

BATTLEFORDS TRADE & EDUCATION CENTRE INC.

**April 1, 2012 –
March 31, 2014**

COLLECTIVE AGREEMENT

SGEU

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BATTLEFORDS TRADE
& EDUCATION CENTRE INC.
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5490
APRIL 1, 2012 TO MARCH 31, 2014**

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THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2012.

BETWEEN

BATTLEFORDS TRADE & EDUCATION CENTRE INC.
Hereinafter called the "Employer"

OF THE FIRST PART;

AND

SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION
Hereinafter called the "Union",

OF THE SECOND PART.

PREAMBLE

The general purpose of this Agreement is to maximize the independence of individuals with disabilities, respect their dignity, assist in removing barriers to community inclusion, enhance their quality of life and promote the development of each individual's potential to their highest level of ability.

The parties to this Agreement also desire to establish and maintain collective bargaining relations between the Employer and its employees; to provide for the orderly, prompt and equitable disposition of grievances; to provide for the maintenance of hours, wages and working conditions; and to recognize the mutual value of joint discussion regarding matters covered by this Agreement.

ARTICLE 1 INTERPRETATION

For the purposes of this Agreement, the following definitions shall apply:

- 1.1 **Casual Employee** – is an employee who does not work a regular schedule but is scheduled for a specific purpose, or on a call-in basis for the relief of full-time, part-time or Individual Support Workers.
- 1.2 **Employee** – is a person to whom the terms of this Agreement apply as stipulated in Article 2.1 herein.
- 1.3 **Employer** – is the Battlefords Trade & Education Centre Inc.
- 1.4 **Executive Director** means the Executive Director of the Battlefords Trade & Education Centre Inc.
- 1.5 **Full-time Employee** – is an employee who is regularly scheduled a minimum of 37.5 hours to 40 hours per week.
- 1.6 **Individual Support Worker** – contract position whose term of employment is defined by client need and support funding.
- 1.7 **Part-time Employee** – is an employee who is regularly scheduled to work less than the full-time hours.
- 1.8 **Plural, Singular, Feminine or Masculine Terms May Apply**
Whenever the singular, plural, masculine or feminine is used in this Agreement, it shall be considered as if the plural, singular, masculine or feminine has been used where the context of the party or parties hereto so require.
- 1.9 **Seasonal Employee** – is an employee who works during the summer months or winter holiday season. Seasonal employees do not become members of the Union and are not covered by any of the provisions of this Agreement.
- 1.10 **Temporary Employee** – an employee who is filling a full-time, part-time or Individual Support Worker during the extended leave of an employee.
- 1.11 **Temporary Specially Funded Workers** – are those whose positions are funded primarily by job creation or employment training programs administered by the provincial or federal governments and whose positions last for a specific period of time, so long as it does not lead to a reduction in existing staff. They shall not become members of the Union and are not covered by this Agreement.

- 1.12 **Union** – is the Saskatchewan Government and General Employees' Union representing the employees of Battlefords Trade & Education Centre Inc. as stipulated in Article 2.1 herein.

ARTICLE 2 SCOPE AND RECOGNITION

2.1 Scope

This Agreement shall cover all employees of Battlefords Trade & Education Centre Inc., except the Executive Director, Program Co-ordinators, Division Managers, Office Manager, Accountant, Job Coaches, Students, Temporary Specially Funded Workers, Job Creation Positions, Life Skills Instructor, clients/employees, those employed at SARCAN, seasonal employees and any other employees as agreed upon from time to time by the Employer and the Union.

2.2 Temporary Out of scope Appointment

An employee appointed to an out of scope position on a temporary or term basis shall continue to have union dues deducted from her pay cheque and shall be covered by the terms of this Agreement.

2.3 Recognition

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the employees covered by this Agreement. The Employer agrees to discuss with the Union matters affecting the collective bargaining relationship where required by the terms of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Management Rights

The Union acknowledges that it is the right of the Employer to manage its operations and to direct the work force and to make rules of conduct, policy and procedure for employees, except as specifically limited by the terms of this Agreement. The Employer therefore retains all management rights not otherwise expressly abridged by a specific provision of this Agreement.

ARTICLE 4 UNION SECURITY

4.1 Union Membership

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

4.2 Check-Off

The Employer agrees to deduct on behalf of the Union, when requested in writing and accompanied by signed authorization cards, all initiation fees, regular monthly dues, and assessments from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The Employer shall remit such deductions to the Executive Director of Operations of the Union prior to the twentieth (20th) day of the month following the calendar month in which such deductions are made, accompanied by a list of names of employees from whose wages the deductions have been made and the amount of deductions.

4.3 Dues Authorization

The Union shall furnish the Employer with dues authorization cards. The Employer agrees to have all new employees sign the dues authorization cards within thirty (30) days of commencement of employment.

4.4 Monthly Statement

The Employer will forward a monthly statement to the Executive Director of Operations for the Union showing the names of all new employees covered by this Agreement hired during the month, their date of hire, and the names of all employees who have terminated employment during the month, and their date of termination.

4.5 New Employee Orientation

The Employer agrees to inform all new employees:

- (a) that a collective bargaining agreement is in effect;
- (b) of relevant operational policies and procedures;

- (c) that the employee is expected to maintain strict confidentiality with respect to the names and any other information the employee may obtain about clients and client/employees, and employees are required to sign an oath of confidentiality;
- (d) that the employee is required to have, at the employee's expense, a current St. John's Ambulance first aid certificate as a condition of employment;
- (e) that the employee is required to undergo, at the employee's expense, a criminal background check, the results of which must be satisfactory to the Employer as a condition of employment.

4.6 **Staff Room**

When physical facilities permit, the Employer agrees to designate a staff room which will be available to staff and which may also be used by the Employer for other purposes.

4.7 **Bulletin Boards**

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

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

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

4.9 **Employer Policies**

Employer Policies which the staff are expected to adhere to and their revisions shall be posted on the bulletin board and a copy supplied to the Union. Policies shall include the date the policy was implemented or revised.

ARTICLE 5 NO STRIKE – NO LOCKOUT

5.1 **No Strike – No Lockout**

During the term hereof there shall be no strikes, slowdowns or work stoppages on the part of any employee bound by this Agreement or the Union nor shall there be any form of lockout on the part of the Employer.

ARTICLE 6 UNION BUSINESS

6.1 The Employer recognizes that it is the right of all employees to participate fully in the affairs of the Union and in all matters which affect the Union, provided that operational requirements of the workplace shall be met. The Employer recognizes that it is also beneficial to encourage that participation and therefore agrees:

- (a) A member of the Union appointed as a delegate to attend a convention, conference or business meeting in connection with Union affairs, shall on thirty (30) days notice be granted leave with pay to attend such meetings. Such leave shall be restricted to one (1) employee at any one (1) time unless approved by the Executive Director. Such leave shall not be unreasonably requested or unreasonably denied. The Union shall reimburse the Employer for all wages and benefits paid during the employees absence on Union business.
- (b) Where operational requirements permit, the Employer shall grant leave with pay to a maximum of three (3) employees for the purpose of attending negotiations. The Union shall reimburse the Employer for all wages and benefits paid during the employee's absence on Union business.
- (c) An unpaid leave of absence of up to two (2) years may be granted to an employee, insofar as the operations of the Employer will permit, where an employee has been elected or selected to a full-time position with the Union. All requests for such leave must be submitted at least thirty (30) calendar days in advance.
- (d) Employees granted leave for Union business shall continue to accrue seniority.

6.2 Union Representation

The Employer acknowledges the right of all employees to have the assistance of a representative of the Union in any collective bargaining negotiations with the Employer or in any Step 3 grievance meetings with the Employer, provided that all time limits contained in this Agreement must be complied with.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

7.1 Definition

A grievance shall be defined as any difference or dispute between the Employer, Union and employee or group of employees pertaining to a matter involving the interpretation, application, administration or alleged violation of any provision(s) of this Agreement.

7.2 Grievance Procedure

Step 1

An employee who may have a grievance shall immediately and in the first instance seek settlement through informal discussions with the immediate out of scope Supervisor.

Step 2

If the grievance is not satisfactorily resolved, an employee and/or Union Steward with a grievance shall submit the grievance, in writing, to the immediate out of scope Supervisor within ten (10) working days of the occurrence of the alleged violation of the Agreement. The written grievance shall state the facts and circumstances giving rise to the grievance, which provisions of the Agreement are alleged to have been violated and what restitution is requested. The immediate out of scope Supervisor shall reply in writing within ten (10) working days.

Step 3

If the grievance is not satisfactorily resolved, the Union may refer the grievance to the Executive Director in writing within ten (10) working days of the immediate out of scope Supervisor's response. The Executive Director shall reply in writing within ten (10) working days.

If the grievance is not satisfactorily resolved, the Union may refer the grievance to arbitration in writing within ten (10) working days of the Executive Director's response.

7.3 Initiation of Special Meetings

Nothing shall preclude the two (2) parties to this Agreement from meeting at any stage of the foregoing procedures, in an attempt to resolve the dispute(s).

7.4 Failure to Act Within Time Limits

It is the desire of both parties of this Agreement to resolve grievances in a manner that is just and equitable and it is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such time limits. Time limits may be extended where mutually agreed to by both parties.

ARTICLE 8 ARBITRATION

8.1 Single Arbitrator

Where a grievance has been referred to arbitration in accordance with Article 7.2, the parties shall, within thirty (30) calendar days, attempt to agree to appoint a single arbitrator.

Where the thirty (30) calendar days have expired and the parties have not reached agreement on a single arbitrator, either party shall have the right, within five (5) calendar days to refer the grievance to a Board of Arbitration.

8.2 Board of Arbitration

(a) Appointees

Where a grievance has been referred to a Board of Arbitration under Article 8.1, the party making the referral shall name an appointee to the Board of Arbitration.

Within twelve (12) days of receiving notice that the grievance has been referred to a Board of Arbitration, the party receiving the notice shall name an appointee to the Board of Arbitration. Where the party receiving the notice fails to name an appointee within the prescribed time limit the Chief Justice of the Court of Queen's Bench shall appoint a member to the Board of Arbitration on behalf of that party.

(b) Chairperson

Within twelve (12) days of the second party's appointment the parties to this agreement shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

If the Employer and Union fail to agree on the appointment of a Chairperson of the Board of Arbitration within the prescribed time limit, the Chief Justice of the Court of Queen's Bench shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

8.3 **Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties.

8.4 **Decision**

A written decision of the Arbitrator or Arbitration Board as the case may be, shall be made within two (2) months from the date of the arbitration, and shall be final and binding on the parties.

The Arbitrator or Arbitration Board as the case may be, shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

8.5 **Expenses of the Board**

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (½) the fees and expenses of the Chairperson.

8.6 **Amending of Time Limits**

The time limits in the arbitration procedure may be extended by mutual consent of the parties in writing.

ARTICLE 9 SENIORITY

9.1 Seniority

Seniority shall be defined as the length of an employee's service calculated in accordance with Article 9.2 from the last date on which the employee commenced employment in a position with the Employer. Seniority shall not apply during the probation period, however, once the probation period has been completed, seniority shall be credited from the last date of employment in a position in the Bargaining Unit.

9.2 Accumulation of Seniority

Seniority shall be accumulated in the number of hours actually worked, excluding overtime.

For the purpose of this Article, the total hours actually worked includes all the time the member is paid for, including vacation leave and sick leave. For those members on a definite leave due to Parental Leave (maternity, paternity and adoption) the duration of the leave would be considered as worked.

- (a) For Permanent Full-time employees – seniority shall be calculated based on the schedule they would have worked.
- (b) For other than Full-time employees – seniority shall be calculated as the average of the hours they had worked prior to the definite leave for a period of time equal to the definite leave.

9.3 Maintenance of Seniority

Subject to Article 9.5 of this Agreement, an employee shall maintain accumulated seniority.

9.4 Seniority List

The Employer agrees to post a seniority list in the month of May of each year. Such list shall state the accrued hours of seniority for each employee up to March 31st of the current year. Upon proof of error, the Employer shall immediately revise the seniority list. Copies of the seniority list and revisions shall be forwarded to the Union simultaneously

9.5 **Loss of Seniority**

An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns;
- (c) fails to report for three (3) consecutive scheduled shifts without prior notification to Employer or reasonable justification;
- (d) fails to notify the Employer of the employee's intention to return to work within ten (10) calendar days following a recall from lay-off and after being notified by registered mail to do so.
- (e) is continuously laid off in excess of twelve (12) months;
- (f) retires from the employ of the Employer.

ARTICLE 10 VACANCIES AND NEW POSITIONS

10.1 **Job Posting**

Vacancies may be filled from within the organization by posting the vacant job and, at the Employer's discretion, advertising any vacancy to the public.

All vacancies shall be posted for at least ten (10) calendar days to allow employees to apply. Notices shall be sent to employees who are absent from work for the total duration of a posting and who have advised the Employer in writing they want to receive postings during their absence. Applications must be made in writing to the Executive Director by the specified closing date.

Using the qualifications and ability which meets the standards, as determined by the Employer, seniority shall be the factor which determines which applicant shall be hired to fill the vacancy.

10.2 **Information on Postings**

A job posting shall contain the following information:

- (a) job classifications;
- (b) required qualifications;
- (c) summary of duties;
- (d) rate of pay;
- (e) date of posting; and
- (f) deadline date for applications.

10.3

Relief Assignments

Relief assignments shall be offered to part-time and casual employees who are qualified and capable of performing the required work without orientation on an equitable basis while considering the following:

- (a) seniority;
- (b) currency and retention of casual and part-time employees;
- (c) continuity of care;
- (d) the organization's regular staffing patterns; and
- (e) the expressed preferences of part-time and casual employees in terms of facilities and shifts.

10.4

Relief Assignments for Prolonged Durations

When the Employer determines that a relief assignment of one hundred and twenty (120) calendar days or longer exists, the relief assignment shall be posted and filled subject to the posting provisions identified in Article 10.

- (a) Additional postings shall not be required for the position of the employee transferred as a result of the original posting.
- (b) An employee shall not be eligible for any other relief assignment of prolonged duration while filling a relief assignment of prolonged duration.
- (c) When the relief assignment of a prolonged duration becomes redundant the employee shall be returned to her former position.
- (d) If as a result of the posted relief assignment, an individual is hired from outside the existing workforce, she shall revert to casual employee status upon completion or redundancy of the relief assignment.
- (e) Employees filling relief assignments of a prolonged duration shall be eligible to apply for any permanent position that is posted during the term of the relief assignment.

10.5

Notification of Current Address

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

10.6 **Trial Period**

Where appointment is made from an applicant who is already employed by the Employer, the successful applicant shall be allowed a trial period of four hundred ninety-five (495) hours from the effective date of appointment. The employee shall be confirmed in the new position after the trial period. In the event the Employer determines that the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former wage or salary rate and without loss of seniority. All other employees affected by the rearrangement of positions, shall also be returned to their former position, wage or salary rate and without loss of seniority.

10.7 **Probationary Period**

All employees shall be on probation for nine hundred ninety (990) hours worked. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except that an employee who has been disciplined or discharged shall not have access to the grievance/arbitration procedure and may be discharged with or without assigned cause and such discharge shall not be open to review. After completion of the probationary period, seniority shall be effective from the original date of hire.

10.8 **Promotion or Appointments to Permanent Staff**

Providing qualifications and ability are sufficient to perform the required duties, the applicant with the most seniority in the Bargaining Unit shall be appointed to the position within fifteen (15) days after the closing date of the bulletin, by the Executive Director. Qualifications shall include experience, education and applications of skills, knowledge, and ability.

ARTICLE 11 LAY-OFFS AND RECALLS

11.1 **Definition**

A lay-off shall be defined as per The Labour Standards Act.

11.2 **Notice of Lay-Off of Employee(s)**

Notice of lay-off of employee(s) shall be as provided in The Labour Standards Act.

11.3 **Role of Seniority in Lay-Offs**

When reducing the full-time, part-time staff or Individual Support Worker, senior employees shall be retained, provided they are able and qualified to do the work.

11.4 **Recall of Employees**

Employees laid off in accordance with Article 11.2 shall be returned to work in positions for which they have the qualifications and ability, as determined by the Employer, to handle the work to be performed.

11.5 **Notice of Recall**

In the event of recall of a full-time, part-time employee or Individual Support Worker, for normal duties, the Employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the Employer by telephone, in person, by fax or by letter within ten (10) days of the mailing of such letter, stating his acceptance or refusal of the employment offered and his intention of reporting for work within the time limits specified in Article 9.5 (d). In the event that the Employer does not receive such notification from the employee within the stated ten (10) day period accepting employment, or the employee fails to report within the required time limits the said employee shall be deemed to be terminated.

11.6 **Notice of Resignation**

Employees who resign shall provide the Employer with two (2) weeks' written notice of resignation.

ARTICLE 12 HOURS OF WORK

12.1 **Scheduled Rest Periods**

BTEC two (2) twenty (20) minute breaks per shift

VIDA two (2) fifteen (15) minute breaks and one (1) ten (10) minute break per shift

12.2 **Scheduling**

It is agreed and understood that hours of work are subject to change based on changes in funding levels, client or operational needs. Deviation from regular scheduled hours of work is at the discretion of the Employer.

- 12.3 The Employer retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation. Any changes to existing schedules shall be made only after thirty (30) days advance notice and consultation with the Union.
- 12.4 **Banked time for Staff Meetings**
- Employees attending staff meetings, program meetings or in-service meetings outside regularly scheduled work hours shall bank the time so spent at straight time.
- 12.5 **Overtime**
- All hours worked in excess of forty (40) hours averaged over a one (1) week period shall be paid at time and one-half (1 ½) the employee's regular rate of pay. Such time to have been authorized in advance by the Executive Director.
- 12.6 **Time Off in Lieu of Overtime**
- An employee may request to take time off in lieu of overtime. The Employer may, at its discretion, grant employees time off in lieu of overtime already worked at the appropriate overtime rate. The time off in lieu of overtime will be taken off at a time mutually agreed to by the employee and the Employer and must be taken within the calendar year or paid out.

ARTICLE 13 PAID HOLIDAYS

- 13.1 **Public Holidays**
- Employees shall be entitled to regular wages for all public holidays as set out in The Labour Standards Act.
- Designated public holidays are:
- New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day.
- Employees who work on a public holiday are entitled to pay at the rate of time and one-half (1 ½) in addition to five percent (5%) of wages over the four (4) weeks preceding the public holiday.

ARTICLE 14 VACATIONS

14.1 Annual Vacation

Employees get a minimum of three (3) weeks annual vacation after one (1) year of service in accordance with The Labour Standards Act.

14.2 After eight (8) years of service, full-time, part-time and Individual Support Workers shall be entitled to four (4) weeks annual vacation.

After eighteen (18) years of service, full-time, part-time and Individual Support Workers shall be entitled to five (5) weeks annual vacation leave.

14.2.1 Only employees qualified under the current practice will receive four (4) weeks vacation after five (5) years service effective April 1, 2002.

14.3 Casual employees shall be paid 3/52nd vacation pay in lieu of vacation leave, based on total earnings, on each pay cheque. After ten (10) years of service they shall be paid 4/52^{nds} vacation pay.

14.4 Vacation Schedule

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

- (a) Granted bereavement leave, or
- (b) Granted sick leave of three (3) days or more upon proof of hospitalization.
- (c) Where any statutory holiday falls within an employee's annual vacation, the employee shall be granted an additional day of vacation leave, at a time to be mutually agreed upon by both parties.

14.5 Vacation requests must be submitted in writing to the Executive Director. The Executive Director shall provide a written response to the employee's vacation request within fifteen (15) days from the date of submission.

14.6 Vacation leave must be taken in the vacation year following that in which it is earned. At the discretion of the Executive Director, a maximum of five (5) days vacation may be carried forward to the next vacation year provided the five (5) days vacation is taken at a time approved by the Executive Director. All requests for carry forward of vacation must be submitted in writing to the Executive Director on or before November 1.

14.7 Earned vacation leave shall be taken at a time approved by the Executive Director. The Employer retains the right to schedule employees' vacations during facility shutdowns and employees shall be required to take their vacations at such times.

14.8 **Unbroken Vacation**

An employee may be entitled to receive vacation in an unbroken period if approved by the Executive Director.

14.9 Employees who terminate their employment prior to taking earned vacation leave shall receive pay in lieu of vacation.

14.10 In the event of termination prior to one (1) year's service, the employee shall be entitled to 3/52^{nds} of total wages earned to the date of termination.

ARTICLE 15 SICK LEAVE

15.1 **Definition**

Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled.

15.2 **Annual Paid Sick Leave**

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

If sick leave is to be utilized for anything other than being sick or disabled it will be at the discretion of the Executive Director.

Sick Leave shall continue to accumulate until the employee has accumulated a sick leave entitlement bank of thirty (30) days. Each time that the Sick Leave Entitlement is used, it will again accumulate at this rate until it has reached the thirty (30) day cap.

15.3 **Proof of Illness**

A doctor's certificate may be required for any period of sick leave at the Employer's request.

15.4 **Independent Medical Examination**

At the Employer's request, an employee who is or has been absent from work on sick leave shall attend upon and submit to a medical examination conducted by a physician or other health care provider designated by the Employer and at the Employer's expense.

15.5 It is understood and agreed that this Article 15 does not apply to casual employees.

ARTICLE 16 LEAVE OF ABSENCE

16.1 **Bereavement Leave**

(a) Three (3) days bereavement leave with pay shall be granted to an employee for the death of a spouse, common law spouse, mother, father, son daughter, brother, sister, mother-in-law, father-in-law, grandchild or grandparent.

(b) Any other bereavement requests must be approved by the Executive Director.

16.2 **Pressing Necessity**

Necessary time off work with pay shall be granted to an employee for pressing personal matters beyond the employee's control. Such leave shall consist of three (3) days annually: Additional time may be granted under extenuating circumstances and must be approved by the Executive Director.

All days shall be deducted from the employee's sick leave.

16.3 **Maternity, Parental and Adoption Leave**

Employees shall be granted maternity, parental and adoption leave in accordance with The Labour Standards Act.

16.4 **Leave of Absence for Jury Duty**

An employee who is summoned as a juror or subpoenaed as a witness shall be granted an unpaid leave of absence.

If the employee is excused from jury duty or witness duty to any day or portion thereof, the employee shall report for work immediately.

16.5 **General Leave of Absence**

An unpaid leave of absence of up to one (1) year may be granted to an employee insofar as the operations of the Employer will permit and provided the employee has furnished a valid reason for requesting such leave. Except in extenuating circumstances, all requests for a general leave of absence must be submitted at least thirty (30) calendar days in advance.

An employee granted a general leave of absence shall not earn sick leave credits, annual vacation credits or paid holiday pay during the entire period of leave granted.

16.6 **Benefits While on Leave of Absence**

During the period of any approved unpaid leave of absence granted under Article 16.5, the Employer will not contribute to the benefit plans on behalf of the employee for the entire period of the leave. Subject to the terms of the benefit plans, the employee may fully fund such contributions (including any portion that would otherwise be paid by the Employer) on his or her own, if the employee chooses to continue the benefits during the leave.

ARTICLE 17 PAYMENT OF WAGES

17.1 **Salary Scales**

The salary scale applicable to all employees shall be as set out hereinafter in Appendix "A" of this Agreement.

17.2 **Pay Administration**

All employees shall be paid twice monthly. All employees shall receive a detailed pay statement showing pay period worked, gross earnings and all relevant deductions.

Direct deposit is mandatory.

17.3 **Temporary Assignment of Higher Duties**

When filling an out of scope position, the rate of pay shall be an increase of one dollar (\$1.00) per hour.

The temporary assignment of higher duties shall be offered to the senior qualified employee who shall be paid for all full days worked.

When a senior qualified employee does not want the temporary assignment of higher duties, they shall indicate so in writing.

ARTICLE 18 BENEFITS

18.1 Benefits

The Employer agrees to make available the following benefits to all eligible employees, subject to the terms of the plans and provided government funding is available:

(a) Dental and Group Life

All full-time, part-time Individual Support Workers who work on a regularly scheduled and continuous basis.

These individual premiums are paid by the Employer. Any additional cost for family coverage is paid by the employee.

(b) Group Medical

All full-time, part-time and Individual Support Workers who work on a regularly scheduled and continuous basis.

These individual premiums are paid on a 50/50 basis between the Employer and the employee. Any additional cost for family coverage is paid by the employee.

(c) Long Term Disability

All full-time, part-time and Individual Support Workers who work on a regularly scheduled and continuous basis.

Long Term Disability (LTD) premiums are paid by the employee.

(d) Employee Assistance Program

The Employer will provide an employee assistance program to eligible employees.

(e) Pension Plan

All full-time, part-time and Individual Support Workers who work on a regularly scheduled and continuous basis shall participate in the SARC Pension Plan. They shall contribute four (4) percent of earnings matched by the Employer.

ARTICLE 19 DISCIPLINE AND DISCHARGE

19.1 Discipline and Discharge

Employees who have completed their probationary periods shall be disciplined or discharged only for just cause. The parties to this Agreement recognize the principles of progressive discipline and acknowledge and agree that the application of those principles depends on the nature or seriousness of the misconduct and the circumstance of each case.

19.2 Union Representation

For discipline involving letters of reprimand, suspension or discharge, an employee shall be advised in advance of the disciplinary meeting and shall have the right to have their local Union Steward present.

19.3 Personnel Records

An employee may have access to his or her personnel records, excluding employment references, in the presence of the Executive Director at a time agreed upon by the Executive Director.

19.4 Written Reasons for Discipline

With the exception of probationary employees, an employee who is suspended or discharged shall be advised by the Employer within fifteen (15) calendar days, in writing, of the reasons for such discipline.

ARTICLE 20 OCCUPATIONAL HEALTH AND SAFETY

20.1 Occupational Health and Safety

The Employer and the Union shall continue to co-operate in the implementation of safety measures and further agree that the provisions for a Health and Safety Committee as provided for under The Occupational Health and Safety Act (Saskatchewan) shall be carried out. No clause in this Agreement shall limit access under the Act.

ARTICLE 21 GENERAL PROVISIONS

21.1 Confidentiality

All employees are expected to maintain strict confidentiality with respect to the names and any other information they may obtain respecting clients and client/employees. All employees are required to sign an oath of confidentiality upon accepting employment with the Employer and shall comply strictly with its terms.

ARTICLE 22 DURATION

22.1 This Agreement shall be binding and remain in effect from April 1, **2012** to March 31, **2014** and shall continue from year to year thereafter unless either party give to the other party, notice in writing, subject to Article 22.2 in any year, that it desires the contract's amendment.

22.2 Changes in Agreement

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

22.3 Either party by giving notice to the other party may initiate the negotiation of a wage opener to be effective April 1, **2012 and April 1, 2013**. It is understood and agreed that in such event all other provisions of this Agreement shall remain in full force and effect. The parties agree that this provision shall be subject to the Employer receiving funding increases from the Provincial Government.

BATTLEFORDS TRADE AND EDUCATION CENTRE INC

APPENDIX "A" – INSCOPE EMPLOYEES

SALARY GRID 2009 to 2010

	Starting Wage	990 Hours	1950 Hours	3900 Hours	5850 Hours
Direct Support Workers	12.99	13.87	14.80	15.98	17.22
* with Certification	13.49	14.37	15.30	16.48	17.72

Step 3 is top casual rate

* Rehab Worker Certificate

Increments based on straight time hours paid.

BTEC Hours 1950

VIDA Hours 1950

SALARY GRID 2010 to 2011

	Starting Wage	990 Hours	1950 Hours	3900 Hours	5850 Hours
Direct Support Workers	13.12	14.01	14.95	16.14	17.40
* with Certification	13.62	14.51	15.45	16.64	17.90

Step 3 is top casual rate

* Rehab Worker Certificate

Increments based on straight time hours paid.

BTEC Hours 1950

VIDA Hours 1950

SALARY GRID 2011 to 2012

	Starting Wage	990 Hours	1950 Hours	3900 Hours	5850 Hours
Direct Support Workers	13.32	14.23	15.18	16.39	17.67
* with Certification	13.82	14.73	15.68	16.89	18.17

Step 3 is top casual rate

* Rehab Worker Certificate

Increments based on straight time hours paid.

BTEC Hours 1950

VIDA Hours 1950

APPENDIX "B"

Letter of Understanding 2007-01

RE: Grandfathering – Rehab Worker Certificate

For the purposes of clarification, it is agreed that existing full-time employees as of April 1 2006 shall be grandfathered as if having certification. Employees who have left employ since that date are not included.

Signed 23 day of February 2007 in North Battleford, SK

Signed on behalf of
Battlefords Trade and
Education Inc.

Signed on behalf of SGEU

Don Amos
Executive Director
BTEC

Don MacDonald, AAA
SGEU

SIGNING PAGE

THE BATTLEFORDS TRADE AND EDUCATION CENTRE INC. and the SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION hereby agree that the attached document shall form the Collective Agreement between the parties.

Signed this ____ day of _____ 2012.

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Signed on behalf of:
Battlefords Trade and Education
Centre Inc.

Shelley Mandin, Chair
Bargaining Committee

Marilyn Smith, Member
Bargaining Committee

Tammy Nash, Member
Bargaining Committee

Nicole Alberts
Agreement Administration Advisor

Don Amos
Executive Director