at conferences/professional development per year. The Employer is responsible for all associated costs. The employer will facilitate employee participation in relevant Professional Societies and Associations with consideration of the benefit to the employer and employee.

18.11 **Educational Leave**

Employees may be granted a leave of absence for educational purposes. Such leave shall be for a period of up to one (1) year. Such leaves shall not be unreasonably denied, and shall be subject to the operational needs of the Employer. Seniority shall not accrue (unless the education is related to the objectives and programs of the Employer).

18.12 Employees granted leaves of absence (except leaves granted under Articles 18.11) shall continue to earn seniority, and shall retain their accumulated seniority upon returning from a leave of absence, and shall be reinstated in their former position. Seniority will accrue at the same rate that it accrued for the last three (3) full pay periods prior to the employee going on the leave.

18.13 Employees shall provide at least thirty (30) days' notice to the Employer of their intention to return to work from any approved leave of absence without pay. This period shall only be shortened by mutual agreement. Any temporary appointments made as a result of the leave change will revert to their regular position. The Employer is not compelled to return the employee to any position if the thirty (30) days notice is not given, regardless of the agreed to terms of the leave.

18.14 **Notification of Other Employment**

It is understood between the parties that an employee shall provide written notice to the Employer if they are working for another employer, or personal business venture, during the term of any leave granted in accordance with Article 18.

ARTICLE 19 PAY ADMINISTRATION

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

19.02 **Increments**

- a) All employees shall be entitled to an annual increment upon completion of one thousand nine hundred and fifty (1950) hours. "Hours" include leaves where seniority accrues.
- b) With the exception of Sick Leave (17.02), Maternity Leave (18.07), Paternity/Adoption Leave (18.08), Jury Duty (18.09), leaves of absence in excess of one (1) month shall result in an adjustment of increment date to extend said date by the length of time of the leave beyond the one (1) month.

19.03 **Hiring Rates**

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

19.04 **Statement of Earnings**

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

19.05 **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.

19.06 **Calculation of Sick Leave, Increments and Vacation**

For the purposes of computing sick leave, increments and vacation entitlement, an employee who commences employment during the period from the first (1st) to the fifteenth (15th) of the month will receive credit for the month's service. Employees commencing employment from the sixteenth (16th) to the end of the month will be considered as commencing their service, for sick leave and vacation purposes, on the first (1st) day of the following month.

19.07 **Promotion**

On promotion of an employee, her rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than six (6) percent increase. In such a case, the rate of pay shall be adjusted to the step in the range yielding at least six (6) percent. In no case will the rate exceed the maximum of the range.

19.08 **Demotion**

The assigned pay rate shall be the same rate as in the former class or the next lower rate if the rate in the former class is above the maximum of the new class. There shall be no change of increment date.

19.09 **Pay Administration**

All staff shall be paid bi-monthly as negotiated from time to time by the Union/Management Committee.

19.10 **Temporary Performance of Higher Duties**

An employee who is temporarily assigned to a higher classification shall be paid for consecutive work days worked in excess of one day in accordance with the promotional formula in Article 19.07.

19.11 **Transfer**

If the assigned pay rate in the new class is the same as in the former, there shall be no change in increment date.

19.12 **Honoraria**

Staff may be in a position to receive funds from this source. Any honoraria gained will be transferred to the organization.

ARTICLE 20 JOB CLASSIFICATION AND RECLASSIFICATION

20.01 **Maintaining a Classification Plan**

The Employer shall maintain a position classification plan in which positions of a similar kind, difficulty and responsibility are included in the same class.

20.02 **Classification Shall be Submitted to the Union**

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

20.03 **Manual of Position Classifications**

Each staff member shall be provided a job description of his/her job in order that he/she may be provided the opportunity of performing in the most effective manner. These job descriptions shall reviewed annually by the employer and employee.

20.04 **Changes in Classification**

If an employee or the employer feel there is a material change to a job description then, either party will notify the Executive Director and the Union may request a review of the classification through the union management committee.

20.05 **Challenge from Senior Employees**

When reclassification is due to new or additional duties and responsibilities, the incumbent shall be appointed subject to challenge within 30 days of the reclassification being posted by senior employees within the classification. Should a challenge occur, the incumbent and all the challengers shall be deemed the applicants. The applicant with the necessary qualifications, knowledge, education, skills, and with the most seniority in the bargaining unit shall be appointed.

Should a challenger be appointed, the incumbent shall be appointed to the challengers position.

20.06 **Downward Reclassification**

No employee shall have his wages reduced as a result of downward reclassification. Wages however will be frozen until the new position attains the same level of pay as the employee is currently receiving. Such an employee's name shall be placed on a re-employment list for a class of positions similar to and with the same salary range as the position before it was downgraded.

ARTICLE 21 EMPLOYEE BENEFITS

21.01 Personal Property Loss

Employee's personal property loss or damage, by action of a client, shall be replaced or repaired at the expense of the Employer, if the employee was not negligent in the care of the property.

No employee shall receive more than \$200.00 in reimbursement for personal property loss in any fiscal year.

21.02 Liability Insurance

SCMS agrees to provide reasonable liability insurance for all employees.

ARTICLE 22 TRAVEL AND ALLOWANCES

22.01 Use of Employee Vehicle

- a) When a staff member is requested by the Employer, and agrees to use their car, mileage will be paid at the then current Public Service Commission rates.
- b) As a condition of employment, the Employer does not require any in-scope employee to own an automobile.

22.02 Meals and Accommodations

Employees shall receive a daily allowance of \$50.00 for meals and other incidental travel costs apart from accommodation. Any justifiable expense over the \$50.00 shall require a receipt.

Hotel Accommodations shall be at actual cost with receipts to be provided. Employees shall be entitled to receive \$50.00 per night (no receipt necessary) for private accommodation.

ARTICLE 23 SAFETY AND HEALTH

- 23.01 The Employer shall make all reasonable provisions for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards.

23.02 **Meetings**

The Employer and the Union agree to meet and to co-operate in resolving all unsafe, hazardous, or dangerous working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings.

23.03 **No Discipline**

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. Such job or equipment is not to be re-assigned until the Occupational Health and Safety Committee is satisfied with safety modifications.

23.04 **First Aid**

Adequate first aid supplies as agreed to by the Occupational Health and Safety Committee (based on Workers' Compensation Board recommendations) shall be made available in all Employer work sites.

ARTICLE 24 JOB-SECURITY

24.01 **Present Conditions and Benefits**

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

24.02 **Employer Amalgamation**

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

ARTICLE 25 TERM OF AGREEMENT

25.01 **Duration**

This Agreement shall be binding and remain in effect from April 1, 2009 to March 31, 2012 and shall continue from year to year thereafter unless either party gives to the other party notice in writing as set out in Article 25.04.

25.02 Changes in Agreement

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

25.03 Wage Re-opener

The Employer shall provide full disclosure to the Bargaining Chair within (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 negotiating amendments to the wages and/or benefits contained within this Collective Bargaining Agreement.

Following ratification of amendments, a joint letter shall be sent to the funding agent outlining distribution of funds.

25.04 Notice of Changes

Either party may, not less than thirty (30) days or more than sixty (60) days prior to the expiry date of this agreement, give notice in writing to the other party to renegotiate a revision thereof.

Appendix A

As of April 1, 2009

| Salary Rate | Period | Classifications | | | | Year |
|-------------|---------------|-----------------|--------------------------|-----------------|-------------------|----------|
| | | Reception | Clerical/ Bookkeeping | Caseworker | MSC Caseworker | |
| 1 | Hourly | \$ 12.60 | \$ 13.74 | \$ 17.18 | \$ 21.76 | 0 |
| | Weekly | \$ 94.48 | \$ 103.06 | \$ 128.83 | \$ 163.19 | |
| | Monthly | \$ 1,952.50 | \$ 2,130.00 | \$ 2,662.50 | \$ 3,372.50 | |
| | Annual | \$ 23,430.00 | \$ 25,560.00 | \$ 31,950.00 | \$ 40,470.00 | |
| 2 | Hourly | \$ 13.28 | \$ 14.43 | \$ 17.86 | \$ 22.45 | 1 |
| | Weekly | \$ 99.63 | \$ 108.22 | \$ 133.98 | \$ 168.34 | |
| | Monthly | \$ 2,059.00 | \$ 2,236.50 | \$ 2,769.00 | \$ 3,479.00 | |
| | Annual | \$ 24,708.00 | \$ 26,838.00 | \$ 33,228.00 | \$ 41,748.00 | |
| 3 | Hourly | \$ 13.97 | \$ 15.12 | \$ 18.55 | \$ 23.13 | 2 |
| | Weekly | \$ 104.78 | \$ 113.37 | \$ 139.14 | \$ 173.49 | |
| | Monthly | \$ 2,165.50 | \$ 2,343.00 | \$ 2,875.50 | \$ 3,585.50 | |
| | Annual | \$ 25,986.00 | \$ 28,116.00 | \$ 34,506.00 | \$ 43,026.00 | |
| 4 | Hourly | \$ 14.66 | \$ 15.80 | \$ 19.24 | \$ 23.82 | 3 |
| | Weekly | \$ 109.94 | \$ 118.52 | \$ 144.29 | \$ 178.65 | |
| | Monthly | \$ 2,272.00 | \$ 2,449.50 | \$ 2,982.00 | \$ 3,692.00 | |
| | Annual | \$ 27,264.00 | \$ 29,394.00 | \$ 35,784.00 | \$ 44,304.00 | |
| 5 | Hourly | \$ 15.35 | \$ 16.49 | \$ 19.93 | \$ 24.51 | 4 |
| | Weekly | \$ 115.09 | \$ 123.68 | \$ 149.44 | \$ 183.80 | |
| | Monthly | \$ 2,378.50 | \$ 2,556.00 | \$ 3,088.50 | \$ 3,798.50 | |
| | Annual | \$ 28,542.00 | \$ 30,672.00 | \$ 37,062.00 | \$ 45,582.00 | |
| 6 | Hourly | \$ 16.03 | \$ 17.18 | \$ 20.61 | \$ 25.19 | 5 |
| | Weekly | \$ 120.24 | \$ 128.83 | \$ 154.60 | \$ 188.95 | |
| | Monthly | \$ 2,485.00 | \$ 2,662.50 | \$ 3,195.00 | \$ 3,905.00 | |
| | Annual | \$ 29,820.00 | \$ 31,950.00 | \$ 38,340.00 | \$ 46,860.00 | |

Based on 1860 hours per annum
Averages 77.5 hours per bimonthly pay period

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

Signed on behalf of:
Saskatoon Community
Mediation Services

David Paisley, Chair
Bargaining Committee

Joanne Penz, Member
Bargaining Committee

Nicole Alberts, AAA

Tim Nolin, Executive Director

Dated at Saskatoon, Saskatchewan this ____ day of October, 2010.