

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

**APRIL 1, 2022 –  
MARCH 31, 2025**

**COLLECTIVE AGREEMENT**

**SGEU**

**Saskatchewan Government and General Employees' Union**

**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5571**

**APRIL 1, 2022 TO MARCH 31, 2025**

# TABLE OF CONTENTS

	PAGE
<b>ARTICLE 1 INTERPRETATION.....</b>	<b>1</b>
<b>ARTICLE 2 SCOPE .....</b>	<b>3</b>
2.1 Scope.....	3
<b>ARTICLE 3 UNION SECURITY .....</b>	<b>4</b>
3.1 Recognition .....	4
3.3 Non Discrimination .....	4
3.4 Union Membership .....	4
3.5 Union Dues/Check-Off/Membership Info.....	5
3.6 Income Tax (T-4) Slips.....	5
3.7 New Employees .....	5
3.8 Temporary Out-of-Scope Appointment .....	5
3.9 Bulletin Boards & Union Communication .....	5
3.10 Right of Union Representative .....	6
3.11 Sexual/Racial Harassment.....	6
3.12 Contracting Out.....	6
<b>ARTICLE 4 UNION/MANAGEMENT COMMITTEE .....</b>	<b>6</b>
4.1 Joint Union Management Committee (UMC).....	6
4.2 Composition of Committee .....	6
4.3 Meeting as Required .....	7
4.4 Jurisdiction of Committee .....	7
4.5 Meeting – No Wages Lost.....	7
<b>ARTICLE 5 PERSONNEL POLICIES .....</b>	<b>7</b>
<b>ARTICLE 6 COACHING, DISCIPLINE, SUSPENSION, DISMISSAL.....</b>	<b>7</b>
6.2 Coaching.....	7
6.3 Progressive Discipline .....	7
6.4 Disciplinary Action.....	8
6.5 Burden of Proof .....	8
6.6 Personnel Records.....	8
6.7 Verbal Reprimand .....	9
6.8 Recording of Written Reprimand, Suspension and Dismissal.....	9
6.9 Suspension .....	9
6.10 Dismissal.....	9
<b>ARTICLE 7 GRIEVANCE PROCEDURE.....</b>	<b>9</b>
7.1 Definition of Grievance .....	9
7.2 Stewards .....	9
7.3 Names of Stewards.....	10
7.4 Permission to Leave Work .....	10
7.5 Procedure.....	10
7.6 Deviation from Grievance Procedure .....	12
7.7 Time Limits.....	12
7.8 Access to Grievance Information from Employer .....	12

## TABLE OF CONTENTS

	PAGE
<b>ARTICLE 8</b>	<b>MEDIATION / ARBITRATION ..... 12</b>
8.1	Mediation ..... 12
8.2	Arbitration..... 14
<b>ARTICLE 9</b>	<b>SENIORITY ..... 15</b>
9.2	Seniority List..... 15
9.3	Maintenance and Accrual..... 15
9.4	Loss of Seniority..... 16
9.5	Return to Scope ..... 16
<b>ARTICLE 10</b>	<b>APPOINTMENTS AND STAFF CHANGES..... 17</b>
10.1	Notification of Current Address ..... 17
10.2	Filling Positions by Competition ..... 17
10.3	Job Postings..... 17
10.4	Information on Postings ..... 17
10.5	No New Employees..... 17
10.6	Role of Seniority Appointments ..... 18
10.7	Notice of Filling Vacancy ..... 18
10.8	Notice of Resignation ..... 18
<b>ARTICLE 11</b>	<b>PROBATION..... 18</b>
11.1	Probation..... 18
<b>ARTICLE 12</b>	<b>JOB ABOLITION, LAYOFF, AND RECALL..... 18</b>
12.3	Notification of Layoff..... 19
12.4	Method of Layoff ..... 19
12.6	Method of Bumping..... 20
12.7	Re-Employment Lists ..... 20
<b>ARTICLE 13</b>	<b>HOURS OF WORK..... 21</b>
<b>ARTICLE 14</b>	<b>OVERTIME ..... 22</b>
<b>ARTICLE 15</b>	<b>DESIGNATED AND STATUTORY HOLIDAYS..... 23</b>
<b>ARTICLE 16</b>	<b>VACATION ..... 24</b>
16.1	Definition ..... 24
16.2	Vacation Year..... 24
16.3	Vacation Credits..... 24
16.4	Carry Over of Vacation..... 24
16.5	Vacation Schedule Broken ..... 24
16.6	Vacation Pay ..... 25
16.7	Unbroken Vacation..... 25
16.8	Vacation Schedule ..... 25
<b>ARTICLE 17</b>	<b>SICK LEAVE..... 25</b>
17.1	Definition of Sick Leave..... 25
17.2	Basis Earned..... 26
17.4	Use of Sick Leave ..... 26
17.5	Mental Health..... 26

## TABLE OF CONTENTS

	PAGE
17.6	Proof of Illness/Fit to Return to Duties..... 26
17.7	Sick Leave Credit Record ..... 27
<b>ARTICLE 18</b>	<b>STAFF WELLNESS DAYS (SWD)..... 27</b>
<b>ARTICLE 19</b>	<b>LEAVES OF ABSENCE ..... 27</b>
19.1	Union Business ..... 27
19.4	Compassionate Leave ..... 28
19.5	Interpersonal and Sexualized Violence Leave ..... 28
19.6	Pressing Necessity Leave ..... 29
19.7	Parental Leave ..... 29
19.8	Jury Duty ..... 30
19.9	General Leave..... 30
19.10	Education Leave ..... 30
19.11	Benefits Earned While on Leaves of Absence Without Pay ..... 30
<b>ARTICLE 20</b>	<b>PAY ADMINISTRATION..... 31</b>
20.2	Hiring Rates ..... 31
20.4	Statement of Earnings..... 31
20.5	Temporary Performance of Higher Duties..... 31
20.6	Travel and Sustenance ..... 31
<b>ARTICLE 21</b>	<b>POSITION DESCRIPTION AND REALLOCATIONS ..... 31</b>
<b>ARTICLE 22</b>	<b>SAFETY AND HEALTH..... 32</b>
<b>ARTICLE 23</b>	<b>TECHNOLOGICAL CHANGE ..... 32</b>
23.1	Technological Change ..... 32
<b>ARTICLE 24</b>	<b>MANAGEMENT RIGHTS ..... 33</b>
<b>ARTICLE 25</b>	<b>EMPLOYEE BENEFITS ..... 33</b>
25.1	Long Term Disability Plan ..... 33
25.2	Pension Plan..... 33
25.3	Employee Family Assistance Program..... 33
<b>ARTICLE 26</b>	<b>TERM OF AGREEMENT ..... 34</b>
26.2	Changes in Agreement ..... 34
26.3	Open Period ..... 34
26.4	Wage Re-opener ..... 34
<b>APPENDIX "A"</b>	<b>..... 35</b>
<b>SIGNING PAGE</b>	<b>..... 36</b>

**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 6<sup>th</sup> day of December 2022.**

**between**

**Saskatoon Sexual Assault Information Centre 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**

**PURPOSE OF AGREEMENT**

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

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

The parties therefore agree as follows:

**ARTICLE 1 INTERPRETATION**

- 1.1 **Bargaining Unit** means Saskatoon Sexual Assault and Information Centre, Inc., certified by SGEU as determined by the Labour Relations Board.
- 1.2 **Executive Director** means the person to whom the Board of Directors has delegated general responsibility for the Management of services.

1.3 **Demotion** is defined as the movement of an employee from one position to another position that has a salary range with a lower maximum.

1.4 **Employee**

1.4.1 **Permanent Employee:**

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

1.4.2 **Probationary Employee:**

Any employee whose initial employment is on a trial basis established for a period of time (probationary period) in accordance with Article 11.1.

1.4.3 **Part-time Employee:**

Means an employee who is scheduled to work less than fulltime hours on a regular basis

1.4.4 **Job Share Employee:**

Job-share shall mean the sharing of a permanent position by two (2) employees, one of whom is the permanent incumbent of the position, where mutually agreed by the Employer and the union.

1.4.5 **Temporary Employee:**

Means an employee hired into a position with a defined start and end date and will be limited to the following:

- a) Backfill for (General Leave) definite leave
- b) Projects funded by other agencies
- c) Backfill during the staffing process
- d) Backfill for extended sick leaves
- e) Emergent situations
- f) Job share backfills
- g) Special circumstances as agreed to by the parties

1.4.6 **Casual Employee:**

Means a person engaged to perform work of a casual or emergent nature. Where a casual employee works more than twenty-six (26) days in any two

(2) consecutive month period said employee will be reclassified as a part time employee unless otherwise agreed to by the parties.

- 1.5 **Employer:** Means The Saskatoon Sexual Assault & Information Centre, Inc.
- 1.6 **Promotion** means the movement of an employee from one (1) position to another position that has a salary range with a higher maximum.
- 1.7 **Pro-rata Basis** means pro-rated according to the time worked while employed, as a percentage of time worked by full-time employees in the same classification.
- 1.8 **Transfer** means the movement of an employee from one (1) position to another position that has a salary range with the same maximum.
- 1.9 **Union** means the Saskatchewan Government and General Employees' Union.
- 1.10 **Staff Support Shifts** are shifts that are normally worked by trained volunteers on an on call basis to assist crisis line volunteers and are paid an honourarium.

## **ARTICLE 2 SCOPE**

### **2.1 Scope**

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

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

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

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



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

### **ARTICLE 3 UNION SECURITY**

#### **3.1 Recognition**

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees within the Union's scope. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning matters affecting the relationship between such employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

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

#### **3.3 Non Discrimination**

The Employer and the Union agree there shall be no discrimination, with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of including but not limited to age, race **or perceived race**, creed, colour, **nationality, place of origin, ancestry**, political or religious affiliation, sex, marital status, **family status, receipt of public assistance**, sexual orientation, **gender identity**, disability, nor by reason of membership or activity in the Union or any other reason within the context of human rights.

#### **3.4 Union Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and

maintain membership in the Union as a condition of employment, provided that any employee within the scope of the Union who is not required to maintain membership or apply for maintain membership in the Union shall as a condition of employment tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

### 3.5 **Union Dues/Check-Off/Membership Info**

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

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

3.5.2 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.

3.5.3 The Employer where possible shall provide the information electronically.

3.5.4 The Union shall provide the electronic template to the Employer.

### 3.6 **Income Tax (T-4) Slips**

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

### 3.7 **New Employees**

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

### 3.8 **Temporary Out-of-Scope Appointment**

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

### 3.9 **Bulletin Boards & Union Communication**

The Employer shall make available to the Union a bulletin board, in the Agency, so that the employees have access to it, upon which the Union shall

have the right to post notices and information which may be of interest to the employees. **The Employer shall allow the Union access to their work email for the purposes of internal communications and to distribute information of interest to the employees. The Union agrees not to post any material that may be defamatory to the Employer.**

3.10 **Right of Union Representative**

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

3.11 **Sexual/Racial Harassment**

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

3.12 **Contracting Out**

**It is not the intention of the Employer to create positions outside of the bargaining unit and the Employer agrees not to contract out bargaining unit work which results in the lay-off or reduction in work of bargaining unit employees.**

**However, the Employer retains the right to contract out services from time to time as it shall be deemed necessary.**

**The Employer agrees to provide reasonable notice of such contracting out to the Union and further agrees to consult with the Union if a significant amount of work contracted out is identified that could be financially feasible to be included within the bargaining unit.**

**ARTICLE 4 UNION/MANAGEMENT COMMITTEE**

4.1 **Joint Union Management Committee (UMC)**

**A joint committee shall be set up to deal with such matters of mutual concern as may arise from time to time. The Committee shall endeavour to meet once every six months. Earlier meetings may be scheduled upon request by either party.**

4.2 **Composition of Committee**

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

4.3 **Meeting as Required**

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

4.4 **Jurisdiction of Committee**

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

4.5 **Meeting – No Wages Lost**

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

**ARTICLE 5 PERSONNEL POLICIES**

5.1 The Employer will provide a copy of the personnel policies, as they are developed and any changes made thereto, to the Saskatoon Sexual Assault and Information Centre Bargaining Chair and to the Union office and a copy will be made available for the employees.

Such policies shall not be inconsistent with this Collective Agreement.

**ARTICLE 6 COACHING, DISCIPLINE, SUSPENSION, DISMISSAL**

6.1 Both parties agree every effort shall be made through discussion and consultation in an attempt to resolve problems with respect to employee performance prior to the initiation of disciplinary action.

6.2 **Coaching**

**It is understood that the intent of coaching is to mentor and support the employee within the workplace and is non-disciplinary.**

6.2.1 **Records of coaching documents on an employee's personnel file shall be removed from the file after eighteen (18) months unless further coaching has been required within that period. When such documents are removed, they shall be returned to the employee or to the Union.**

6.3 **Progressive Discipline**

In the event the Employer initiates disciplinary action against an employee, except in cases of serious misconduct, the practice of progressive discipline will take place as follows:

The Employer agrees to follow the principles of progressive discipline.

Failure to comply with the Employer's policies, procedures, regulations, or meet work expectations may result in one (1) of the following actions being taken by the Employer:

- a) Verbal reprimand
- b) Written reprimand
- c) Suspension with or without pay
- d) Termination of employment

All discipline will be for just cause.

#### 6.4 **Disciplinary Action**

An employee required to meet with an employer where a **verbal reprimand**, written reprimand, suspension or dismissal is being delivered shall be entitled to have a union representative present at the meeting. In emergent circumstances the employer may arrange for union representation. The union representative and the employee will be given **a few minutes** to meet separately before the meeting begins and sufficient time **to debrief** following the meeting.

In the event the employee **refuses** union representation, the employee must reduce that decision to writing before the meeting begins, and a copy of the same shall be provided to the **union representative** by the employer.

#### 6.5 **Burden of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer.

#### 6.6 **Personnel Records**

Personnel records of an employee shall be open to **their** scrutiny upon request and in the presence of the employer. A union representative upon request in writing by the employee, delivered to the employer, shall have access to the file in the presence of the employer. An employee may request to add any pertinent information to **their** file. No evidence from the employee's record may be introduced as evidence in any hearings of which the employee was not aware at the time material was placed in **their** file.

The Executive Director or **their** representative shall be present with the employee and/or Union Representative during viewing of the file.

Records of disciplinary action on an employee's personnel file shall be removed from the file after twenty-four (24) months, unless there are

disciplinary documents placed on the employee's file within that period. When such documents are removed, they shall be returned to the employee or to the Union.

**6.7 Verbal Reprimand**

The Executive Director shall verbally outline to the employee any reasons for the reprimand and how **they** should correct **their** work and/or behaviour. A verbal reprimand shall be recorded and placed on the employee's personal file. A copy shall be provided to the employee and the shop steward.

**6.8 Recording of Written Reprimand, Suspension and Dismissal**

Written reprimands, suspension and dismissal will be recorded by means of a letter to the employee and placed on their personnel file. A copy of the letter will be delivered to the shop steward.

**6.9 Suspension**

Where deemed appropriate by management, suspension with or without pay may be effected. The employee will be given notice of suspension and reasons for it in writing. A copy will be provided to the shop steward.

**6.10 Dismissal**

Dismissal for cause and without notice shall be effected by the Executive Director or a manager acting in **their** place. The employee shall be informed in writing for the reason for the dismissal and copy of the letter shall be provided to the shop steward.

Employees who are within their probationary period may be dismissed because of general unsuitability.

**ARTICLE 7 GRIEVANCE PROCEDURE**

**7.1 Definition of Grievance**

A grievance shall be defined as any unresolved difference or dispute between the Employer and any employee(s) within the Union as to the interpretation, application or alleged violation of any provision of this agreement.

**7.2 Stewards**

The Employer agrees to recognize that the duties of a steward shall be to assist any employee whom the steward represents, in preparing and presenting **their** grievance in accordance with the Grievance Procedure.

Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the Executive Director. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

### 7.3 **Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and two (2) alternates who may act when **they are** not available.

### 7.4 **Permission to Leave Work**

- a) Any employee who feels **they have** been aggrieved or any employee with relevant grievance information shall receive permission from **their** supervisor to leave up to thirty (30) minutes without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time, as soon as possible.
- b) A steward or elected officer of the Union shall receive permission to leave assigned duties up to thirty (30) minutes in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss in pay for the time so spent. The matter shall be dealt with as promptly as possible while on work time.
- c) No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

### 7.5 **Procedure**

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. The employee/steward shall attempt to resolve the dispute through a meeting with the Executive Director.

Both parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the dispute.

#### 7.5.1 **Step 1 – Filing a Grievance**

Failing resolution of the dispute, at the meeting referred to in Article 7.5 or following a dismissal the grievance shall be submitted in writing by the steward or SGEU Labour Relations Officer on behalf of the aggrieved to the Executive Director within fifteen (15) calendar days.

The Executive Director shall render a written decision to the SGEU Labour Relations Officer with a copy to the grievor and steward within fifteen (15) calendar days of receipt of the grievance.

#### Step 2 – Meeting

Upon receipt of the Step 1 letter, the SGEU Labour Relations Officer within fifteen (15) calendar days shall request a meeting with the Executive Director or designate. The meeting shall be scheduled within fifteen (15) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

The meeting shall include the grievor, steward if available, the SGEU Labour Relations Officer and the Employer. Whenever possible the meeting will occur during work hours. There shall be no loss of pay for the grievor and the steward.

The meeting shall:

- a) Attempt to ascertain the facts and negotiate a resolution.
- b) If possible, agree to a joint statement of facts.
- c) Based on the meeting the SGEU Labour Relations Officer and the Executive Director may agree in writing to mediate the dispute.

If settlement is not reached at Step 2, the Executive Director or designate shall render the decision in writing within fifteen (15) calendar days of the last scheduled meeting.

#### Step 3 – Mediation

If settlement is not reached at Step 2, by mutual agreement the parties within fifteen (15) calendar days may apply for Mediation.

#### Step 4 – Arbitration

If settlement is not reached at Step 3, the SGEU Labour Relations Officer within fifteen (15) calendar days may apply for Arbitration.

The grievor(s) and steward shall receive leave with pay to attend grievance meetings with the Employer.

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.



## 7.5.2

### Special Measures

- a) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

## 7.6

### Deviation from Grievance Procedure

After a grievance has proceeded to Step 1 by the Union, the Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee.

## 7.7

### Time Limits

At any stage during the Grievance Procedure the time limits may be extended by mutual agreement between the parties.

It is not the intention of the Employer or the Union to evade the settlement of grievances on a procedural technicality, however, it is clearly understood that the time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason why.

## 7.8

### Access to Grievance Information from Employer

The Employer agrees to provide to the Union or Steward relevant payroll information when requested in writing and accompanied by signed authorization of the employee concerned.

## ARTICLE 8

### MEDIATION / ARBITRATION

## 8.1

### Mediation

The Union and the Employer agree the best resolution to disagreements or disputes is a solution worked out between the parties. It is agreed the parties by mutual agreement may engage mediation services to resolve a grievance. The mediator shall be agreed to by the Employer and the Union, and the costs associated with the mediation process, if any, shall be equally shared between the parties.

When any employee is requested to participate during the mediation process the Employer shall grant leave without loss of pay which shall be paid by the Employer.

#### 8.1.1 Selection of a Mediator

The parties shall reach agreement on a mutually acceptable mediator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have a mediator appointed.

#### 8.1.2 Role of the Mediator

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

#### 8.1.3 Rules Applicable to Grievance Mediation

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

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

Anything said or done at mediation shall not be used against either the Employer, employee or the Union at any subsequent arbitration.

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

No transcripts or records shall be kept by the mediator other than the mediation occurred, when, where, the parties to the dispute and whether settlement was achieved.

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

#### 8.1.4 Grievance Mediation Process

The mediator shall provide an introduction of the mediation process, e.g., concept, ground rules, process and questions.

The process shall be determined by the parties to the mediation with respect to the Collective Agreement, opportunities to comment, and meeting as a group or individually with the mediator.

If a settlement can be reached, the terms of the settlement shall be put in writing, and signed by the parties.

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

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

## 8.2 **Arbitration**

### 8.2.1 Selection of an Arbitrator

The parties shall reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have an arbitrator appointed.

### 8.2.2 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 presentations. The arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

The arbitrator 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.

In the event that an employee is called as a witness in an arbitration hearing, 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 in accordance with Article 19, and expenses paid by the Union.
- c) If called by the arbitrator, the parties shall share equally the costs.

### 8.2.3 Decision of the Arbitrator

The arbitrator shall render a decision within thirty (30) days of the end of the hearings.

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.

8.2.4 Expenses of the Arbitrator

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

**ARTICLE 9 SENIORITY**

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

Seniority shall not be counted during an employee's **initial** probationary period, however, once the probationary period has been completed, seniority shall be credited **retroactive to the date on which they commenced employment.**

9.2 **Seniority List**

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

- a) The date upon which the employee entered the service of the Employer, subject to Article 9.5.
- b) Seniority in accordance with Article 9.1.
- c) The list shall be open to challenge from the date of posting and correction made upon proof that an error exists.
- d) The current seniority list shall be posted on February 1st of each year. A copy shall be provided to the Union.
- e) The seniority list, as established through negotiations, is not subject to challenge.

9.3 **Maintenance and Accrual**

Seniority shall be maintained and accrued during:

- a) All periods of paid leave.
- b) Leave of absence without pay for periods not exceeding thirty (30) days.
- c) Parental Leave (maternity, paternity and adoption).

- d) Wage replacements benefits for a period of one (1) year or less from Workers' Compensation benefits, SGI benefits, and Long Term Disability benefits.
- e) **As required by human rights legislation.**
- f) **Mandatory leaves of absences as per *The Saskatchewan Employment Act*.**

#### Maintenance of Seniority

Seniority shall be maintained, but shall not accrue during:

- a) Periods of unpaid leaves of absence over thirty (30) days.
- b) Layoff.
- c) Appointments to a permanent out of scope position.
- d) Wage replacement benefits for a period longer than one (1) year for Workers' Compensation benefits, SGI benefits and Long Term Disability benefits.
- e) Employees under Article 12.7 Re-Employment Lists
- f) Employees under Article 19.3.

### 9.4

#### **Loss of Seniority**

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

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

### 9.5

#### **Return to Scope**

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

## **ARTICLE 10 APPOINTMENTS AND STAFF CHANGES**

### **10.1 Notification of Current Address**

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

### **10.2 Filling Positions by Competition**

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

### **10.3 Job Postings**

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

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

The Union and the Employer may mutually agree that the **posting** of a particular position is not required, and where such agreement is reached **in writing**, the Employer will not **post** the position.

### **10.4 Information on Postings**

Such notice shall contain the following information:

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

### **10.5 No New Employees**

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

10.6            **Role of Seniority Appointments**

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

10.7            **Notice of Filling Vacancy**

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

10.8            **Notice of Resignation**

An employee shall provide fourteen days (14) days' written notice of resignation to the Employer.

**ARTICLE 11      PROBATION**

11.1           **Probation**

Newly hired employees shall be on probation for a period of six (6) calendar months from their date of hire. By mutual agreement of the parties, an extension may be granted for an additional three (3) calendar months.

During the probation period, employees shall be entitled to all rights and benefits of this agreement, **however a probationary employee may be terminated for reason of general unsuitability. Seniority application for probationary employees is outlined in Article 9.**

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

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

12.2           A layoff shall be defined as:

- a)        For a full-time employee, a reduction of the hours of work as set out in Article 13.1 or;
- b)        The elimination or abolition of an employee's position.

### 12.3

#### **Notification of Layoff**

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

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

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

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

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

### 12.4

#### **Method of Layoff**

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

Such laid-off employees may exercise their right to bump as outlined in Article 12.6.

### 12.5

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



- a) When an employee's job is abolished and the employee chooses to resign.
- b) When an employee is removed from the seniority list under Article 9.4 c).
- c) When an employee chooses to resign at the time of layoff.

12.6 **Method of Bumping**

Options of Permanent Employees who have received notice of Position Abolishment:

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

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

12.6.1 An employee, provided **they are** qualified and has more seniority, shall bump downward the employee with the least seniority in the same or lower classification in descending order.

12.6.2 Employees displaced by being bumped, shall have the same rights as available to the employee whose position was abolished or was laid-off.

12.7 **Re-Employment Lists**

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

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

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

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

## **ARTICLE 13 HOURS OF WORK**

- 13.1 Full-time employees shall work seven (7) consecutive hours per day Monday to Friday inclusive, a total of thirty five (35) hours per week.
- 13.1.1 Full-time employees shall be allowed one (1) **paid** rest period of fifteen (15) minutes in the afternoon to break the four hour span of work. Employees shall be allowed a one (1) hour **unpaid** meal break.
- 13.1.2 Full-time, Permanent Employees may elect to work fourteen (14) days at seven and a half (7.5) hours per day to earn one (1) day off. After completing the fourteen (14) work days at seven and a half (7.5) hours per day, Employees will accumulate an earned day off (EDO) at seven (7) hours paid. Additional time worked in order to accumulate an EDO shall not constitute overtime. Full-Time Term Employees will be eligible for earned days off when their position is extended beyond one (1) year.
- The EDO time can be accumulated by shortening the lunch hour to thirty (30) minutes or by working additional thirty (30) minutes at the end of the day. EDO time taken should be on a specific schedule and pre-approved: usually the Friday or Monday following the worked fourteen (14) days or another day in the week immediately following the day being earned.
- The Employer can terminate the EDO program at any time with sixty (60) days' notice to the Union.
- 13.2 Temporary and part-time employees shall be entitled to a meal break of one (1) hour within each projected assigned work period, and shall be entitled to a paid fifteen (15) minute rest period within each four (4) consecutive hour shift period.
- 13.3 Time spent in meetings when the employee is required by the Employer to attend such meetings shall be considered time worked and travel time will be paid.
- 13.4 When a volunteer is not available to work a Staff support shift and an employee agrees to work the shift they will be paid the same honourarium as the volunteers.
- 13.5 **Christmas Break**

The parties recognize that the Saskatoon Community Service Village is closed to the public from the afternoon of Christmas Eve to the first work day after the New Year's Day statutory holiday. SSAIC is a tenant in the Village and as a result the Employer closes its offices during this period for Christmas break. Employees may do one of the following during the Christmas break: use vacation days for closure days that are not statutory holidays during this period, or prepare a work plan that does not include seeing clients for

approval by the Executive Director, and if approved, work the non-statutory holidays during the Christmas break.

- 13.6 Part-time employees shall have access to their work schedule no less than two (2) weeks in advance.

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

Part-time employees shall be given seven (7) days' notice of a change to their schedule unless circumstances beyond the control of the Employer prevent such notice **when unexpected, unusual or when emergency circumstances arise**. In such cases the employee shall be given as much notice as possible.

#### **ARTICLE 14 OVERTIME**

- 14.1 Full-time employees working hours in excess of the total of seven (7) hours per day x the number of hours in each of the pay periods between the 1<sup>st</sup> and 15<sup>th</sup> of each month and the 16<sup>th</sup> and end of the month shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay.

- 14.2 The Union recognizes the Employer's concerns over the costs associated with overtime and therefore employees will make every effort to flex their time within the pay period by adjusting their work schedule so that no overtime is accrued.

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

- 14.4 Employees may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.

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

**ARTICLE 15 DESIGNATED AND STATUTORY HOLIDAYS**

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

New Year's Day	Canada Day	Remembrance Day
Family Day	Saskatchewan Day	Christmas Eve Day
Good Friday	International Women's Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

**National Day for Truth & Reconciliation**

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

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

15.3 Employees required to work on a designated and statutory holiday, as identified in Article 15, shall be paid at the rate of double time (2) times the employee's hourly rate of pay, plus time off with pay equal to the regular hours worked.

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

15.4 Part time employees who:

- a) are required to work on a Statutory Holiday as set out in Article 15 shall receive: double (2) times their regular rate of pay for all the normal hours so worked as defined in Article 13, in addition to Statutory Holiday Pay as outlined in (b) below.
- b) do not work on the Statutory Holiday shall be paid Statutory Holiday Pay calculated as five percent (5%) of their total income earned in the four (4) weeks immediately preceding the week containing the Statutory Holiday.

15.5 Each week that has a designated holiday within it shall, as a result, have the amount of hours to be worked at straight time set at thirty (30) hours. Should a week have two (2) designated holidays, such weekly hours will be set at twenty two and one-half (22 ½) hours maximum without overtime occurring.

15.6 Designated holidays that fall on a Saturday may be moved to Friday. Designated holidays that fall on a Sunday may be moved to Monday. In

special circumstances the above rules may be altered by agreement between the Employer and the Union.

## **ARTICLE 16 VACATION**

### **16.1 Definition**

Vacation means annual vacation with pay.

### **16.2 Vacation Year**

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

### **16.3 Vacation Credits**

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

- a) During the first (1st) and subsequent years, including the second (2nd) year of continuous employment, one and one-quarter (1 ¼) days per month worked fifteen (15) working days per year).
- b) During the third (3rd) and subsequent years including the seventh (7th) year of continuous employment, one and two-thirds (1 2/3) days per month (twenty (20) working days per year).
- c) During the eighth (8th) and subsequent years of continuous employment, two and one-twelfth (2 1/12) days per month (twenty-five (25) working days per year).

### **16.4 Carry Over of Vacation**

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, to the provision that the employees may make application to the Employer for carry over of the entitlement to the following year. Carry over of up to five (5) days may be approved, if such carry over fits into the vacation schedule without affecting the vacation of another employee. Consideration will be given for carry over in excess of five (5) days.

### **16.5 Vacation Schedule Broken**

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

- a) granted bereavement leave, or
- b) granted sick leave as a result of hospitalization, or

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

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

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

16.6 **Vacation Pay**

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

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

16.7 **Unbroken Vacation**

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

16.8 **Vacation Schedule**

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

**ARTICLE 17 SICK LEAVE**

17.1 **Definition of Sick Leave**

Sick leave means:

- a) The period of time an Employee is absent from work with pay using earned sick time by virtue of being **ill, injured** or disabled, or **under examination or treatment by a licensed and regulated health professional, or attending Employee and Family Assistance Program (EFAP) sessions**, or attending a doctor's or dentist appointment where alternative arrangement to attend the appointment outside of work hours could not be made.
- b) And the period of time an Employee is absent from work with pay, using earned sick time because they are providing care for a

dependent child or adult who is sick or disabled or attending a doctors or dentist appointment with the dependent child or adult where alternative arrangements to attend the appointment outside of work hours could not be made.

- c) **The employee agrees to make every reasonable effort to schedule appointments outside of work hours and to be cognizant of the impact of their absence in the workplace when scheduling appointments.**
- d) An Employee is not entitled to use sick leave because of illness, **injury** or disability covered and paid by the Workers Compensation Board **or SGI.**

17.2 **Basis Earned**

Sick leave credits shall accumulate for all employees at the rate of **one point seven five (1.75)** days for each month of service (**twenty-one (21)** days per year). Part-time employees shall accumulate on a pro rata basis.

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

17.4 **Use of Sick Leave**

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

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

17.5 **Mental Health**

17.5.1 All employees shall have access to up to four (4) days (2 consecutively) of accumulated sick leave to attend to their mental health. Employees shall notify the Employer of their intention to take a mental health day(s) at least (1) day in advance **if possible.**

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

17.6.1 A medical note(s) may be required of an employee claiming sick leave. **The cost of such documentation will be paid for by the Employer.**

17.6.2 Employees must provide an indication, to the responsible supervisor, at least twenty-four (24) hours prior to normal hours of work, of:

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

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

#### 17.7 **Sick Leave Credit Record**

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

17.8 The Employer and the Union recognize **the impact of** mental illness and addictions in the workplace and have a shared desire to support employees in their treatment plans. **Upon request**, sick leave benefits will be granted for treatment. Employees whose partner or a dependant family member is undertaking a rehabilitative program for addiction may apply for sick leave benefits or vacation time or leave with **or without** pay to participate in **scheduled meetings** with their partner **or dependant** in such rehabilitative program.

It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgment of the above is not to be interpreted as constituting a waiver of Management's responsibility to **manage the workplace**, or the right to take **reasonable** measures, **as determined by the employer, to protect employees and clients**.

### **ARTICLE 18 STAFF WELLNESS DAYS (SWD)**

18.1 SSAIC is committed to a healthy work environment and therefore will arrange a minimum of two (2) to a maximum of four (4) paid team wellness afternoons per year. SWD's are considered staff capacity and relationship building opportunities, and as such, they shall be considered a staff group activity in which all employees will engage.

### **ARTICLE 19 LEAVES OF ABSENCE**

#### 19.1 **Union Business**

Members of the Union shall, with sufficient notice, be granted leave of absence **to deal with the internal affairs of the Union** insofar as operational requirements will allow.



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

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

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

19.3 A member of the Union who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated, shall be granted an unpaid leave of absence without loss of seniority for a period of up to one (1) year. Such leave may be renewed each year during the term of office. An employee who is elected to public office shall be granted unpaid leave of absence without loss of seniority for the term of public office.

19.4 **Compassionate Leave**

Upon application to the Employer and approval by the employee's supervisor, an employee shall be granted a compassionate leave of up to five (5) working days with pay for a death in the immediate family. Immediate family shall include mother, father, spouse, brother, sister, child, grandparent, grandchild, in-law, aunt, uncle, first cousin or any other person with whom a close personal relationship is maintained. Such leave shall be granted at the discretion of the Employer. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.

19.5 **Interpersonal and Sexualized Violence Leave**

If an Employee, the Employee's child, or a person for whom an Employee is a caregiver is a victim of Interpersonal or Sexualized Violence the Employee can take a paid leave of absence of up to five (5) days. Additional leave of up to five (5) days may be taken chargeable to the Employee's sick leave credits or without pay if sick credits are not available.

Leave may be used for any of the following:

- Seek medical attention;
- Obtain services from a victims' services organization;
- Obtain psychological or other professional services;
- Relocate, either temporarily or permanently; or
- Seek legal or law enforcement assistance and attend court appearances.

#### 19.6 **Pressing Necessity Leave**

An Employee may be granted leave without pay for pressing necessity to a maximum of five (5) days per fiscal year. Pressing necessity is defined as any circumstance of a sudden or unusual occurrence that could not, by the exercise of reasonable judgment, be foreseen by the Employee and which requires the immediate attention of the Employee. The Employee will be paid for the first day of pressing necessity leave in each fiscal year. The Employee may elect to use vacation leave or banked overtime for any additional days notwithstanding, the Employee may elect to use sick leave subject to the approval of the supervisor.

#### 19.7 **Parental Leave**

- a) For the purpose of this Article, Parental Leave shall be understood to include Pregnancy/Maternity, Parental, and Adoption leave.
- b) An Employee is entitled to an unpaid Parental Leave for a period of up to seventy- eight (78) weeks for the birth or adoption of a child, provided that they present a certificate confirming the pregnancy/adoption and showing the probable date of birth or date the child is to come into the Employee's care. Where a doctor's opinion is provided, stating that a longer period of leave is required for health reasons, the Employee may seek a medical leave.
- c) The above Parental Leave is to be taken during the period of thirteen (13) weeks preceding the estimated date of birth or date the child is to come into the Employee's care, and the seventy-eight (78) weeks following the date of birth or date on which the child comes into the Employee's care.
- d) The employer may require an employee to commence maternity leave not more than thirteen (13) weeks before the estimated date of birth if:  
(a) the pregnancy of the employee would unreasonably interfere with the performance of the employee's duties; and (b) no opportunity exists to modify the employee's duties or to reassign the employee to other duties.

- e) Such leave will be granted with assurance that the employee will resume employment in the same position, or in a comparable position, and at the same rate of pay occupied prior to the granting of such leave subject to negotiated wages increases.
- f) Notice of intention to return to work, or request for change of length of leave of absence must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave.
- g) 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.

19.8 **Jury Duty**

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

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

19.9 **General Leave**

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

19.10 **Education Leave**

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

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

19.11.1 Up to and including thirty (30) days.

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

19.11.2 Over Thirty (30) Days

Employees shall not accumulate sick leave credits or vacation credits for the period of absence greater than thirty (30) calendar days and a new increment date shall be established for the determination of increments. The

accumulation of seniority shall be in accordance with Article 9 of this Collective Agreement.

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

## **ARTICLE 20 PAY ADMINISTRATION**

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

### **20.2 Hiring Rates**

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

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

### **20.4 Statement of Earnings**

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

### **20.5 Temporary Performance of Higher Duties**

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

### **20.6 Travel and Sustenance**

The Employer shall reimburse employees for pre-authorized travel and sustenance expenses consistent with SSAIC policy. **The Employer agrees to review the travel policy from time to time and to advise the Union of any required amendments.**

## **ARTICLE 21 POSITION DESCRIPTION AND REALLOCATIONS**

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

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

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

## **ARTICLE 22 SAFETY AND HEALTH**

22.1 The Employer and the Union endorse the principle of worker occupational health and safety and shall continue to enhance safety measures.

22.2 An Occupational Health and Safety Committee as provided for under the Saskatchewan Employment Act, or as such Act may be amended from time to time, shall be implemented.

22.3 An employee or a group of employees who have a health or safety concern shall endeavour to resolve that concern by first referring the concern to the immediate supervisor or officer responsible for safety.

22.4 Any time lost as a result of immunization shall not result in loss of pay.

22.5 Verbal or physical abuse will not be tolerated. Should an incident demonstrate that a client's behavior may constitute a risk to the safety of any staff member, a meeting between the Employer and employees shall be convened within 24 hours (excepting weekends and stat holidays) to assess the risk and make recommendations for the safety of staff and the workplace. Employees may have the assistance of a Union representative (LRO) if one is available to attend the meeting as scheduled.

## **ARTICLE 23 TECHNOLOGICAL CHANGE**

### **23.1 Technological Change**

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

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

23.1.2 Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article.

23.1.3 During the above mentioned implementation and transitional period, affected employees will maintain their wage level.

- 23.1.4 All new job titles and rates of pay within scope of this Agreement shall be negotiated in accordance with Article 21.3.
- 23.1.5 All new positions created as a result of technological change will be posted under the terms of the current Agreement. Orientation required for the new positions shall be provided by the Employer at the employee's regular rate of pay.
- 23.1.6 If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.

## **ARTICLE 24 MANAGEMENT RIGHTS**

- 24.1 Subject to the terms of the Agreement, it is the function of the Employer to:
- a) Direct the working force.
  - b) Operate and manage its business in all respects.
  - c) Hire, select, transfer and layoff because of lack of work.
  - d) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees.
  - e) Promote, demote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to grievance.

## **ARTICLE 25 EMPLOYEE BENEFITS**

### **25.1 Long Term Disability Plan**

The Employer agrees to facilitate deduction of premiums and provide administrative information **to review the feasibility of the employees joining the employee paid SGEU LTD plan pending final approval and ratification of the employees.**

### **25.2 Pension Plan**

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

### **25.3 Employee Family Assistance Program**

The **Employer will provide** an Employee and Family Assistance Program. **The Employer further agrees to consult with the Union regarding any significant changes to the EFAP plan or provider.**

## **ARTICLE 26 TERM OF AGREEMENT**

26.1 This agreement shall remain in force and effect from April 1, **2022** to March 31, **2025** and from year to year thereafter unless notification to amend as per Article 26.3 is given by either party.

Where written notice has been given, as above, the provisions of this agreement shall remain in effect until a new agreement is concluded.

### **26.2 Changes in Agreement**

Any changes deemed necessary in this Collective Agreement may be made by mutual consent.

### **26.3 Open Period**

This agreement, except as specified otherwise herein, shall be effective from April 1, **2022** to March 31, **2025** and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party between sixty (60) and one hundred and twenty (120) days prior to the anniversary date hereof.

### **26.4 Wage Re-opener**

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

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

**APPENDIX "A"**

**WAGE GRID 2022-2023**

<b>IN-SCOPE STAFF</b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>
<b>COUNSELLOR (Master's)</b>	56,328.28	58,018.13	59,758.67
Monthly Salary	4,694.02	4,834.84	4,979.89
Semi-Monthly Salary	2,347.01	2,417.42	2,489.94
Hourly Salary	30.95	31.88	32.83
<b>COUNSELLOR (without Master's)</b>	54,683.35	56,323.74	58,013.45
Monthly Salary	4,556.95	4,693.64	4,834.45
Semi-Monthly Salary	2,278.47	2,346.82	2,417.23
Hourly Salary	30.05	30.95	31.88
<b>EDUCATION AND OUTREACH COORDINATOR</b>	54,683.35	56,323.74	58,013.45
Monthly Salary	4,556.95	4,693.64	4,834.45
Semi-Monthly Salary	2,278.47	2,346.82	2,417.23
Hourly Salary	30.05	30.95	31.88
<b>INTAKE COUNSELLOR</b>	44,787.08	46,130.69	47,514.61
Monthly Salary	3,732.26	3,844.22	3,959.55
Semi-Monthly Salary	1,866.13	1,922.11	1,979.78
Hourly Salary	24.61	25.35	26.11
<b>OFFICE MANAGER</b>	43,996.68	45,316.58	46,676.08
Monthly Salary	3,666.39	3,776.38	3,889.67
Semi-Monthly Salary	1,833.20	1,888.19	1,944.84
Hourly Salary	24.17	24.90	25.65
<b>ADMINISTRATIVE ASSISTANT</b>	36,478.26	37,572.61	38,699.79
Monthly Salary	3,039.86	3,131.05	3,224.98
Semi-Monthly Salary	1,519.93	1,565.53	1,612.49
Hourly Salary	20.04	20.64	21.26
<b>EDUCATION &amp; OUTREACH PROGRAM ASSISTANT</b>	43,996.68	45,316.58	37,285.57
Monthly Salary	3,666.39	3,776.38	3,107.13
Semi-Monthly Salary	1,833.20	1,888.19	1,553.57
Hourly Salary	24.17	24.90	20.49

1. To move from Tier 1 to Tier 2: minimum of 5,000 hours employment
2. To move from Tier 2 to Tier 3: minimum of 7,000 hours employment



**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION** and the **SASKATOON SEXUAL ASSAULT AND INFORMATION CENTRE, 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 6<sup>th</sup> day of December, 2022.

**Original Signed By:**

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

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

---

Sarah Pedersen, Chair  
Negotiating Committee

---

Shirley Kloeble, Co-Chair  
SSAIC Board of Directors

---

Kathy Mahussier  
Labour Relations Officer

---

Reagan Conway  
Executive Director