

# **YORKTON WOMEN IN NEED INC.**

**April 24, 2018 to  
March 31, 2022**

**COLLECTIVE AGREEMENT**

**SGEU**

**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
YORKTON WOMEN IN NEED INC.  
AND  
SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5158  
APRIL 24, 2018 TO MARCH 31, 2022**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 4 day of July, 2019.**

**between**

**YORKTON WOMEN IN NEED INC.  
hereinafter referred to as "the Employer"**

**PARTY OF THE FIRST PART**

**and**

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

**PARTY OF THE SECOND PART**

**ARTICLE 1      PURPOSE**

The purpose of this Agreement shall be:

- 1.1            To establish wage rates, hours of work and other working conditions as outlined in the contract.
- 1.2            To maintain and improve cooperation and understanding between the Employer and the Employees.
- 1.3            To encourage efficiency and safety in operations.
- 1.4            To provide a high quality of service to the public.
- 1.5            To provide for a method for settlement of disputes and grievances of Employees covered by this Agreement.
- 1.6            To maintain and improve harmonious relations between the parties and to promote the morale, wellbeing and security of all the workers at Shelwin House, including the Employees in the Bargaining Unit of the Union.

**ARTICLE 2      SCOPE**

- 2.1            This Agreement shall cover all Employees of the Employer, working at Shelwin House in Yorkton, Saskatchewan, except the Executive Director, Manager, Assistant Director, Bookkeeper, members of the Board of Directors and Supervisory Employees.

### **ARTICLE 3 INTERPRETATION**

- 3.1 In this Agreement, the parties agree to use gender-neutral language.
- 3.2 **Union** means the Saskatchewan Government and General Employees' Union representing the Employees of Yorkton Women In Need Inc.
- 3.3 The **Employer** means Yorkton Women in Need Inc.
- 3.4 **Employee** means a person to which the terms of this Agreement apply.
- 3.5 **Executive Director** means the Executive Director of the Yorkton Women In Need Inc.
- 3.6 **Wages** means the scale as contained in Appendix A and the rules governing its application as contained in Article 21.
- 3.7 **Day** means the 24 hour period starting at 12:00 am and concluding at 12:00 am the following day.
- 3.8 **Week** means a 7 day period defined as Saturday midnight to the following Saturday midnight.
- 3.9 **Fiscal Year** is defined as April 1 to March 31.
- 3.10 **Transfer** means the movement of an Employee from one classification to another classification.
- 3.11 **Full-time Worker** means an Employee who has been appointed to a full-time position and works on a regularly scheduled basis.
- 3.12 **Part-time Worker** means an Employee who has been appointed to less than a full-time position, but is scheduled hours on a regularly scheduled basis.
- 3.13 **Casual Worker** means an employee who is called in as required and works on an hourly basis.

### **ARTICLE 4 RECOGNITION**

- 4.1 **Collective Bargaining Agent**
- 4.1.1 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 2.1.

## 4.2 **Recognition**

- 4.2.1 The Employer agrees to negotiate with the Union or its designated Bargaining Representatives concerning all matters affecting the relationship between the Employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.
- 4.2.2 The Union will supply the Employer's representative with the name of its Officers. The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business. 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.
- 4.2.3 No individual Employee shall be permitted or required to make a written or verbal agreement with the Employer or Employer representative which conflicts with the terms of this Agreement.
- 4.3 The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Employer.

## **ARTICLE 5 MANAGEMENT RIGHTS**

- 5.1 The Union recognizes that the following shall be the sole right and function of management:
- a) Management and the direction of the work force, including the right to plan, direct, schedule and control operations.
  - b) To maintain the discipline and efficiency of workplace, including setting work and Employee schedules.
  - c) To make and require Employees to observe Employer policies, rules and regulations.
  - d) To hire, lay off or relieve Employees from duties, to suspend, demote, transfer, promote, discipline and discharge Employees for just cause.
  - e) The right to assess the merit, ability, suitability and competence of its Employees.
- 5.2 Management rights shall be subject to the terms negotiated in this Agreement.
- 5.3 The parties agree that the enumeration of management's rights set out in Clauses 5.1 shall not exclude other functions not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

- 5.4 In exercising the foregoing rights, the Employer shall not evade or alter any of the specific provisions of this Agreement. The Employer further agrees not to exercise its rights under this Article or any other provision of this Agreement to discriminate against any Employee because of activity in or for the Union.

## **ARTICLE 6 UNION SECURITY**

### **6.1 New Employees**

- 6.1.1 The Employer shall inform new Employees of the fact that a Collective Agreement is in effect, and provide access to, or a copy of, the Collective Agreement.

- 6.1.2 Within thirty (30) days of hire, each Employee shall be scheduled for one shadowing shift with a designated Union Representative or Steward. During that shift, the Representative or Steward shall provide an orientation of the Employee on the rights, benefits and duties associated with Union membership.

### **6.2 Non-discrimination**

- 6.2.1 The Employer and the Union agree that there shall be no discrimination with respect to employment, or any term or condition of employment, as set out in *The Saskatchewan Human Rights Code*, by reason of age, race, creed, colour, national origin, religious affiliation, sex, gender, marital status, sexual orientation, gender identity, receipt of public assistance, nor by reason of membership or activity in the Union. Nothing in this paragraph shall prevent the Employer from creating reasonable bona fide occupational requirements for Shelwin House.

### **6.3 Union Membership**

- 6.3.1 Every Employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the Employee's employment.

- 6.3.2 Every new Employee shall, within thirty (30) days after the commencement of the Employee's employment, apply for and maintain membership in the Union and maintain membership in the Union as a condition of the Employee's employment.

- 6.3.3 Notwithstanding the above, any Employee in the Bargaining Unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the Employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.



**ARTICLE 7      CONTRACTING**

- 7.1            The Employer agrees that the Employer shall not eliminate a full-time or part-time position, or layoff any full-time or part time Employee, by contracting work to a third party. The Employer further agrees not to contract out work rather than calling in a casual Employee, although nothing in this Article prevents management from covering a shift at Shelwin House when casual employees are not available.
  
- 7.2            Nothing in this Article 7 shall prevent the Employer from accepting volunteers, students, co-op students, or any others from volunteering time at Shelwin House at any time, as long as the volunteers do not replace the hours normally worked by the Employees.

**ARTICLE 8      DUES CHECK OFF**

**8.1            Union Dues**

- 8.1.1          The Employer shall deduct, on behalf of the Union, from the Employee's pay all initiation fees, dues, assessments and levies. The Employer shall remit the deductions to the Union at the conclusion of each pay period.
  
- 8.1.2          The Employer shall provide with the dues submission a list of names, addresses and classifications of those who have incurred the deductions.
  
- 8.1.3          The Employer shall inform the Union of any new hires, resignations or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.
  
- 8.1.4          The Employer shall provide the information electronically.
  
- 8.1.5          The Employer shall include on the Income Tax (T4) the amount of Union dues paid by each Union member.

**ARTICLE 9      LABOUR RELATIONS**

**9.1            Employer Shall Notify Union**

- 9.1.1          The Employer shall provide the Union with notice, in advance where possible of:
  - a)            Changes to rules, guidelines, or law of the Government of Saskatchewan, as the funder of the Employer, which affect the working conditions of Employees.
  
  - b)            Policy changes being implemented by the Employer.

- c) Decisions which will result in restructuring, layoff or reorganization of the Employer.

9.1.2 This Article does not apply in cases of hiring, firing or disciplinary matters.

## **ARTICLE 10 SENIORITY**

10.1 The seniority for Employees shall be defined as the length of continuous service with the Employer from the original date of hire.

10.2 Seniority for casual support workers who are hired prior the signing of this first Collective Agreement shall be based on the date of hire. Seniority for casual support workers hired after the signing of the first Collective Agreement shall be defined as the number of hours worked for a casual support worker. 2,080 hours shall be the equivalent to one year of continuous service. In the event that a casual support worker is hired into a part-time or full-time classification, then the seniority of that Employee shall be based on the seniority date.

10.3 If a person is absent from work due to an accident or illness, they shall continue to accumulate seniority. If an Employee is absent from work because of layoff or authorized leave of absence, they shall continue to accumulate seniority.

10.4 The Employer shall maintain a seniority list of all Employees showing the date upon which each Employee entered the service of the Employer or in the case of casuals, the number of hours worked. The lists shall be updated and sent to the Union every three (3) months and remain posted on the bulletin board.

10.5 Seniority shall be broken and all rights forfeited when:

- a) An Employee is dismissed by the Employer for just cause.
- b) An Employee voluntarily leaves the service of the Employer and, in the case of a resignation, does not rescind the resignation within four (4) days.
- c) An Employee fails to report for work on recall or from layoff or after the end of an approved leave of absence for seven (7) calendar days.
- d) An Employee has not worked for the Employer for a period of three (3) months and is not on an approved leave of absence.

- e) An Employee fails to report to work without an approved leave of absence for three (3) consecutive shifts.
- f) In the event of a sickness or accident and is absent for a period in excess of twelve (12) months.

## **ARTICLE 11 PROBATION**

11.1 New Employees shall be on initial probation for a continuous working period of six (6) months during which time they shall not acquire seniority. Upon completion of the probation period, seniority shall be established retroactive to the date of hire. Employees terminated for any reason in the probation period will have no rights to filing a grievance or proceeding to arbitration. The probationary period for any employee may be extended by the Employer in the discretion of the Employer, in the following cases:

- a) Based on absences from work, probation may be extended by a minimum of the length of the Employee's absences during the probationary period.
- b) Where the initial probationary period of six (6) months is insufficient to determine an Employee's suitability for work, the Employer may extend the probationary period up to a maximum of twelve (12) months.
- c) Where there is a combination of absences, and questions on suitability, the probationary period may be extended to a maximum of twelve (12) months plus the length of all combined absences.

11.2 While on initial probation, an Employee does not acquire any seniority rights.

11.3 When an Employee moves from the position of a Casual Employee, as set out in Appendix A, to either a part-time or full-time position as set out in Appendix A, there shall be an additional probationary period of:

- a) Part-time – six (6) months from the date of transfer to part-time.
- b) Full-time – three (3) months from the date of transfer to full-time.

11.4 Temporary Out of Scope Appointments

- a) No Employee shall be appointed to an out of scope position without their consent, except in case of emergency.

- b) Employees temporarily filling an out of scope position shall accumulate seniority in their home position and shall continue to have Union dues deducted from their cheque and shall be entitled to all benefits and rights afforded by this Agreement.

**ARTICLE 12 LAYOFFS AND RECALLS**

- 12.1 When reducing staff or recalling laid off Employees, seniority in a classification shall prevail providing the senior Employee has the merit, ability, qualifications and fitness to handle the work to be performed and other necessary jobs within the workplace.
- 12.2 When the Employer recalls an Employee who has been laid off, they shall notify such Employee by telephone or text message to the Employee's cellular phone, or email at the email address provided by the Employee to the Employer. The Employee concerned must notify the Employer within five (5) business days of the telephone call, text message or email stating their acceptance or refusal of the employment offered. If an Employee fails to report for work within five (5) business days of mailing of such notice, but does report within thirty (30) days showing good cause for having failed to report within the five (5) business days, they shall be notified of the next vacancy and their seniority shall be retained. Good cause shall be sickness, verified by the certificate of a medical practitioner, insufficient travelling time or an accident.
- 12.3 It shall be the responsibility of the Employee to leave their current contact information with the Employer. The Employee may indicate preferred method of contact.

**ARTICLE 13 STAFFING, PROMOTIONS AND VACANCIES**

- 13.1 **Filling Positions by Competition**
  - 13.1.1 All vacancies and new positions covered in the scope of this Agreement shall be subject to competition within thirty (30) days prior to the vacancy, or as soon as reasonably possible, once the Employer is aware of the vacancy or new position. A vacancy is created where an Employee has retired from, or vacated, a position with the Employer. Where the Employer and the Union reach an agreement, job posting may not be required for that particular position.
  - 13.1.2 Casual Support Worker positions are entry level and do not need to be posted internally.
  - 13.1.3 In the event that a part-time support worker or full-time support worker wants to move to a casual support worker position, they shall be able to do so, with approval of the Employer and the Union, and shall retain their seniority.

## 13.2 **Temporary Positions**

13.2.1 Where the Employer has a temporary vacancy created by a leave of absence, the Employer may assign an Employee to fill the vacancy. Temporary assignments shall not exceed twelve (12) months unless agreed by the parties. This Article is intended to cover leaves of absence and not general coverage of shifts for absences or vacation.

13.2.2 The Employer agrees that temporary assignments shall be offered in the following order:

- a) Full-time Workers
- b) Part-time Workers
- c) Casual Workers

## 13.3 **Assignment and Coverage of Shifts**

13.3.1 Where there is general coverage required for a support worker shift, the Employer shall cover the shift by calling Employees in the following order for coverage:

- a) Full-time support worker Employees, up to the point of the Employee working forty (40) hours in a week.
- b) Part-time support worker Employees, up to the point of the Employee working forty (40) hours in a week.
- c) Casual support worker Employees, based on availability and ability to perform the work, and with a view to providing relatively equal opportunity to work shifts to each of the casual support workers.

## 13.4 **Job Competitions**

13.4.1 All Employees shall be sent a notice of job competitions which shall allow for a minimum of ten (10) days for applications to be submitted. The notice shall also be posted on the Union bulletin board and sent out via email.

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

13.4.3 Jobs may be externally posted simultaneously with Union personnel having first priority.

13.5 **Information of Posting**

13.5.1 The bulletin shall set out the following information:

- a) Name of position.
- b) A brief description.
- c) Qualifications required.
- d) Salary.
- e) Hours of work.
- f) Deadline date for application.
- g) Any other requirement for application.
- h) Any other pertinent information.

13.6 **Candidate Selection**

13.6.1 Posted positions within the scope of this Agreement shall be filled on the basis of merit, ability, qualifications and fitness as evaluated by the Employer to perform the work satisfactorily. In the case where there are one or more internal applicants, where merit, ability, qualifications and fitness are equal and sufficient, the senior applicant will be selected.

13.6.2 The parties agree that, where two internal applicants are scored within 8% of each other on merit ability, qualifications and fitness, the senior applicant will be selected.

13.7 **Notification of Successful Competition**

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

**ARTICLE 14 STRIKE AND LOCKOUT**

14.1 The parties agree that there shall be no strike or lockout as set out in the *Saskatchewan Employment Act* during the term of this Agreement.

**ARTICLE 15 DISMISSAL, SUSPENSION AND DISCIPLINE**

15.1 Where the Employer intends to meet with an Employee as part of an investigation or for disciplinary purposes, the Employee shall be notified, in advance, the purpose of the meeting and informed of the right to have a Steward or SGEU Labour Relations Officer present.

- 15.2 An Employee may choose to waive the right to Union representation and this shall be done so in writing.
- 15.3 The Employer shall remove any disciplinary documents from the Employee personnel file after four (4) years if the Employee has not received any further discipline.
- 15.4 Discipline will follow progressive discipline as follows:
- a) Verbal Reprimand
  - b) Written Reprimand
  - c) Suspension
  - d) Dismissal
- 15.5 In some cases, when warranted, the Employer may skip steps in the discipline process.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

- 16.1 Any unresolved complaint, disagreement or difference of opinion between the Employer or the Employees covered by the Agreement which concerns the breach, interpretation or application of the terms and provisions of this Contract, shall be considered a grievance.
- 16.2 An Employee who has completed their probationary period, who feels aggrieved within the terms of this Agreement or the Employer, may present a grievance. Any grievance which is not presented within fifteen (15) calendar days of the event shall be forfeited and waived by the aggrieved party. In the case of continuing grievances, all past violations prior to fifteen (15) days from the filing of the grievance shall be forfeited and waived.
- 16.3 All grievances shall be submitted to Management in writing and shall clearly set forth the issues and contentions of the aggrieved party.
- 16.4 The procedure for adjustment of grievances shall be as follows:
- 16.4.1 Step 1: By a discussion between the Shop Steward (with the aggrieved party present or absent at their option) and the party designated to deal with grievances by the Employer. A written decision on the matter shall be given to the aggrieved party within fifteen (15) calendar days.
- 16.4.2 Step 2: Failing agreement of subsection (a), the grievance shall be dealt with by the Executive Director or their duly appointed representative. A written decision on the matter shall be given to the aggrieved party within fifteen (15) calendar days.

- 16.4.3 Step 3: The parties may agree to mediation prior to advancing any dispute to arbitration.
- 16.4.4 Step 4: If a satisfactory settlement cannot be reached, then upon the request of either party, the matter shall be referred to arbitration established as per Article 17.
- 16.5 After the completion of any Step in Section 16.4, if the aggrieved party does not proceed to the next step within fifteen (15) calendar days, or any mutually agreed upon extension, the grievance shall lapse.

## **ARTICLE 17 ARBITRATION**

- 17.1 The Arbitration Panel shall be composed of one (1) Employer representative, one (1) Union representative, and one (1) person acceptable to both the Union and the Employer, who shall act as Chairperson. If agreement cannot be reached within seven (7) days in respect to the appointment of the Chairperson of the Arbitration Panel, the nominees for each party shall be tasked with selecting a Chairperson. In the event that the nominees cannot agree on a Chairperson, the parties may seek a Chairperson pursuant to *The Arbitration Act*.
- 17.2 No person shall serve on the Arbitration Panel if they are involved directly in the labour dispute, or grievance, under consideration.
- 17.3 Grievances taken before the Arbitration Panel shall be submitted in writing and shall specify clearly the nature of the grievance.
- 17.4 When the Arbitration Panel has been formed in accordance with this Article, it shall meet and hear the evidence of both sides and render a decision within thirty (30) days unless the parties have agreed to extend the deadline.
- 17.5 The Arbitration Panel, in reaching its decision, shall be governed by the provisions of this Agreement, and decision of a majority of the Panel shall be taken to be the decision of the Panel, and shall be final and binding on all the parties concerned. A Panel member may dissent in writing.
- 17.6 It is distinctly understood that the Arbitration Panel is not vested with the power to change, modify or alter this Agreement, in any of its parts. The Panel may, however, interpret the provisions of this Agreement and apply the law.
- 17.7 It is agreed that the expenses of the Chairperson of the Arbitration Panel shall be borne equally by the Employer and the Union. The expenses of each party's nominee shall be borne by the party.



**ARTICLE 18      BENEFITS AND LEAVES OF ABSENCE**

- 18.1            The Employer will enrol Employees in benefits plans. The terms and conditions of the benefits plans will be those negotiated by the Employer with the benefits provider. The qualification of any Employee for benefit plans, as well as the maintenance of the Employee benefit plans during any absence from work (including any leave of absence), shall be conditional upon the terms and conditions of the plans concerned. The coverage offered to each category of Employee, as set out in Appendix A, may vary.
  
- 18.2            For any plan where an Employee is required to pay some or all of the premium, there shall be an opt out for the Employee, so that they do not have to incur any cost to pay into the plan, if the Employee is willing to forego the coverage.
  
- 18.3            The Employer may grant discretionary leaves of absence, in the sole discretion of the Employer. Any Employee requesting a discretionary leave of absence must apply in writing, stating the reason, to their immediate supervisor. The supervisor, upon making their decision, will advise the Employee in writing.
  
- 18.4            For Union related leaves, Employees selected as delegates to attend labour conventions or business meetings in connection with the affairs of the Union, upon giving seven (7) days' notice, may be granted leave of absence without pay for a period not to exceed two (2) weeks per year. The Employer reserves the right to limit the number of delegates to one (1) delegate per event, or to refuse the leave, if the Union would interfere with the operation of Shelwin House.

**ARTICLE 19      STATUTORY HOLIDAYS**

19.1            The following days shall be considered holidays for which there shall be no deduction in pay:

New Year's Day	Good Friday	Victoria Day
Family Day	Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Canada Day	Boxing Day	

and any other days proclaimed as public holidays by Provincial authorities.

19.2            Statutory holidays may be observed on days other than the calendar date when agreed between the parties.

- 19.3 Employees will be paid for public holidays work as set out in *The Saskatchewan Employment Act*, specifically the Employee will be paid 5% of wages (excluding overtime) earned in the four (4) weeks preceding the public holiday.
- 19.4 If an Employee is required to work on a public holiday, they shall be paid according to *The Saskatchewan Employment Act*.

## **ARTICLE 20 ANNUAL VACATIONS**

- 20.1 Employees shall be entitled to an annual vacation after one (1) year of employment as follows:
- a) Three (3) weeks [fifteen (15) days] of vacation for Employees with one (1) year of service but less than ten (10) years of service.
  - b) Four (4) weeks [twenty (20) days] of vacation for Employees with ten (10) or more years of service.
  - c) Five (5) weeks [twenty five (25) days] of vacation for Employees with twenty (20) or more years of service.
- 20.2 Each Employee shall be provided with annual vacation pay, calculated as follows:
- a)  $\frac{3}{52}$ nds of the wages of the Employee after one (1) year of service.
  - b)  $\frac{4}{52}$ nds of the wages of the Employee after ten (10) years of service.
  - c)  $\frac{5}{52}$ nds of the wages of the Employee after twenty (20) years of service.
- 20.3 Vacations can be accumulated or carried over from one year to another by mutual agreement.
- 20.4 When a public holiday occurs during an Employee's vacation, that day shall not count toward the Employee's vacation time.
- 20.5 If the employment of an Employee is terminated, the Employer shall pay them for any vacation time they have earned.

## **ARTICLE 21 HOURS OF WORK AND OVERTIME**

- 21.1 Overtime shall be paid for all hours in excess of:
- a) Forty (40) hours in a week.

- b) Ten (10) hours in a day, if an Employee is scheduled for four (4) – ten (10) hour shifts per week.
- c) Eight (8) hours in a day, in all other cases.

21.2 The Employer has the sole right to determine shifts required for the operation of the business and to set the schedule for work. Nothing in this Agreement guarantees any work, or any number of hours of work in a week, for any Employee.

21.3 The Employer shall grant Employees rest periods and meal breaks as required by *The Saskatchewan Employment Act*.

21.4 All overtime hours shall be paid for at the rate of one and one-half (1½) times the Employee's regular rate of pay.

## **ARTICLE 22 WAGE RATES, CLASSIFICATIONS AND WAGE REOPENER**

22.1 The Employer will continue its practice of paying salaries and wages as provided under this Agreement to Employees as in its past practice.

22.2 The Employer and the Union agree and acknowledge that the budget of Shelwin House is based on funding received from the Government of Saskatchewan. As a government funded organization, Shelwin House's budget is subject to amounts provided by government. Accordingly, any adjustments in wages, compensation, benefits or other budget items will be based on government funding provided. The Employer and the Union accept that adjustments to compensation may be required as a result of changes in government funding to maintain appropriate staffing levels at Shelwin House.

22.3 Classifications and wage rates covered by this Agreement shall be as set out in Appendix A. The wage rates for each classification may be negotiated by Shelwin House and the Union, based on government funding provided, when the budget is delivered. Either party may request to renegotiate wages and the requesting party shall provide in writing a minimum of fourteen (14) days of notice to negotiate wages as set out in Appendix A, when a new budget is provided by the government.

## **ARTICLE 23 OCCUPATIONAL HEALTH AND SAFETY**

23.1 Harassment is illegal under The Saskatchewan Human Rights Code and The Saskatchewan Employment Act. It is the Employer's responsibility to provide a workplace free from harassment. The Employer and the Union recognize and accept that it is the responsibility of management and Employees to prevent harassment, and not to engage or participate in any conduct that constitutes harassment.

- 23.2 The Employer shall make reasonable provisions for the safety and health of the Employees during working hours.
- 23.3 For the continued protection of Employees, the Employer retains the right to require an Employee to submit to a medical examination by an Employer designated medical professional or specialist. The Employer may use the report generated by the medical professional to determine whether the Employee can perform duties in a safe and satisfactory manner.
- 23.4 The Employer and Union shall set up a committee in accordance with *The Saskatchewan Employment Act* and Union Bylaws and operate within the terms of such Act.

**ARTICLE 24 NOTICE AND BULLETIN BOARDS**

- 24.1 The Employer agrees to furnish and install a notice or bulletin board at Shelwin House in a place accessible to the Employees. Notices shall only be posted by an elected Union Representative.

**ARTICLE 25 MISCELLANEOUS**

- 25.1 The Union will supply the Employer with the names of its Officers and Stewards in order that the Employer may carry out the provisions of this Agreement.

**ARTICLE 26 TECHNOLOGICAL AND ORGANIZATIONAL CHANGE**

- 26.1 The Employer agrees to comply with *The Saskatchewan Employment Act* if it intends to institute a technological or organizational change within the meaning of the Act.

**ARTICLE 27 DURATION OF AGREEMENT**

- 27.1 The term of this Agreement shall be from April 24, 2018 to March 31, 2022.
- 27.2 Either party may, not less than sixty (60) days nor more than ninety (90) days prior to the expiry date of this Agreement, give notice in writing to the other party to negotiate a revision of the Agreement.
- 27.3 At the commencement of negotiation each party shall provide the other with its proposals to amend the Agreement.

## APPENDIX A - CLASSIFICATIONS AND PAY RATES

Classification	Rate of Pay
Full-time Support Worker	\$17.69/hour – probation \$18.40/hour – post-probation \$19.73/hour – after 1 year \$20.12/hour – after 2 years \$20.56/hour – after 3 years \$20.96/hour – after 4 years
Part-time Support Worker	\$17.69/hour – probation \$18.40/hour – post-probation \$19.73/hour – after 2 years \$20.12/hour – after 4 years \$20.56/hour – after 6 years \$20.96/hour – after 8 years
Casual Support Worker	\$17.69/hour
Child Support Worker	\$17.69/hour
Outreach Worker	\$ TBD
Following completion of the probationary period, Full-time Support Worker, Part-time Support Worker and the Outreach Worker positions receive 8% pension (4% paid by the Employee out of wages and 4% paid by Shelwin House).	

**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and YORKTON WOMEN IN NEED INC.** 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 4 day of July, 2019.

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

Signed on behalf of:  
**Yorkton Women In Need Inc.**

Original Singed By \_\_\_\_\_  
Dakota Cmoc  
Chair of the Bargaining Unit

Original Singed By \_\_\_\_\_  
Susan Furber  
Executive Director

Original Singed By \_\_\_\_\_  
Gladys Perepeluk  
Bargaining Committee Member

Original Singed By \_\_\_\_\_  
Kim Hyshka  
Assistant Director

Original Singed By \_\_\_\_\_  
Mary Ann Harrison  
Labour Relations Officer

Original Singed By \_\_\_\_\_  
Steve Seiferling  
Legal Counsel