

JOHN HOWARD SOCIETY

April 1, 2007 -
March 31, 2011

COLLECTIVE AGREEMENT

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SIGNING PAGE 47

ARTICLES OF AN AGREEMENT made in duplicate this _____ day of _____, A.D. 2011.

between

JOHN HOWARD SOCIETY OF SASKATCHEWAN, hereinafter referred to as "the Employer",

PARTY OF THE FIRST PART;

and

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

PARTY OF THE SECOND PART.

PURPOSE

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

- a) To maintain and improve harmonious relations between the employer and the employees.
- b) To promote co-operation and understanding between the employer and the employees.
- c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- d) To encourage efficiency and safety in operations.
- e) To provide a high quality of service to the public.
- f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- g) To promote and maintain respect for Aboriginal culture and values throughout all programs.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

ARTICLE 1 INTERPRETATION

In the Agreement, unless the context otherwise requires, the expression:

- 1.1 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of John Howard Society of Saskatchewan.
- 1.2 The **Employer** means the John Howard Society of Saskatchewan or successor corporations as may exist.
- 1.3 **Employee** or **Employees** means a person to which the terms of this Agreement apply as indicated in Article 2.
- 1.4 **Executive Director** means the Executive Director of the John Howard Society of Saskatchewan.
- 1.5 **Pay Plan** means the scale of wages as contained in Schedule `A' and the rules governing its application as contained in Article 18.
- 1.6 **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.
- 1.7 **Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary.
- 1.8 **Transfer** means the movement of an employee from one position to another in the same or different class with the same maximum salary.
- 1.9 **Plural or Masculine/Feminine Terms May Apply:** Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 1.10 **Permanent Employee** means an employee who has successfully completed a probationary period on initial appointment.
- 1.11 **Permanent Part-Time** means an employee who works less than full time either daily, weekly or monthly, but reports for work on a regularly scheduled basis.
- 1.12 **Casual Employee** means an employee who is called in as required and works on an hourly basis.

- 1.13 **Temporary** means a full-time or part-time position filled by an employee assigned for a specified period of time not to exceed twelve (12) months. The period of time may be extended by mutual agreement.
- 1.14 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 1.15 **Class** means a group of positions whose equivalent duties, responsibilities and qualifications are so alike that the same schedule of pay can be equitably applied to all positions in the group.
- 1.16 **District Director** means the director of the John Howard Society of Saskatchewan office in which this district director is located.
- 1.17 **Fulltime** means an employee who has been permanently appointed to a full-time position and works on a regularly scheduled basis.

ARTICLE 2 SCOPE

- 2.1 The terms of this Agreement shall apply to all employees of the employer excluding the following:
- The Executive Director;
District Directors;
Administration Officer.
Practicum Students;
HRDC
CANSASK summer students
Any in-scope employee who has filled an out-of-scope position for twelve (12) consecutive months.

ARTICLE 3 UNION SECURITY

3.1 Employer Recognition of the Union

The employer recognizes the Saskatchewan Government Employee's Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 2.1. The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the employer or any differences that may arise between them.

No employee or group of employees shall undertake to represent the Union at meetings with the employer's representative without the

proper authorization of the Union. The Union will supply the employer's representative with the name of its officers. The employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

Union's Recognition of the Employer

The Employer has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Employer shall not be in conflict, nor inconsistent with the provisions of this Agreement.

3.2

Work of the Bargaining Unit

a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in the cases mutually agreed upon by the parties. Out of scope staff may be used to perform the work of the bargaining unit for a maximum of four (4) weeks, not to displace a member of the bargaining unit but to meet work demands during the short-term absence of a member of the bargaining unit or to maintain programming and services where insufficient funds are available.

b) **The Role of Volunteers**

The Society and the Union agree that the John Howard Society of Saskatchewan has traditionally used volunteers and may continue to do so to enhance, supplement, and complement the work of the Society, the employees and its councils in the community. Guidelines and appropriate use of volunteers shall be determined on a program by program basis by a joint Union/Management committee.

That the joint Union/Management Committee develop, within six months of signing of this Collective Agreement, the guidelines for the appropriate use of Volunteers based on the principles as outlined in Article 3.

c) **The Role of Practicum Students**

The Society and the Union agree that the John Howard Society of Saskatchewan has traditionally provided an educational/training environment for practicum students. This educational placement is for the benefit of the student and the organization and is not be utilized to address time periods of under staffing. Practicum students shall not be board/council members prior to a break period of six (6) months from their respective positions.

3.3

No Contracting Out

a) The Employer agrees that all work or services performed by the bargaining unit shall not be subcontracted, transferred,

leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit employees, except where mutually agreed by the parties.

3.4 No Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction, favouritism or coercion exercised or practised with respect to any worker in the matter of hiring, wage rates, training, up-grading, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of mental illness, age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender or marital status, family relationship, pregnancy, place of residence, physical handicap, nor by reason of her membership or activity in the Union or any other reason within the context of human rights. The presence of a criminal record will not alone preclude employment and will be investigated to determine the circumstances and the relevance of the convictions for the position being considered in accordance with any applicable legislation.

3.5 Refusal To Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out an employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages by the Employer.

3.6 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 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.

3.7 Check-Off

The Employer agrees to deduct on behalf of the Union when requested in writing by the employee and accompanied by signed authorization cards, all initiation fees, monthly dues, assessment and levies, from and on behalf of all employees who are members of the

Union from the employee's pay cheque each month. The Employer shall remit such deductions to **the Union** prior to the tenth (10) day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made. This shall include the names of all employees who have terminated employment and their date of severance.

3.8 **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.

3.9 **New Employees**

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

A representative of the Union shall be given a reasonable period of time during working hours to acquaint new members with the benefits and duties of union membership and of signing dues deduction authorization cards, etc.

3.10 **Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from her pay cheque and shall be entitled to all benefits and rights for the first six (6) months. After six (6) months she shall be entitled to all benefits and rights except seniority. Employees shall be paid in accordance with Article 18.5. No employee shall be appointed to an out-of-scope position without her consent except in cases of emergency.

3.11 The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government Employees' Union when dealing or negotiating with the employer. A representative shall have reasonable access to the employees, during working hours, in order to investigate and assist in settling any grievances.

3.12 **Bulletin Boards**

The Employer shall make available to the Union a bulletin board in each workplace 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.

3.13 The Employer shall post in each workplace:

- a) in advance of each provincial board meeting, a copy of the agenda of each meeting; and
- b) subsequent to each provincial board meeting, a copy of the entire provincial board meeting minutes.

3.14 **Devolution**

The Employer agrees to advise the Union of any initiatives that, involve the devolution of or the removal or relocation outside of the bargaining unit, of services to or from the John Howard Society of Saskatchewan. Union representation will be provided at all internal meetings held to discuss possible service changes and will be immediately informed of any decisions regarding change of delivery of service.

Both parties agree that the following principles will be followed in all situations where service provision is turned over to another community organization.

- 1. The new employer will recognize the Union and the Collective Agreement.
- 2. Employees will move with their jobs unless agreement is reached otherwise.
- 3. If employees do not move with the work, the Employer will make every effort to provide one of the following:
 - a) another acceptable job
 - b) early retirement
 - c) retraining and re-employment

ARTICLE 4 GRIEVANCE PROCEDURE

Both parties agree that every effort shall be made through discussion and consultation in an attempt to resolve problems prior to initiating the grievance process.

4.1 Definition of a Grievance

A grievance shall be defined as any dispute between the Employer and any Employee or the Union on behalf of the Employee regarding the interpretation, meaning, operation or application of this agreement.

4.2

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 her grievance in accordance with the Grievance Procedure. Stewards shall be allowed to process grievances with the Employer during working hours and without loss of pay, subject to reasonable requirements. The Union shall notify the Employer's representative(s) in writing of the name of the steward.

4.3

A Union representative shall have access to employees during working hours, at a time agreed upon with the District Director, in order to investigate and assist in settling any grievances. This access shall not unduly interfere with the performance of the employees' duties.

4.4

Procedure

An earnest effort shall be made to settle grievances as fairly and promptly as possible in the following manner:

Step 1:

The grievance shall be submitted in writing by the Union on behalf of the aggrieved to the District Director or her designate within thirty (30) calendar days of discovery of cause for a grievance. That District Director or her designate shall render a decision in writing within fourteen (14) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director or her designate and to the Chief Executive Officer of the Union.

Step 2:

If a satisfactory settlement cannot be effected at Step 1, the Union may, within thirty (30) calendar days, submit the grievance to the Executive Director with copies to the Chairperson of the Local Council and Provincial Chairperson of the Board. The Executive Director or their designate will render a decision in writing within ten (10) calendar days of receipt of the grievance at Step 2.

Step 3:

Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to arbitration by the Union within thirty (30) calendar days.

4.5 **Grievance Process**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 2 of this Article shall be used to initiate the grievance.

4.6 **Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representatives may not enter into discussions or negotiations with respect to the grievance, with the aggrieved employee.

4.7 **Changes to the Agreement**

Any mutually agreed changes to the collective agreement shall form part of this collective agreement and are subject to the Grievance Procedure.

4.8 **Access to Grievance Information from Employer**

In addition to employee rights contained in Article 6.3, the employer agrees to provide to the Union, payroll information when requested in writing and accompanied by signed authorization of the employee concerned.

4.9 **Technical Objections to Grievances**

No grievance shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ARTICLE 5 ARBITRATION

5.1 **Establishment and Composition of an Arbitration Board**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the Board by the applicant shall be included.

Within fifteen (15) calendar days of receiving the notice, the party receiving notice shall furnish the name of its appointee to the Arbitration Board.

Within fifteen (15) working days of the appointment of the second person, the two appointees shall appoint a third member of the Board who shall be the Chairperson. If the two appointees fail to agree within the time limit, **the party that submitted the grievance shall within fifteen (15) days of the expiry of the above time limit request the Minister of Labour to appoint a Chairperson.**

5.2 **Procedure of an Arbitration Board**

The Chairperson of the Board shall fix the time and place of sittings after consultation with the other members and notify the parties. The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

Witnesses shall be paid by the party calling them. Board witnesses' cost shall be shared equally by the parties.

5.3 **Decision of an Arbitration 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 shall be final, binding and enforceable on all parties.

The Board shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within eight (8) days.

5.4 **Expenses of an Arbitration Board**

Each party shall pay the fees and expenses of the arbitrator it appoints. The fees and expenses of the Chairperson and any other common expenses, shall be shared equally by both parties.

ARTICLE 6 DISCIPLINE, SUSPENSION, DISMISSAL

Preamble

Both parties agree that 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.

The Employer acknowledges the right of employees to have any difference regarding disciplinary action or dismissal heard through the grievance and arbitration process.

6.1 Any employee may be dismissed or suspended but only for just cause, and only upon the authority of the employer. In the event the employer initiates a disciplinary action against an employee, the following procedure shall be followed:

6.2 **Burden of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the employer. The record of an employee shall not be used at any time after twelve (12) months following a disciplinary action.

6.3 **Records of Employees**

Personnel records of an employee shall be open to her scrutiny upon request and in the presence of the employer. A Union representative, upon authorization in writing by the employee, shall have access to the file. Records of discipline will be removed from an employees file after a period of 12 months. However, if a related incident occurs within twelve (12) months of such records, the record will be kept on file for a further twelve (12) months from the date of the subsequent record.

6.4 **Oral Reprimand**

The District Director will orally outline to the employee any reasons for the reprimand, how she should correct her work and what will happen if her misconduct continues. There is no official written report of an oral reprimand.

The Employee will be informed by the Employer of any meeting where they intend to provide an oral reprimand and advise them of their right to have a steward present.

6.5 **Letter of Reprimand**

The District Director shall reprimand that employee by means of a letter of reprimand to the employee within forty-five (45) calendar days of the event becoming known to the employer. Such letters shall become part of an employee's record (subject to Article 6.2). The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union on request of the employee unless a shop steward is present as a witness specified by the employee.

6.6 **Suspension**

The employee will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A shop steward shall be present as witness. Letters of suspension shall be forwarded to **the Union** on the request of the employee.

6.7 **Dismissal**

Dismissal shall be effected by the District Director or her designate. The employee shall receive written notice of the action which shall include a specific statement of just cause. Letters of dismissal shall be forwarded to **the Union** upon request of the employee.

6.8 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure (Article 4). Step 1 of the Grievance Procedure may be omitted in such cases.

6.9 **Reinstatement of Rights**

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

6.10 **No Discipline**

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe or work in unsafe premises. Such job or equipment is not to be reassigned until the Occupational Health Committee is satisfied with safety modifications.

ARTICLE 7 SENIORITY

7.1 **Definition**

The seniority of an employee is defined as the length of service with the employer.

7.2 **Seniority of Casuals**

Seniority for casuals shall be based on the number of paid hours worked.

7.3 **Seniority Lists**

The employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the

employer or in the case of casuals, the number of hours worked. Such lists shall be sent to the Union in January of each year and remain posted on the bulletin board for the balance of the year.

7.4 **Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) An employee is dismissed and is not reinstated.
- b) Resignation in writing not withdrawn within six (6) working days of its submission.
- c) Failure to return to work without a reason acceptable to management following the completion of a leave of absence or within fifteen (15) calendar days' notification by the employer to return to work following a lay-off, unless through sickness or other just cause.
- d) An employee has been on the re-employment list or laid off for 24 months.

ARTICLE 8 APPOINTMENTS AND STAFF CHANGES

8.1 **Filling Positions from Re-employment Lists**

When a position becomes vacant or a new position is created, and the Employer wishes to fill the vacancy, it shall be posted for competition in accordance with the remainder of Article 8 in the event that there is no employee on the re-employment list who is deemed to be qualified.

8.2 **Filling Positions by Competition**

All vacancies and new positions covered in the scope of this Agreement which the Employer wishes to fill and which involve promotion, demotion, transfer or permanent employment, shall be subject to competition within the Provincial Society.

8.3 Job competition shall allow a minimum of ten (10) calendar days for applications to be submitted. Where the Employer and the Union reach an agreement, posting may be reduced, or may not be required for that particular position.

8.4 All casual employees and employees who are on lay-off shall be informed by mail on the date of the posting, or as soon as possible.

8.5 **Information on Posting**

The bulletin shall set out the following information:

- a) name of position;

- b) a brief description;
- c) qualifications required;
- d) salary;
- e) hours of work;
- f) deadline date for application and other pertinent information;
- g) location.

8.6 **Notification of Applicants**

- a) The Employer shall notify the Union of the successful applicant.
- b) the Union shall have the right, to have a representative on the hiring committee present during all aspects of the competition. The Employer will advise the Union at least 24 hours prior to convening the screening or interview process.

8.7 The Employer shall standardize all interviews and an established set of questions for all applicants shall be provided to the observer.

8.8 **Notification of Successful Competition**

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

The employer shall provide a full written explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion or transfer upon the employee's request.

8.9 **Promotions or Appointments to Permanent Staff**

Providing qualifications are sufficient to perform the required duties, the applicant with the most seniority in the bargaining unit shall be appointed to the position within thirty (30) calendar days after the closing date of the bulletin. Qualifications shall include knowledge, skills, ability and experience.

8.10 **Probationary Periods**

- a) Employees hired into permanent positions upon initial appointment shall serve a probationary period of six (6) months from the date of appointment which may be extended once for three (3) months by mutual agreement.
- b) Employees hired on a casual basis shall serve a probation period of three hundred (300) hours.
- c) Employees transferring or promoting shall serve an additional probationary period of three (3) months in their new position which may be extended once for three (3) months by mutual agreement.

Should an employee's performance fail to meet the requirements of the new position or the employee wishes to revert to her former position and so notifies her supervisor in writing, she shall be returned to her former position and increment date, at the same step in the range she would have been in had she remained in the position, without any loss of seniority.

8.11 **Completion of Probationary Periods**

At the successful completion of the probation the employee shall be so informed in writing.

8.12 The Union shall be notified **in writing to the Shop Steward**, of all appointments, hirings, lay-offs, recalls and terminations of employment.

8.13 **Orientation**

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

8.14 **Employment Equity**

The parties to this agreement recognize the importance of employment equity. In the event that a position becomes available and there are no in-service applicants for the position, a qualified person from one of the target groups (aboriginal, women in non-traditional role, disabled, visible minority) has first priority.

ARTICLE 9 JOB SECURITY

9.1 **Present Conditions and Benefits**

All rights, benefits, privileges and working conditions which employees enjoyed, received or possessed at time of certification, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the employer and the Union.

9.2 **Long Term Disability or W.C.B. Leave**

- a) Employees who are on long term disability or Workers' Compensation shall be given an unpaid temporary leave of absence for a period not to exceed two years until they are fit to return to work. An extension of such leave may be granted upon request of the employee and shall be granted for an additional year upon receipt of a Doctor's certificate that indicates the necessity of such extension.

- b) During the first year of such leave, employees who are fit to return to work and are able to perform the duties required shall be reinstated in their previous position or an equivalent. During the second and subsequent year of such leave, the employee shall be offered the first available position for which he/she is qualified.
- c) Employees on such leave shall continue to accrue seniority during the term of the leave providing that the reason for such leave was work related.
- d) The Employer and the Union agree to find employment when possible, within the bargaining unit for employees able to work, but unable to fully return to their former position.

9.3 **Employer Amalgamation**

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

9.4 **Employee Benefits**

The employer agrees to maintain and pay half the total cost of a benefit package which includes Long Term Disability, Pension Plan, Dental Care, Extended Health Coverage, and Group Life Insurance. Changes made to these benefits will be negotiated between the parties.

Effective May 1, 1992 the John Howard Society pension plan vesting formula shall be:

- After 2 years of service - 10%
- After 3 years of service - 20%
- After 4 years of service - 60%
- After 5 years of service - 100%

Less than half time employees, upon accumulation of 6,960 seniority hours (equivalent of four full-time years of employment), shall be entitled to a payment in lieu of Pension contributions at a rate of 3.5% of gross wages. This payment shall be added to each pay cheque.

The Employer shall pay for the costs of an Employee and Family Assistance Plan as outlined in Appendix 1 of this Agreement.

The Employer and the Employees shall participate in a Short Term Disability Plan.

The parties further agree to continue to review the existing benefit package to seek efficiencies in cost without loss of benefits.

This review will occur prior to the conclusion of this Collective Agreement with recommendations to be made to members and the John Howard Society Board.

ARTICLE 10 LAY-OFFS AND RECALLS

10.1 Definition of Lay-Off

A lay-off shall be defined as reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

10.2 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of seniority.

10.3 Position Abolishment and Bumping

10.3.1 Notice of Job Abolishment

The Employer will advise the Union as far in advance as possible of any impending layoffs, and in all instances where positions are abolished.

10.3.2 Options of Employees Who Have Received Notice

An employee who is having his job abolished shall have the right to exercise any one of the following options:

- to exercise "bumping" (displacement") rights on the basis of her total seniority.
- to go on layoff and thereafter be entitled to exercise re-employment rights as per Article 10.4.
- to retire
- to resign and receive severance pay as per Article 10.7.

10.3.3 Qualifications

Employees can only bump into positions for which they are qualified.

10.3.4 Notice to Exercise Bumping Rights

An employee who intends to exercise her bumping rights shall indicate her intention in writing to the designated supervisory official within five (5) working days of receipt of the notice of job abolishment.

10.3.5 **Acceptance of an Offer of a Position**

An employee shall have three (3) full days to consider the offer of a position made as a result of exercising her bumping rights. If the offer is refused, the employee may exercise her other options under 10.3.2.

10.3.6 **Bumping Process**

Step 1

An employee shall exercise her total seniority to bump the employee with the least total seniority in her own class, in her own location. If this does not provide for a position, the employee may opt for Step 2 or Step 3.

Step 2

An employee shall bump the employee with the least total seniority in her own class, in another location.

Step 3

An employee shall bump the employee with the least total seniority in a lower series of classes appropriate for this purpose in her own location. The designated layoff series in each instance shall be as agreed upon between the Employer and the Union.

If Step 2 or 3 does not provide for a position, the employee may opt for Step 4.

Step 4

An employee shall bump the employee with the least total seniority in a lower series of classes appropriate for this purpose, in another location. The designated layoff series in each instance shall be agreed upon between the Employer and the Union.

If Step 1 to 4 do not provide for a position, an employee may exercise her options as provided for in 10.3.2.

All bumping under the preceding steps shall occur on the basis of seniority and qualifications regardless of whether the employee works full-time or less than full-time.

10.4 **Re-employment List**

An employee who is laid off, shall have her name placed on a lay-off list for a period of two years and receive notification of vacancies in accordance with Article 8.4.

10.5 **No New Employees**

New employees shall not be hired until those laid off have been given the opportunity of recall in a position for which they are qualified.

10.6 **Advance Notice of Lay-Off**

Where employees are laid off, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of lay-off. A copy of the notice of lay-off shall be sent to the Chief Executive Officer of the Union. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

10.7 **Severance Pay**

Following completion of two (2) years of employment or more with John Howard Society of Saskatchewan, any employee who is laid off and chooses to resign or does not gain re-employment prior to expiration of the two year period on lay-off lists, will receive two day's pay for each six (6) months of employment.

ARTICLE 11 HOURS OF WORK

11.1 **Office Hours**

Full-time employees shall work seven and one-quarter (7 1/4) hours per day, Monday to Friday. Such employees shall receive two (2) work days off per month with pay. These days off with pay may be accumulated to a maximum of five (5) days.

Less than full-time shall also earn days off with pay on a pro-rated basis. Such earned days off shall be paid out with each pay cheque at a rate of 9.23% of gross earnings. Employees may opt to take time off with pay based upon their accumulated earnings. Employees will indicate at the beginning of each fiscal year their preference.

11.2 **Start and Stop Times**

Regular daily hours shall be between 8:00 a.m. and 5:00 p.m., Monday to Friday. Local office hours may vary by local agreement.

“Hours of work shall be based on 7.25 hours per day, not to exceed 36.25 hours per week.”

“Modifications to these hours of work may be made by the agreement of the Union and Management.”

11.3 The employer agrees that split shifts arrangements shall be avoided in all working schedules.

ARTICLE 12 OVERTIME

12.1 All hours worked in excess of the regular daily hours, on rest days or hours worked on a designated holiday shall be considered overtime.

12.2 Compensation

a) All overtime shall accumulate at a rate of 1 1/2 X the regular rate of pay. Such overtime shall be paid out or at the employee's request may be taken as time off at overtime rates.

b) If TOIL is requested, the time off shall be taken within two (2) months. The Employee and the District Director shall decide on a mutually agreeable time. If the employee is unable due to work requirements to take the time, the employee shall be paid out.

12.3 All overtime shall be voluntary.

12.4 Employees called back to work after their regular hours shall receive a minimum of two (2) hours at overtime rates.

12.5 All overtime shall be authorized by the District Director in consideration of program requirements.

ARTICLE 13 DESIGNATED HOLIDAYS

13.1 Designated Holidays shall mean

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

Saskatchewan Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and one other day to be mutually agreed upon between the parties, and any other day legislated by the Federal or Provincial Governments as a holiday.

13.2 When a designated holiday falls on a day of rest the holiday shall be observed, unless mutually agreed otherwise between the parties, on the first working day following the day of rest.

ARTICLE 14 ANNUAL VACATION

14.1 The vacation year is defined as the twelve (12) month period commencing April 1st of each year and concluding on March 31st of the following year. Employees shall be entitled to take vacation in the year in which it is earned. Employees will be credited their vacation entitlement on April 1 of each year.

14.2 That the Employer will make every effort to assist the employee to take their vacation leave within the fiscal year it is earned. In the event that this is not possible, the employee has the option to request carry-over under Article 14.4. If the Employee is refused carryover of their vacation leave credits, the Employer will pay the employee for all outstanding vacation leave earned but not taken.

Employees who terminate their employment or who are employed less than half time shall receive pay in lieu of earned but unused vacation leave.

Employees who terminate their employment and have taken vacation leave greater than that earned, shall reimburse the Employer for such unearned vacation leave.

14.3 **Vacation Credits**

- a) In the first (1st) year and up to and including the fifth (5th) year of continuous employment, one and two-thirds (1 2/3) days for each completed month of service.
- b) In the sixth and up to and including the tenth (10th) year of continuous employment, two and one-twelfth (2 1/12) days for each completed month of service.
- c) In the eleventh and subsequent years of continuous employment, two and one-half (2 1/2) days for each completed month of service.
- d) All less than full-time shall earn vacation credits on a prorated basis.

14.4 **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 shall be approved. Consideration will be given for carry-over in excess of five (5) days by the District Director.

14.5 **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.

14.6 Upon the request of the employee, she shall receive her vacation pay prior to going on leave.

14.7 Where a conflict occurs regarding scheduling of vacation, seniority shall apply in the first instance and by rotation thereafter.

ARTICLE 15 SICK LEAVE

15.1 Sick leave shall mean a period of time during which an employee is absent from work due to being sick who is ill, or because of accidental injury arising out of and in the course of employment for which compensation is not payable under The Workers' Compensation Act.

15.2 Full-time and part-time employees shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days leave for each equivalent full month of service to a maximum accumulation of eighteen (18) days per year. Such sick leave shall accumulate from year to year, **to a maximum accumulation of eighty-five (85) days.**

15.3 **Leave of Absence While Sick**

In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work or for a period of one year. Such leave shall be reviewed annually. Such employee shall be replaced by a temporary.

Seniority shall accumulate during such leave to a maximum of one year.

Employees granted leave of absence under this clause for longer than one year, shall at the end of such leave have their name placed on the re-employment list subject to Article 10.3 and Article 10.4.

15.4 **Sick Leave Records**

An employee's record of accumulated sick leave credits shall be made available to each employee upon request.

15.5 Each insured person covered by the plan is credited, after three months of continuous employment, with one and one half days of paid sick leave for each month of continuous employment of which at least

one day per month is to be used only in the case of the insured persons illness or injury.

- 15.6 A medical certificate(s) shall be required from the employee reporting in excess of three (3) consecutive days. The employer shall pay the costs of any such certificate.

ARTICLE 16 FAMILY LEAVE/PRESSING NECESSITY

- 16.1 Leave with pay up to 2 days per year shall be granted to any employee for family care obligations. Such leave is to be used for parenting and family obligations, i.e. child care, parent/teacher time, day care co-op time, care of the elderly, etc. This will not be deducted from sick leave.

Necessary time off from work with pay shall be granted to an employee for pressing personal matters or family obligations, including illness in the family.

The first two (2) days per year accessed under this clause shall not be deducted from sick leave. Leave accessed in excess of two (2) days per year will be deducted from sick leave entitlement.

- 16.2 Employees shall be entitled to an additional unpaid leave of absence of up to one year, with no loss of seniority or benefits to attend to family obligations.
- 16.3 Where possible employees shall be entitled to flexible hour arrangements on a temporary basis to accommodate appointments, special family events, etc.

ARTICLE 17 LEAVE OF ABSENCE

17.1 General

Upon application, an employee may be granted a leave of absence without pay for a period not exceeding one (1) year. The written request shall be submitted to the Employer. The Employer shall provide a written response within ten (10) working days of receiving the request. Such requests for leave shall not be withheld unreasonably.

When an employee is given leave of absence without pay or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, that employee shall retain their existing accumulated benefits and seniority at the time of such leave or lay-off.

Leave of absence not to exceed one (1) year will be granted to less than full time employees to pursue full time employment outside the organization (JHS) for up to one year. They shall retain accumulated benefits and seniority during such leave.

17.2 **Maternity, Paternity, and Adoption Leave**

An employee shall be granted leave without pay for a period of one (1) year in the event of pregnancy or adoption.

Upon return from such leave the employee shall be reinstated in their former position. Such employee is entitled to their previous rate of pay without loss of benefits, increments, or seniority.

Employees shall be entitled to access sick leave provisions in accordance with Article 15.

17.3 **Child Care Leave**

An employee with sufficient cause may be granted Child Care Leave up to a maximum of four (4) months without pay. There shall be no loss of seniority, benefits, increments, or job security while on Child Care Leave.

17.4 **Bereavement Leave**

Bereavement leave with pay shall be granted to an employee. Such leave shall consist of five (5) days (out of town) or three (3) days (in town) per family member. Additional time may be granted under extenuating circumstances without pay.

17.5 **Union Leave**

The Employer agrees that it is the right of all employees to participate in the affairs of the Union, providing that one (1) week's notice is provided.

- a) Employees will be granted leave of absence to attend conventions and conferences of the SGEU and its affiliates to which they are delegates.
- b) Employees will be granted leave of absence to attend union education courses.
- c) Employees will receive leave of absence with pay and without loss of benefits.
- d) The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer under this Article.
- e) Employees shall continue to accumulate seniority and all benefits while on leave of absence under (a) and (b) above.
- f) Long Term Union Leave: The Employer may grant leave of

- absence without pay for up to one year to an employee who is elected to a full-time office or position with the Union.
- g) Upon request to her supervisor and upon the approval of the District Director, an employee who has taken Union Leave shall have available casual assistance. This assistance shall be based upon the hours of accumulated union leave or portion thereof in her program.

17.6 Education Leave

Employees taking courses extramurally shall be reimbursed for their tuition, necessary books and materials, provided that the courses are job related, successfully completed and have had prior approval of the District Director. When the courses are not and will not be available in a reasonable period of time outside of office hours, time away from work may be arranged.

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications.

In consideration of the above, the employee agrees to return to the employ of the Employer and provide six (6) months service for each course completed. Failure to return to the employ of the Employer or to return only a partial return service commitment to the Employer requires repayment of a pro rata proportion of the reimbursement provided to the employee.

The Employer will allocate \$500.00 per fiscal year from surplus Union leave reimbursements, defined in work situations where not backfill is provided, for employee educational programs for Union representatives (in accordance with Article 17.6)

17.7 Subpoena to Court

Time spent on a scheduled working day by an employee required to serve as a juror or subpoenaed as a witness shall be considered as time worked at the appropriate rate of pay, less any payment.

17.8 Employees must be employed for at least eighteen (18) months before becoming eligible for any Leave Of Absence 17.1 General or 17.6 Education Leave. Employees shall provide at least thirty (30) calendar days notice of intended leave of absence.

ARTICLE 18 PAY ADMINISTRATION

- 18.1 The rates of pay as established in Appendix "A" of this Agreement shall be the rates paid to the employees covered by the Agreement.

18.2 **Pay Periods**

Employees shall be paid on the third last banking day prior to the end of the month. Each employee shall have the option of mid-month advances against accrued salary.

18.3 **Statement of Earnings**

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

18.4 **Temporary Performance of Higher Duties**

An employee who is assigned higher duties shall be paid accordingly to the performance formula of a minimum of 8% of gross salary or the next step in the classification, whichever is greater.

The promotional formula effective April 1, 1993 shall be:

$$P = (R-N) \times H$$

WHERE:

P = T.P.H.D. Pay Premium

H = Hours Actually Worked in T.P.H.D. Position

R = Hourly Rate of Pay in the T.P.H.D. Position

N = Hourly Rate of Pay in the Home Position

18.5 **Promotion**

On promotion of an employee, her rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than an eight percent (8%) increase. In such a case, her rate shall be adjusted to the step in the pay range yielding at least 8%.

18.6 **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.

18.7 **Travel and Allowances**

- a) All employees authorized to use their vehicles in the performance of their duties shall receive the mileage rate **agreed to by the Public Service Commission and SGEU.**
- b) The meal rate and a per diem allowance will be established and adjusted in accordance with the PS/GE Collective Agreement.

- c) The accommodation rates shall be actual and reasonable charges supported by a receipt.

18.8 **Calculation of Sick Leave, Vacation Leave and Scheduled Days Off**

The month that an employee commences or discontinues employment shall be considered as a full month for the purposes of sick leave, vacation leave, and SDO accumulation.

18.9 **Changes in Pay Range**

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

ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION

19.1 **Maintaining a Classification Plan**

The Employer shall maintain job descriptions in a manual kept in the District Director's office available for inspection.

19.2 **Classification Shall Be Submitted to the Union**

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

19.3 **Changes in Classification**

When the volume of work or the duties of any position is altered or changed, or where the Union or the employee feels they are incorrectly classified or when a new position, not covered in Appendix A, is being created during the term of this Agreement, the rate of pay, hours of work shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification and subject to the regular grievance and arbitration procedure contained in this Collective Agreement.

19.4 **Challenge from Senior Employees**

When reclassification is due to new or additional duties and responsibilities, the most senior qualified employee shall be appointed.

19.5 **Downward Classification**

No employee shall have her wages reduced as a result of downward classification. Such an employee's name shall be placed on re-employment list for a classification of positions similar to and with the

same salary range as her position before it was downgraded.

19.6 **Joint Class Plan Committee**

A Joint Committee of equal representation from the Employer and the Union will negotiate and oversee the establishment and implementation of any new class plan. All aspects of the class plan will be negotiated. The Committee will meet within ninety (90) days of the signing of the Collective Agreement with the intent to have a new class play implemented within one year.

ARTICLE 20 SAFETY AND HEALTH

20.1 The Employer shall make all reasonable provisions for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards. The Employer recognizes the rights and responsibilities of the Health and Safety Committee as per The Occupational Health and Safety Act.

20.2 **Meetings**

The Employer and the employees agree to meet and to co-operate in resolving all unsafe, hazardous, or dangerous working conditions. The parties shall establish a joint labour-management committee:

- to oversee the operation of the occupational health and safety program.
- to seek improvement in the effectiveness of the occupational health and safety program.

Representatives of the employees shall suffer no loss of pay for attending such meetings.

20.3 **Workplace Inspections**

The Committee shall conduct workplace inspections at intervals it deems advisable, and shall notify the employer in writing of any unsafe conditions found. The employer shall promptly undertake suitable corrective measures, and will report in writing to the Committee of the action he has taken.

20.4 **Working Alone**

When any worker works in relative isolation, the employer shall provide an effective means of ensuring the safety of the worker in an appropriate manner.

20.5 **Video Display Terminals**

The Employer will minimize any harmful effects from V.D.T.s by obtaining proper and available technology and reviewing procedures for their use. Upon request, a pregnant employee shall be assigned duties which do not include the use of V.D.T.s.

Employees operating VDT's shall not be required to work longer than two (2) continuous hours without a rest period. The rest period shall not be in addition to the daily rest periods presently being provided.

20.6 **Workplace Stress**

The employer recognizes its responsibility to reduce workplace stress whenever possible. Therefore a standard acceptable workload establishing an employee to client ratio will be established by July 1, 1992 and annually at the same date thereafter for the Alternative Measures and Placement Programs.

20.7 **No Discipline**

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

20.8 **First Aid**

Adequate first aid supplies shall be made available in all Employer work sites.

20.9 **Recognition of Social Illness**

The Employer and the Union recognize that mental illness, alcoholism, and drug abuse are illnesses. Where necessary, sick leave benefits will be granted for treatment on the same basis as health problems. Employees whose spouse is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave of absence without pay to participate with her spouse in such rehabilitative program.

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

ARTICLE 21 HARASSMENT

21.1 Definition of Harassment

Harassment is defined as any unwelcome or unwanted action by any person against another, in particular by Management or a co-worker. It can be a verbal, non-verbal or physical action or a display of materials of a sexual or a non-sexual nature on a single or repeated basis, which humiliates, insults, degrades, threatens, or intimidates. "Unwelcome" or "unwanted" in this context means any actions which the harasser knows or ought reasonably to know are not desired by the victim of harassment.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control.

21.2 Statement of Agreement by the Parties

To create a harassment-free workplace, the parties are committed to the joint development of pro-active programs to eliminate all forms of harassment. The parties further agree that harassment in the workplace will not be tolerated. All employees are encouraged to use this Policy prior to involving outside agencies.

21.3 Roles of the Parties

The Union will:

- Recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- Not condone or tolerate any harassment.
- Support and encourage its members to speak out and confront harassers.
- Defend their members when inappropriate disciplinary sanctions are imposed by the Employer.

The Employer will:

- Provide a workplace that is free from harassment.
- Recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behaviour. The Employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable in bringing forward complaints and secure in confronting the alleged behaviour and/or harassment.

21.4 **Complaints Procedure**

21.4.1 **Obligation**

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation and/or repercussions after reporting incidents and during any investigation. Protection may also be appropriate when effecting the final decision on a complaint.

21.4.2 **Procedure for Handling Harassment Complaints**

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

Step 1 (Informal)

- a) Any complaint may be lodged in confidence with a Management official of their choice, or a formal complaint may be lodged directly at Step 2.
- b) Management will inform the alleged harasser of the complaint.
- c) The complaint shall be investigated in confidence and an honest attempt will be made to achieve resolution.
- d) If a satisfactory resolution is achieved, the process ends here.
- e) If no satisfactory resolution is achieved, then Step 2 is implemented.

Step 2 (Formal)

- a) A formal complaint shall be submitted concurrently in writing to Management and to the Union.
- b) Upon receipt of the written complaint, Management and the Union shall agree within to investigate the complaint. Management shall assume the costs of the investigator.

The Investigator shall recommend to the Employer whether the alleged harasser or complainant should be removed from the immediate workplace. It is agreed that as a general principle the alleged harasser be the one removed from the immediate assigned workplace. However, in exceptional circumstances (facts such as the emotional and mental health of the complainant), the complainant may be removed.

- c) An opportunity for all parties affected to be heard, will be provided in whatever manner is deemed appropriate by the Investigator.
- d) A response containing a decision and recommendations will be submitted in writing within twenty (20) days to the Union and Board. This time limit may be extended by mutual agreement between the Union and Management.
- e) The Investigator shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the Employer appropriate action, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation.

The Board shall have the authority to determine whether a complaint is frivolous or vindictive, and to recommend the appropriate course of action in such cases.

As this process for the resolution of a complaint of harassment is similar to the grievance procedure, a complainant is precluded from using the grievance procedure in cases of a complaint of harassment.

ARTICLE 22 TERMS OF AGREEMENT

22.1 Duration

The term of this agreement shall be from **April 1, 2007 to March 31, 2011.**

22.2 Notice of Changes

Either party may, not less than thirty (30) days nor more than sixty (60) days prior to the expiry date of this agreement, give notice in writing to the other party to renegotiate a revision thereof.

**APPENDIX A
Effective April 1, 2010**

Caseworkers

	Hourly	Daily	Monthly	Yearly
Base	\$17.84	\$129.33	\$2,802.19	\$33,626.28
1 Year	\$18.45	\$133.74	\$2,897.79	\$34,773.48
2 Year	\$18.86	\$136.74	\$2,962.67	\$35,552.04
3 Year	\$19.28	\$139.79	\$3,028.68	\$36,344.16

Office Manager

	Hourly	Daily	Monthly	Yearly
Base	\$14.59	\$105.80	\$2,292.28	\$27,507.36
1 Year	\$15.20	\$110.21	\$2,387.89	\$28,654.68
2 Year	\$15.62	\$113.26	\$2,453.91	\$29,446.92
3 Year	\$16.03	\$116.25	\$2,518.78	\$30,225.36

Placement Worker

	Hourly	Daily	Monthly	Yearly
Base	\$14.59	\$105.80	\$2,292.28	\$27,507.36
1 Year	\$15.20	\$110.21	\$2,387.89	\$28,654.68
2 Year	\$15.62	\$113.26	\$2,453.91	\$29,446.92
3 Year	\$16.03	\$116.25	\$2,518.78	\$30,225.36

Program Co-ordinator

	Hourly	Daily	Monthly	Yearly
Base	\$19.72	\$142.94	\$3,096.97	\$37,163.64
1 Year	\$20.35	\$147.51	\$3,196.00	\$38,352.00
2 Year	\$20.75	\$150.45	\$3,259.73	\$39,116.76
3 Year	\$21.18	\$153.55	\$3,326.89	\$39,922.68

APPENDIX B

FIRST TIME CONTRACTS

Employees hired into positions created by first-time term contracts of twelve months duration or less shall be paid the salary negotiated between the John Howard Society and the funding agency. However, the salary negotiated shall not be less than the base salary for the office manager position. The Employer will meet with the Union in advance of the implementation of the program to explain and discuss the terms of the contract.

At the conclusion of the first term, the parties will meet and review the program and discuss whether the program will continue. A program change will be defined by a change to at least 25% of the duties in order to determine that a new contract situation exists. If the program is continued the Employer and Union will negotiate which existing classification(s) the position(s) falls into or whether the creation of a new classification(s) is appropriate in accordance with Article 19.3. The incumbent in the position will be eligible for increments in accordance with this Collective Agreement. If the time lapsed between the project continuing on its second term is more than two months, the position will be posted for competition.

Yearly Increments

The Employer agrees to implement the following formula for applying yearly increments.

Employees will be eligible for a one-half (1/2) increment after one year if:

1. They are/were in a half-time position.
2. They worked six (6) months full-time in a one year period.

This formula applies to staff employed as of April 3, 1992 and is restricted to the last two (2) years.

This formula is adopted without prejudice to any grievances the Union may have in regards to this issue.

APPENDIX C

EMPLOYEE & FAMILY ASSISTANCE PROGRAM (E.F.A.P.)

Between: The John Howard Society of Saskatchewan

And

The Saskatchewan Government Employees Union

It is recognized by both parties that many health, social and personal problems can be successfully resolved and that professional assistance is in the best interest of the employee, Union and the Employer.

It is therefore agreed that the two parties jointly establish and implement an Employee and Family Assistance Program.

1) JOINT LABOUR/MANAGEMENT COMMITTEE

A Joint Labour-Management Committee, having equal representation from the Union and the Employer, will be formed to develop the policy statements and operating guidelines of a new Employee and Family Assistance Program (E.F.A.P.).

Union and Management shall each appoint two appropriate representatives to the Joint E.F.A.P. Committee to ensure that it is capable of discharging its duties and responsibilities, as are jointly agreed upon.

This body shall be responsible to assist in and direct the development, implementation, and updating of the E.F.A.P.. They will also assist in the preparation and presentation of training, education and information activities within the E.F.A.P. to ensure stewards and supervisors are familiar with the objectives and procedures required to effectively implement the program.

The agreed upon number of persons engaged in the Joint E.F.A.P. Committee shall be given sufficient time, with no loss in pay, to perform program duties. The Joint Committee will meet quarterly.

2) OBJECTIVES

The objectives of the Employee Assistance Program will be to encourage employees to voluntarily seek assistance for personal problems, and to assist those employees whose personal problems are adversely affecting their work performance.

- 3) The Committee shall select an independent agency as an advisor to the Committee and determine what range of services each employee will receive who accesses the E.F.A.P.

- 4) **PROGRAM ACCESS**

Every permanent employee shall have access to the E.F.A.P.. Employees who hold temporary, part-time or casual status who have worked a consistent work pattern over a twelve (12) month period shall also have access to the Program.

Program benefits shall cease upon termination of employment.

- 5) **EMPLOYEE RIGHTS**

The fact that an employee has been accepted into the Program will not, by itself, jeopardize job security nor create discrimination in promotional opportunities.

Employees participating in the Program shall be entitled to all rights and benefits as provided in the current Collective Agreement, as well as to future Program benefits as agreed to be the Joint Union-Management Program.

- 6) **CONFIDENTIALITY**

Every effort will be made to retain confidentiality as to an employee's participation and the reason for an employee's involvement in the Program. Community agency treatment records, medical reports, or other reports arising from an individual's health assessment will be released only with the informed written consent of the employee.

- 7) **EMPLOYEE RESPONSIBILITY**

The decision to accept involvement in the Program is the personal responsibility of the employee. Employees participating in the Program will be expected to meet existing job performance standards and established work rules, except where, in the judgment of the agencies, those rules or standards are inappropriate to effect the resolution of the problem.

PROGRAM OPERATION

- 1) The service is designed to assist eligible employees and/or members of their immediate families (spouse or dependent children) who are experiencing personal difficulties and who choose to seek out the assistance on a voluntary basis.

2) No personal information that is given to the counsellor by an employee will be shared with any other source, either within the organization or the general community, without the written consent of the employee in question, unless required by law.

3) Employees may gain access to the service through voluntary or self referrals, suggested referrals or mandatory referrals.

In the case of a voluntary referral, the Employer is notified only that an employee has contacted the independent agency directly. Employees may also ask their Employer, shop steward or other person to arrange the first appointment with the Agency. No entries are made in the employee's record and the strictest confidence is maintained. This is the most common and preferred type of referral.

If in the normal evaluation of performance, the Employer has reason to believe that an employee has a personal problem that may adversely contribute to his/her work performance, the Employer may suggest that the employee consider an interview with a counsellor. In such cases the written record of the interview may note that the suggested referral was made by the Employer.

A mandatory referral is available to the Employer when there is a documented case for disciplinary action or termination of an employee. If the employee rejects the offer of mandatory referral, the normal disciplinary procedures will resume. The mandatory referral must be fully explained to the employee in a face-to-face meeting with the Employer. It must be emphasized that participation is still voluntary and that decisions related to continued employment must be based on job performance - not attendance or non-attendance at an E.F.A.P.

In this instance, the Employer will be informed only if the employee has attended counselling and is willing to seek assistance for the problem. No personal information about the employee or his problem is indicated to the Employer.

4) While suggested or mandatory referrals may be used by the Employer in dealing with an employee whose performance is in question, this is not an automatic step in the progressive disciplinary procedure.

5) The Agency will maintain a clearly neutral role in matters affecting the relationship between the Employer and its employees. The Agency representatives will work within the frame of reference of the Employer's E.F.A.P. design, but are primarily accountable to the Agency. These representatives cannot be required by the Employer to act outside of the Code of Ethics of the profession, or the Policy of the Agency.

- 6) The Agency staff will be available during normal working hours to take referrals. An answering service is available at other times. Counselling to employees and their families is available during normal working hours. Where employees are not able to come during this time, arrangements will be made to see them in the evenings or on weekends.
- 7) The Agency undertakes the primary responsibility for the treatment of a troubled employee or family who requires service, or where appropriate referral to other services is indicated. In the case of referral, the counsellor tracks the matter sufficiently to establish that the employee is connected with the resource and provides follow-up services as required.
- 8) The Agency will provide periodic consultations for planning, monitoring, and evaluation of the service as decided between the Organization and the Agency. The rate is agreed on and outlined in the Contract.
- 9) The Agency will provide quarterly statistics and a program report on usage, type of problems and other items helpful for monitoring the program. Confidentiality will be maintained.

PROGRAM MODEL

TREATMENT

- 1) The Employer must be advised when an employee accesses the E.F.A.P..
- 2) The Agency will advise the Employer of the approximate number of interviews required with a counsellor regarding assessment and treatments.
- 3) The limit of Employer-paid interviews and/or treatment shall be ten (10).
- 4) More than ten (10) interviews and/or treatments must have authorization from the Joint Committee by the Agency without jeopardizing the confidentiality of the client.
- 5) Employees shall have access to their sick leave if interview and/or treatment can not be arranged outside of work time.

TYPE OF PROGRAM

- Fee for Service
- Fee for Service must provide priority access within 24 hours of request of access.

COSTS

- Approximately seventy-five (75) dollars per hour
- Utilization - 5% of work force (40 employees)
- Number of treatments - ten (10)
- Formula - $\$75.00 \times 2 \text{ employees (5\% of 40)} \times 10 \text{ treatments} = \$1,500.00/\text{year}$

LETTER OF UNDERSTANDING #1

WAGE RE-OPENER

The parties agree that should additional funds be made available by one of the funding organizations for the purposes of increase in compensation any time during the term of this Agreement, they shall meet with the intent of negotiating revisions to the wages and benefits contained in this Agreement

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

**Signed on behalf of the
John Howard Society
of Saskatchewan**

Signed this _____ day of _____, 2011.

LETTER OF UNDERSTANDING #2

UNION/MANAGEMENT COMMITTEE

The parties agree to the establishment of a Union/Management Committee to address issues and concerns as they arise during the term of the Collective Agreement. The agenda and frequency of the meeting will be as agreed to by the parties.

The Committee will consist of three union members selected by the employees, one from each office, and the Employer will have up to three members, one of which will be the Executive Director.

Quorum will consist of at least **four (4)** committee members, 50% of which must be union representatives.

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

Signed on behalf of the
John Howard Society
of Saskatchewan

Signed this _____ day of _____, 2011.

LETTER OF UNDERSTANDING #3
DISPUTE RESOLUTION

The parties may mutually agree to enter into this dispute resolution procedure after Step 2 of the grievance procedure.

RE: DISPUTE RESOLUTION PROCESS

The parties will approach each grievance or group of grievances from the point of view of:

1. Attempting to ascertain the facts and negotiate a resolution.
2. Failing resolution by negotiation, agreeing to a joint statement of facts.
3. On the bases of the joint statement of facts, determine the appropriate course of action to resolve the matter from three options:

- A – Mediation
- B – Full Panel Arbitration

A. Mediation

Definition and Role of Mediator

Mediation is a process of facilitating problem resolution through mutual negotiation and communication, with the goal of reaching a mutually acceptable settlement as quickly as possible.

The Mediator will not make decisions for the Employer or the Union, nor will the Mediator provide legal advice to either party.

A Mediator cannot serve as the Arbitrator should the case be referred to arbitration and is not a compellable witness in that arbitration or any hearing on the matter by the Labour Relations Board.

Mediation – Preparation

Each party will select two (2) Mediators, which must be acceptable to the other party (i.e. a permanent slate of four (4) in total). On agreement that a case be mediated, the parties will select the Mediator by chance.

A joint statement of facts will be presented to the Mediator.

The grievor(s) and management person(s) affected by the case will fully participate in proceedings, with their respective labour relations advisor.

No legal counsel will be used by either party during the process.

The parties will equally share the fees of the Mediator and any other agreed to common expenses.

The grievor(s), the shop steward and management supervisor, who are party to the case, shall be granted leave with pay to be present at Mediation.

A grievance may be removed from the Mediation process by either party at any time prior to hearing and forwarded to a full panel arbitration, or if the parties mutually agree, to an expedited arbitration hearing.

Mediation – Process

- Non agreed to facts may be presented to the Mediator in a narrative fashion. This would include contract clauses and arguments in support of separate positions on the issues. Any written material presented to the Mediator will be returned to the issuing party at the conclusion of the Mediation.
- The rules of evidence will not apply and no record of proceedings will be made.
- Emphasis is on complete examination of the issue, including if deemed necessary by the Mediator, separate meetings with the parties.

Mediation – Conclusion

- The parties to the Mediation will have the authority to conclude a settlement at Mediation.
- Mediation awards shall have no precedential value and shall not therefore be referred to the parties in respect to any other matter in any other setting.
- No transcript or record of the Mediation is kept by the Mediator other than that the Mediation occurred, when, where, as well as the parties, the issue in dispute and whether settlement was achieved.
- If no agreement is reached as a result of Mediation, the Mediator will give a decision based on the Collective Agreement provisions and on how he/she would decide the case if it were to proceed to arbitration.
- Following the Mediation process if no settlement is achieved, either party may advance the grievance to either Arbitration.

B. FULL PANEL – (REGULAR ARBITRATION)

In accordance with Article 8 of the Collective Agreement.

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

Signed on behalf of the
John Howard Society
of Saskatchewan

Signed this _____ day of _____, 2011.

LETTER OF UNDERSTANDING #4
SUMMER SEASONAL EMPLOYEES

At the conclusion of a seasonal appointment, an employee shall be provided with notice in accordance with the *Labour Standards Act* and will lose seniority and be terminated from employment with the Employer without access to the displacement or re-employment provisions of the Agreement. In the event the employee is re-hired the next season, the employee may recover the seniority accrued since he last commenced employment with the Employer.

Summer seasonal employees shall:

- a) Advise the Employer of their desire to be re-employed with the Employer. The Employer will give consideration to these employees prior to hiring new employees. Summer seasonal employees who have successfully completed a probationary period will be given first consideration for all summer seasonal jobs for which they possess the skill, ability, qualifications and experience.
- b) Serve a probationary period of 120 days worked. Employees who do not successfully complete the probationary period will be terminated.
- c) Accrue seniority in accordance with Article 7.1. Summer seasonal employees shall earn sick leave credits in accordance with Article 15.2.
- d) Be assigned hours of work based on operational requirements.

Receive an increment in each season in accordance with Schedule "A", provided the employee works a minimum of 80 days in a season. The employee may carry days worked from one season to another in order to earn an increment in the second season.

- e) **Be eligible for lay-off and recall to their position each year based upon total seniority and shall retain all benefits (seniority, sick leave, etc.) from year to year.**

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

Signed on behalf of the
John Howard Society
of Saskatchewan

Signed this _____ day of _____, 2011.

SIGNING PAGE

JOHN HOWARD SOCIETY OF SASKATCHEWAN and the SASKATCHEWAN GOVERNMENT and GENERAL EMPLOYEES' UNION hereby agree, that the attached document shall form the Collective Agreement between the parties.

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

Signed on behalf of the
John Howard Society
of Saskatchewan

Signed at Regina, Saskatchewan, this _____ day of _____, 2011.