

**MOOSE JAW  
WOMEN'S  
TRANSITION  
ASSOCIATION INC.**

April 1, 2010 -  
March 31, 2014

**COLLECTIVE AGREEMENT**

**SGEU**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MOOSE JAW WOMEN'S TRANSITION ASSOCIATION INC.  
LOCAL 5086**

**AND**

**SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES'  
UNION**

**APRIL 1, 2010 TO MARCH 31, 2014**

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## ARTICLE 1      PURPOSE

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

- a) To maintain and improve harmonious relations between the Employer and members of the Union.
- b) To promote 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.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement.

## ARTICLE 2      INTERPRETATION

- 2.1 **Union** means the Saskatchewan Government and General Employees' Union representing the Employees of Moose Jaw Women's Transition Association Inc.
- 2.2 The **Association** means the Board of Directors of the Moose Jaw Women's Transition Association Inc.
- 2.3 **Employee** or **Employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 3.
- 2.4 **Executive Director** means the Executive Director of the Moose Jaw Women's Transition Association Inc.
- 2.5 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Articles 13 and 18.
- 2.6 **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.
- 2.7 **Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a salary rate of a lower maximum.
- 2.8 **Transfer** means the movement of an employee from one position to another in the same or different class with a salary range having the same maximum.



- 2.9 **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.
- 2.10 **Full-time** means an employee who has been permanently appointed to a full-time position and works on a regularly scheduled basis.
- 2.11 **Permanent Employee** means an employee who has successfully completed a probationary period on initial appointment.
- 2.12 **Casual Employee** means an employee who is called in as required and works on an hourly basis.
- 2.13 **Temporary** means a full time position filled by an employee assigned for a specified period of time. All temporary positions shall have a specific start and end date and shall not exceed twelve (12) months. Extensions to this period may be approved by mutual agreement of the parties.
- 2.14 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 2.15 **Class** means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 2.16 **Domestic Partnership:** A domestic partnership exists when, an employee represents that person to be her partner and continues to represent that person as her partner with a demonstrated intention of performance in the relationship
- 2.17 **Day:** A 24 hour period commencing at the start of an employee's shift rotation.
- 2.18 **Part-Time Employee:** An employee who works less than full-time hours of their assigned classification on a regularly scheduled basis.

### **ARTICLE 3 SCOPE**

- 3.1 The terms of this Agreement shall apply to all employees of the Employer excluding the following: the Executive Director.

## **ARTICLE 4      UNION SECURITY**

### **4.1              Recognition**

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3.1. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

4.2              No individual employee shall be permitted or required to make a written or verbal agreement with the Employer or Employer representative which may conflict with the terms of the Agreement.

The Union will supply the Employer's representative with the names of its officers.

### **4.3              Work of the Bargaining Unit**

Except in the cases mutually agreed upon by the parties, persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

### **4.4              No Contracting Out**

The Employer agrees that all work or services ordinarily performed by the Bargaining Unit for the Employer shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-unit employee, except where mutually agreed by the parties.

The Employer and the Union agree that summer students, practicum students, work placement students, or other employment assistance grants will not be required to obtain membership in the Union. They will not perform any work ordinarily performed by the Bargaining Unit, nor will they displace or replace any employee.

### **4.5              Non-Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion, exercised or practiced with regard to any employee in the matter of hiring, wage rates, training, upgrading, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political activity or religious affiliation, sex, marital status, sexual orientation, nor by reason of membership or activity in the Union.

**4.6 Refusal to Cross Picket Lines**

All employees covered by the 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.

**4.7** 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 member of the Union.

**4.8 Union Dues**

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

**4.8.1.1** The employer shall provide with the dues submission a list of names, classifications and addresses of those who have incurred the deductions.

**4.8.1.2** The employer shall inform the Union of any new hires, resignations, or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.

**4.8.1.3** The employer shall provide the information electronically.

**4.8.1.4** The Union shall provide the electronic template to the employer.

**4.9 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.

**4.10 New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment including those set out in the Article dealing with Union Security and Dues Check-Off.

Within 30 days of being notified, a representative of the Union shall be given one hour during working hours to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

**4.11 Temporary Out-of-Scope Appointments**

No employee shall be appointed to an out-of-scope position without her consent, except in case of emergency.

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

**4.12** The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when dealing or negotiating with the Employer.

A representative shall after making suitable arrangements, have access to the employees during working hours in order to investigate and assist in settling any grievances.

**4.13 Bulletin Boards**

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

**ARTICLE 5 LABOUR/MANAGEMENT RELATIONS**

**5.1 Employer Shall Notify Union**

The Employer agrees that any reports or recommendations dealing with matters of policy which relate to conditions of employment and which affect employees within this bargaining unit shall be communicated to the Union as far in advance as possible before they are dealt with at a board meeting. This article does not apply in cases of hiring, firing or disciplinary matters.

**5.2** The Union shall be entitled to have a representative present at all board meetings except during discussions of confidential union/management disputes and personnel committee reports.

**5.3 Copies of Motions**

Copies of motions, resolutions, bylaws, rules and regulations adopted by the Association which relate to the working conditions, staff or matters covered by this Agreement will be posted.

**ARTICLE 6      GRIEVANCE PROCEDURE**

**6.1                Definition of Grievance**

**A grievance shall be defined as any unresolved difference or dispute between the Employer and any employee(s) or the Union pertaining to any of the following:**

- a)    Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees under the provisions of this Agreement.**
- b)    Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.**

**6.2                Stewards**

**6.2.1             The duties of a steward, when requested by the member(s) of the bargaining unit, shall be to represent the member(s) during all stages of the dispute, including investigation, preparation and presentation of the grievance in accordance with the Grievance Procedure.**

**6.2.2             Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the supervisor(s) involved. Their absence shall not unreasonably interfere with the operations of the Employer. Approvals shall not be unreasonably withheld.**

**6.3                Names of Stewards**

**The Union shall notify the employer's representative(s) in writing of the name of each steward.**

**6.4                Permission to Leave Work**

- 1)    Any employee who feels that she has been aggrieved or any employee with relevant grievance information shall receive permission from her supervisor to leave work temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately due to work requirements other arrangements shall be made on work time, as soon as possible**
- 2)    A steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. The matter shall be dealt with as promptly as possible while on work time.**
- 3)    No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.**

## **6.5 Procedure**

**Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. Attempts to resolve the dispute shall be done through a meeting with the Executive Director**

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

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

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

**Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU Agreement Administration Advisor on behalf of the aggrieved to the Executive Director within fifteen (15) calendar days of failure of resolution at the local level.**

**The Executive Director shall render a written decision to the SGEU Agreement Administration Advisor with a copy to the grievor and steward within fifteen (15) calendar days of receipt of the grievance.**

#### **Step 2 – Meeting**

**Upon receipt of the Step 1 letter, the SGEU Agreement Administration Advisor within thirty (30) calendar days may request a meeting with the Executive Director and the Board Chairperson or designate. The meeting shall be scheduled within thirty (30) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.**

**The meeting will include the grievor, steward if available, the SGEU Agreement Administration Advisor and the employer representative(s). Whenever possible the meeting will occur during work hours. There shall be no loss of pay for the grievor and the steward.**

**The meeting will:**

- attempt to ascertain the facts and negotiate a resolution**
- if possible, agree to a joint statement of facts**
- based on the meeting the SGEU Agreement Administration Advisor and the Executive Director or Designate may agree in writing to mediate the dispute.**

**If settlement is not reached at the Step 2 meeting, the Executive**

**Director shall render the decisions in writing within fifteen (15) calendar days of the meeting.**

### **Step 3 – Mediation**

**If settlement is not reached at Step 2, the SGEU Agreement Administration Advisor within thirty (30) calendar days may apply for Mediation.**

### **Step 4 – Arbitration**

**If settlement is not reached at Mediation, the SGEU Agreement Administration Advisor within thirty (30) calendar days may apply for Arbitration.**

**The grievor(s) and steward shall suffer no loss of pay to attend all grievance meetings with the Employer.**

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

## **6.5.2 Special Measures**

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

## **6.6 Deviation from Grievance Procedure**

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

## **6.7 Failure to Act Within Time Limits**

**Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to the limits.**

## **6.8 Technical Objections to Grievances**

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

**6.9 Changes to the Agreement**

**Any mutual agreed to changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance Procedure.**

**6.10 Access to Grievance Information from Employer**

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

**ARTICLE 7 MEDIATION-ARBITRATION**

**7.1 Mediation**

**The best resolution to disagreements or discipline is a solution worked out between the parties.**

**The parties by mutual agreement may engage mediation services to resolve a grievance. The mediator will be agreed to by the Employer and the Union, and the costs associated with the mediation process will be equally shared between the parties.**

**7.1.1 Selection of a Mediator**

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

**7.1.2 Role of the Mediator**

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

**7.1.3 Rules Applicable to Grievance Mediation**

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

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

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



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

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

**Parties to the mediation will have the authority to conclude a settlement at mediation.**

#### **7.1.4 Grievance Mediation Process**

**The mediator will provide an introduction of the mediation process.**

**The process will be determined by the parties to the mediation with respect to the collective agreement, opportunities to comment, and meeting as a group or individually with the mediator.**

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

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

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

### **7.2 Arbitration**

#### **7.2.1 Selection of an Arbitrator**

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

#### **7.2.2 Procedure**

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

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

**No grievance shall be defeated by any formal or technical objection and the arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive**

formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

In the event that an employee is called as a witness in the arbitration hearing, the Employer shall grant leave and expenses which shall be applicable as follows:

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) If called by the Union, leave in accordance with Article 17.12, and expenses paid by the Union.
- c) If called by the arbitrator, the parties shall share equally the costs.

### **7.2.3 Decision of the Arbitrator**

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

The decision shall be final, binding and enforceable on all parties.

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

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

### **7.2.4 Expenses of the Arbitrator**

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

## **ARTICLE 8 DISMISSAL, SUSPENSION AND DISCIPLINE**

### **8.1 Right to Have a Steward**

Every employee has the right to be represented by a Union Steward of her choosing or Union Staff Representative at any meeting with the Employer or investigative proceeding which might lead to discipline.

- i) Where the Employer intends to meet with an employee for disciplinary purposes, the employee shall be so notified in writing or by email, in advance, the purpose of the meeting, and informed of the right

to have a steward or SGEU Agreement Administration Advisor (AAA) present at the meeting. The member will be given sufficient time to arrange union representation and if necessary to schedule for a later date.

- ii) An employee may choose to waive the right to Union representation. This shall be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time to arrange Union representation, which may result in reconvening the meeting at a later time or date.
- iii) Failure of the Employer to provide the right to Union representation shall render all resulting discipline null and void

**8.2** 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.

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:

**8.3 Burden of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer. After twelve (12) months of satisfactory service, a reprimand or notice of suspension or demotion shall be removed from the employee's file.

**8.4 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 request in writing by the employee, shall have access to the file.

**8.5 Verbal Reprimand**

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

**8.6 Letters of Reprimand**

Reprimands of a serious nature shall be recorded by means of a letter of reprimand to the employee within thirty (30) calendar days of the event of the complaint. Such letters shall become part of an employee's record (subject to 9.2). The employees reply to the specific complaints, accusations, or expressions of dissatisfaction

shall also be recorded. Letters of reprimand will be forwarded to the Union unless otherwise specified by the employee.

**8.7 Suspension**

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

**8.8 Dismissal**

Dismissal shall be effected by the President of the Board or by the Executive Director. The employee shall receive written notice of the action which shall include a specific statement of just cause. The Employer shall give a minimum of one (1) weeks' notice in writing or pay in lieu of such notice (except in case of dismissal for gross misconduct) to employees with up to six (6) months of service, two (2) weeks written notice to employees with six (6) months to one (1) years' service, and thirty (30) days written notice after one (1) years' service. Subject to Article 4.5, casual employees who have worked less than one hundred and sixty (160) hours may not grieve termination due to general unsuitability.

**8.9 Reinstatement of Rights**

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

**8.10 Justice and Dignity**

An employee whom an Employer reprimands, fails to appoint, demotes, suspends or whom it contends lost seniority, shall be retained or returned to active work until any grievance contesting such reprimand, suspension, non-appointment, demotion or break in service is finally resolved through the grievance and arbitration process.

**8.10.1**

An employee may be removed from active work without pay on agreement between the Employer and Union, where the alleged cause for suspension presents a danger to the safety of others or equipment or where there is a concerted refusal to perform assigned work. An employee may be discharged for just cause without pay.

## **ARTICLE 9 SENIORITY**

### **9.1 Definition**

The seniority for full-time employees shall be defined as the length of continuous service with the Employer from the original date of appointment.

### **9.2 Seniority of Casuals**

Seniority for casuals shall be based on the number of paid hours and approved unpaid leaves of absence (including statutory holidays - vacations, sick leaves, union leaves) as defined in the articles of this Agreement. 1908 hours shall be equivalent to one (1) year's service.

When a casual employee is appointed to a full-time position, their initial date of hire as a Casual employee shall be used to establish their seniority date.

### **9.3 Leave of Absence**

All employees shall continue to accumulate seniority on authorized leave of absence unless otherwise specified.

### **9.4 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 updated and sent to the Union every three months and remain posted on the bulletin board.

### **9.5 Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) Dismissal for cause.
- b) Resignation in writing not withdrawn within six (6) days of its submission.
- c) Failure to return to work immediately following seven (7) calendar days of receipt of notification by the Employer to return to work following a lay-off, unless, in either case, the employee can show a justifiable reason for failure to return to work.
- d) If a casual is not available for work over a continuous three (3) month period, she will no longer be an employee of the agency unless she has been granted a leave of absence. In each instance, such unavailability shall be documented.

### **9.6 Use of Seniority**

Employees shall use their seniority to access positions within their own program area. Employees shall not be permitted to bump or bid

on positions outside of their respective programs.

For the purposes of this provision, the programs shall be defined as:

- a) Transition House programs.

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

### **10.1 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, transfer or permanent employment shall be subject to in-service competition. Where the Employer and the Union reach an agreement, bulletining may not be required for that particular position.

- 10.2 Out-of-scope positions that become vacant shall be posted as per Articles 11.3, 11.4 and 11.5, and may be concurrently advertised outside the bargaining unit.

### **10.3 Job Postings**

Job competitions shall be posted within 30 days of a vacancy occurring within the bargaining unit, and shall allow a minimum of eight (8) days for applications to be submitted and shall be announced in the form of a bulletin board posted in the Association's office. (With mutual agreement of union and management, it may be extended beyond 30 days.) All casual employees shall be informed by mail on the date of the posting or as soon as possible.

### **10.4 Information of 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.

### **10.5 Notification of Successful Competition**

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

### **10.6 Promotions or Appointments to Permanent Staff**

Providing qualifications are sufficient to perform the required duties, the applicant with the most seniority in the program shall be

appointed to the position within thirty (30) days after the closing date of the bulletin. Qualifications shall include experience education and application of skills, knowledge and ability.

Should there be no employees in the program qualified for the position, the Employer will consider applicants from the other program based upon senior qualified provisions before considering applicants from outside of the agency.

Should there be no employee qualified for the position the Employer may hire an applicant from outside the agency. A hiring committee shall be established consisting of representatives from the Employer and an observer from the Union.

#### **10.7 On-the-Job Training**

In order to provide on-the-job training, the Employer and the Union shall establish a committee to develop a training program which shall be mutually agreed upon by the parties.

The Training Program shall include:

- 1) initial job orientation
- 2) seminars and conferences
- 3) training requirements in the workplace
- 4) procedures for selection of candidates
- 5) allocation of available funds

Once training opportunities are designated, such opportunities shall be applied for by the staff. The procedures for selection of candidates, as above, will be implemented to determine who shall attend.

#### **10.8 Employee Selection of Training**

Unless otherwise mutually agreed between the parties, all time spent by an employee on an approved Training Program, including travel time when out of town shall be considered as time worked. If the time falls on the employee's scheduled day of rest, she shall receive time off in lieu at straight time up to a maximum of 10.25 hours. If the Employer requires an employee attend training on a day of rest, the time spent shall be considered as overtime and compensated in accordance with Article 13.

#### **10.9 Probationary Periods**

Employees shall serve a probationary period of:

- a) Employees hired into full time positions on initial appointment shall serve a probationary period of twelve (12) months from the date of appointment.
- b) Employees hired on a casual basis shall serve a probationary period of 954 hours.

- c) Employees transferring or promoting shall serve an additional probationary period of six (6) calendar months from date of appointment to the new position.
- d) During the **three hundred (300) hours or six (6) months' time, whichever occurs first**, of the probationary period, employees, **may be** terminated due to general unsuitability.

Should an employee's performance fail to meet the requirements of the new position, or if the employee so chooses, she shall be returned to her former position and the current rate of pay for that position.

#### 10.10 **Completion of Probationary Periods**

Prior to the end of the eleventh (11<sup>th</sup>) calendar month in a twelve calendar month probation period, and the end of the fifth (5<sup>th</sup>) calendar month in a six (6) calendar month probation period, the Employer shall provide the full-time employee with a written evaluation of their performance based upon the expectations as stated at the commencement in the position.

Casual employees shall receive this evaluation prior to the end of seven hundred and fifty (750) hours.

If the Employer fails to notify the employee and the Union in writing prior to the expiry of the probationary period, the employee shall be deemed to have successfully completed the probationary period.

#### 10.11 **Extension of Probation**

The probationary period of any employee may be extended to a maximum of three (3) calendar months for full-time employees, or five hundred (500) hours for casual employees, by mutual agreement between the parties.

All requests for extension shall be made by the Employer prior to the end of the fifth (5) calendar month of the probationary period. The request shall also include an identification of the areas of performance requiring improvement and a stated plan for providing the employee with appropriate assistance in meeting the stated performance expectations.

### **ARTICLE 11 HOURS OF WORK**

#### 11.1 **Emergency Shelter Workers**

- a) The hours of work for Emergency Shelter Workers shall consist of 1908 hours per year.
- b) Shifts shall be scheduled so as to ensure that there shall not be any split shifts.
- c) Full-time Emergency Shelter Workers working the afternoon shift (12:30 pm to 10:45 pm) shift shall have the option to



work the morning shift (8:00 am to 6:15 pm) where one comes available on the same calendar day subject to Article 13 (Overtime).

- d) Staff meetings shall be included in the hours of work and full-time employees shall attend one staff meeting a month which shall not be longer than three (3) hours. Staff meetings will be held at a regularly scheduled time and casuals will be scheduled to facilitate attendance by full time staff.
- e) Full-time employees working night shift shall not be required to attend staff meetings, but for the purpose of accumulation of hours worked, shall be considered to have attended the staff meeting.
- f) Casual employees shall be paid for the staff meetings they are requested to attend.
- g) Annually elected employee representative to the Advisory Board shall be granted leave of absence with pay to attend all PATHS Board meetings, if the meeting falls on a scheduled day of work.

If the meeting falls on the employee's scheduled day of rest, she/he shall receive time off in lieu of straight time up to a maximum of ten and a quarter (10.25) hours except by mutual agreement, dependent on location of meeting.

#### 11.2 **Accounting Clerk**

The hours of work for the Accounting Clerk shall be a minimum of twenty (20) hours per week. Hours of work required beyond twenty (20) in any week, and the schedule as to when all hours are worked shall be mutually agreeable to the employee and the Association. The maximum hours per day shall be eight (8).

#### 11.3 **House Supervisor**

Full-time hours of work for the House Supervisor shall be seven (7) hours per day, Monday to Friday with an SDO every second week. The schedule of SDO's shall be established by mutual agreement between the Executive Director and the House Supervisor.

#### 11.4 **Community Outreach Worker**

This classification shall work a, mutually agreed upon schedule consisting of seventy-two (72) hours in a nine day period (Monday to Friday). The regular rest days shall be Saturday and Sunday and one day off in the two week period.

Hours worked in excess of the seventy two (72) hours shall be banked as time off in lieu at straight time. Such time shall be taken at a mutually agreed time between the worker and the Executive Director.

11.5 **Children's Program Co-ordinator**

This classification shall work at a mutually agreed upon schedule, consisting of 144 hours in a four week period. Rest days shall be two or more consecutive days. Hours worked in excess of the 144 hours shall be banked as time off in lieu at straight time. Such time shall be taken at a mutually agreed time between the worker and the Executive Director.

11.6 **Shelter Support Program Coordinator**

This classification, when full-time, shall work a mutually agreed upon schedule of 1908 hours per year. Days of rest shall be two or more consecutive days.

At inception, this classification shall work 22 hours per week (.6 FTE). Hours in excess of the 22 hours per week shall be banked at straight time and taken off with pay at a time mutually agreed upon between the worker and the Executive Director.

11.7 **Casual Workers**

- a) The monthly hours of work for Casuals shall not exceed the monthly hours of work for permanent or full-time employees. All hours or part thereof worked beyond ten and a quarter (10.25) hours in any day or forty-one (41) hours in any seven (7) day period (Sunday or Saturday) shall be considered overtime. Casuals shall have the option to work shifts equalling more than ten and a quarter (10.25) any twenty-four (24) hour period, as, long as there is at least eight (8) hours between shifts.
- b) The Executive Director or House Supervisor shall have the option to schedule casuals on initial probation into an available Afternoon shift to a maximum of three (3) shifts per casual.

11.8 **Posting Work Schedules**

Wherever possible, provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. Work schedules shall be confirmed and posted no less than fourteen (14) calendar days in advance. Employees requesting changes in the provisional work schedule must submit such requests prior to the fourteen (14) calendar days mentioned above. Deviation from the posted schedule shall be by mutual agreement with the employees affected and the Employer, **unless extenuating or emergent circumstances arise**. If there is no mutual agreement between the employees and Employer, the employees will work the scheduled days as posted subject to the conditions of this Agreement.

11.9

**Rotation and Use of Transition House Casuals**

- a) A seniority list commencing with the most senior casual employee shall be established and maintained.
- b) For short term replacement of less than four (4) shifts, the casual employees shall have the opportunity to equally share the available hours.
- c) Block booking consists of four or more shifts taken off by a single staff. Casuals shall be called to report to work starting with the most senior casual. If the most senior casual is unavailable, the next on the list is called. Casuals accepting a block of shifts must work all shifts in the block unless approved by the Executive Director or House Supervisor.
- d) The responsibility to be available rests with the casual employee.
- e) Lengths of shifts shall be at the discretion of the House Supervisor or Director.
- f) If there is **more than** forty eight (48) hours' notice, casuals shall be allowed six (6) hours to respond to a call before the next senior casual or casual on rotation is called.
- g) If there is forty-eight (48) hours' notice, **or less**, the casual with whom first contact is made shall be assigned the available hours.

11.10

- a) The monthly hours of work for Casuals shall not exceed the monthly hours of work for permanent or full time employees. All hours or part thereof worked beyond 10.25 hours in any day or 41 hours in the seven day period Sunday to Saturday shall be considered overtime. Casuals shall have the option to work shifts equalling more than 10.25 hours in any 24 hour period as long as there is at least eight (8) hours between shifts.
- b) The Executive Director/House Supervisor shall have the option to schedule casuals on initial probation into an available Monday to Friday Afternoon shift to a maximum of three (3) shifts per casual.

11.11

Once a casual has accepted a shift, she shall not opt out of the shift except for reasons of illness or emergency. Otherwise, she shall find her own replacement in accordance with Article 12.10 (Rotation and Use of Transition House Casuals).

11.12

When filling temporary vacancies of over three (3) months to a maximum of one (1) year, the most senior eligible casual shall be appointed. Pay shall be at the bottom step of the full-time hourly rate. If the casual has accumulated 1908 paid hours, pay shall be at the top step of the full-time rate. The hours of work shall be subject to Article 12.9(f).

**ARTICLE 12 OVERTIME**

**12.1 Definition**

A day shall be defined as the twenty-four (24) hour period commencing the start of an employee's first regular shift. All time worked in excess of the regular daily shift or all time worked on a statutory holiday or days of rest shall be considered overtime.

**12.2 Compensation for Overtime**

- a) Overtime worked shall be paid at the rate of time and one-half or the equivalent time off in lieu to be taken at a time mutually agreed upon by the Employer and the employee except in the case of the Community Outreach Worker and the Children's Program Co-ordinator. These employees shall be compensated in accordance with Article 12.9 or 12.10.
- b) Employees shall be entitled to accumulate up to 50 hours **and** shall be used within three (3) months of date earned or be paid at the appropriate rate. **Time in excess of fifty (50) hours shall be paid at the appropriate rate.**
- c) An employee may request to **accumulate more than fifty (50) hours** excess time at a later date if mutually agreeable with the Employer in writing.

**12.3 Compensation for Work on Days of Rest**

All hours worked on a regularly scheduled day of rest shall be paid at the rate of time and one-half.

**12.4 Voluntary Overtime**

No employee shall be required to work overtime against her wishes when the work can be done by other employees.

No employee shall work overtime unless approved by the House Supervisor or Executive Director in writing except in emergency situations. Such approval should be requested at the earliest possible opportunity.

**12.5 Shift Differential**

In recognition of the non-social features of shift work, shift premiums shall apply on all shifts in which any regular hours are worked between 12:00 p.m. and 8:00 a.m.

**12.6 Shift Premiums**

The shift premium shall be .05 per hour for all employees.

**12.7 Calculation of Overtime**

a) For the purpose of calculating the hourly overtime rate for monthly rated employees shall be:

$$\frac{\text{Current Monthly Rate} \times 12 \times 1.5}{1908}$$

b) For other employees overtime shall be paid at the rate of time and one-half.

**12.8 Call-Back**

An employee who is called back to work outside her regular working hours shall be paid for a minimum of two (2) hours at overtime rate. This does not apply for staff meetings. All call-backs must be approved by the House Supervisor or Executive Director.

**12.9 Standby**

With the exception of the Executive Director or designate, no employee of Moose Jaw Transition House shall be required to be on call, or to be available to return to work.

**ARTICLE 13 DESIGNATED HOLIDAYS**

**13.1** For the purpose of this Agreement, designated holidays shall mean New Years' Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day proclaimed as a holiday by the Federal Municipal or Provincial Governments.

**13.2 Working on a Holiday**

A full-time employee who is required to work on a holiday shall be paid at the rate of straight time plus time and one-half or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employees. A casual employee who is required to work on a holiday shall be paid at the rate of time and one-half.

**13.3 Not Working on a Holiday**

Should a designated holiday fall on a full time employee's regular day of rest, she shall receive one (1) shift in lieu or the equivalent number of hours off with pay.

**13.4 Holiday Pay For Casuals**

The minimum sum of money to be paid for a public holiday or for another day designated for observance of the public holiday by an employer to any who does not

work on that day is the amount A calculated in accordance with the following formula:

$$A = \frac{W}{20}$$

where W is the total of the wages earned by the employee during the four weeks immediately preceding the public holiday, exclusive of overtime.

## **ARTICLE 14 VACATIONS**

### **14.1 Definition**

Vacation means annual vacation with pay.

### **14.2 Vacation Year**

Vacation year means the twelve (12) month period April 1 to March 31.

### **14.3 Vacation Credits**

Vacation has been harmonised to provide vacation credits at April 1 of each year for full-time staff.

Employees shall be entitled to take vacation on the following basis:

- a) During the first year of employment 140 hours per year.
- b) During the second to fifth year of employment 180 hours per year.
- c) During the sixth to eleventh year of employment 200 hours per year.
- d) During the twelfth and subsequent years of employment 220 hours per year.

For the purposes of this Article a year of employment shall be twelve (12) calendar months from the employee's original date of commencement.

### **14.4 Carry Over of Vacation**

The vacation entitlement contained herein will be taken by all the employees annually, however, subject to the provision that the employees make application in writing to the Employer for carry over of entitlement to the following year. Carry over of up to fifty (50) hours shall be approved. Consideration will be given for carry over in excess of fifty (50) hours. Vacation carry over shall not be paid out, except in cases of termination, death or resignation.

**14.5 Vacation Schedule**

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

- a) Granted bereavement leave or,
- b) Granted sick leave or,
- c) Granted other approved leave of absence or,
- d) When a statutory holiday falls on a day during an employee's vacation period.

The period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee and approved by the Employer or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.

**14.6 Vacation Pay on Termination**

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

**14.7 Unbroken Vacation**

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise requested by the employee.

**14.8 Vacation Schedule**

Annual vacation shall be regulated on a mutually agreed rotation plan. Wherever possible the initial placing of employees in the rotation plan will be according to seniority; thereafter the rotation will take place in accordance with agreed procedure established between the Union and the Employer. Where an annual vacation is split upon request in writing by an employee, seniority shall be exercised in the first instance only. The vacation schedule shall be arranged so that no more than two people in any classification shall have scheduled vacation at the same time unless mutually agreed between the parties.

If the Employer has denied a vacation request, she shall do so in writing stating reasons for such denial.

**14.9 Posting Vacation Schedule**

Vacation schedules shall be posted in advance each year. Once posted, these dates cannot be changed without mutual consent of the employee(s) and the Employer.

**14.10 Pay for Casuals**

Casual employees shall be paid 7.3%, 9.4%, 10.4% on each pay cheque in lieu of vacations as defined in 15.3 a), b), and c) above.

**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 to care for a family member who is sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

**15.2              Annual Sick Leave**

Sick leave credits shall accumulate from the date of full-time employment on the basis of 10 hours per month to a maximum of 500 hours for full-time employees. If required, an advance of up to 50 hours shall be granted.

Accumulated sick leave shall be retained when an employee's employment status changes (e.g. full-time to casual).

**15.3              Wellness Leave**

In addition to sick leave credits, full time employees shall be granted sixty (60) hours of Wellness Leave per year. These may be used at the employee's discretion, when an employee feels unable to report to work, but cannot be accumulated.

**15.4              Deductions From Sick Leave for Full Time Staff**

A deduction shall be made from accumulated sick leave of all normal working days, exclusive of holidays, absent for sick leave. Absence on account of illness for less than ½ a day shall not be deducted. Absence of ½ a day or more, and less than a full day shall be deducted as ½ a day.

**15.5              Proof of Illness**

A medical certificate(s) may be required from employees reporting sick in excess of three (3) consecutive days. If a medical certificate is required, such a certificate will be requested during such illness.

**15.6              Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence, etc., she shall retain her existing accumulated credits at the time of such leave or layoff.

An employee shall continue to accumulate sick leave credits for leave of absence, or layoff, of one (1) month or less.



**15.7 Sick Leave Records**

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

**15.8 Leave of Absence While Sick**

In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant leave without pay until the employee is able to return to work, or for a period of one (1) year. The employee shall prior to the end of such leave, give the employer fourteen (14) days written notice of her intention to return to work.

**15.9** Casuals who have earned sick credits while working in a temporary full time position shall retain these credits for use upon appointment to either an additional temporary position, or a full time position.

**15.10 Long Term Disability or Workers' Compensation Leave**

- a) Employees who are on Long Term Disability, or Workers' Compensation, shall be given an unpaid leave of absence for up to three (3) years. The employee shall, prior to the end of such leave, give the employer fourteen (14) days within notice of her intention to return to work. The Employer is permitted to request medical documentation related to the employee's condition on a monthly basis. It is understood the Employer is not entitled to any information which may lead to the disclosure of the employee's diagnosis.
- b) Employees who are fit to return to work shall be reinstated in their previous position, or an equivalent position.
- c) The Employer and the Union agree to find employment within the bargaining unit for employees able to return to work, but unable to fully return to their former positions.

**15.11 Use of Sick Leave For Casuals**

Casuals who are unable to report to a scheduled shift due to illness, shall provide a minimum of three (3) hours' notice prior to the start of the shift. Casuals shall earn 6% of hours worked for sick leave to a maximum one (100) hundred hours. Accumulated sick leave shall be retained when moving from Casual to Full time.

**ARTICLE 16 LEAVE OF ABSENCE**

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

**16.2 Medical Care Leave**

A full-time employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time, shall be granted time off with pay to a maximum of twenty-four (24) hours per year. On request, employees will be required to show proof of such care.

**16.3 Bereavement Leave**

Bereavement leave shall be granted to a full-time employee. Such leave to apply in the death of an employee's Domestic Partner or personal friend, brother, sister, parent, child, grandparents, grandchild, or in-law. Such leave shall consist of up to three days with pay and an additional two days without pay. Additional days without pay may be granted.

**16.4 Pressing Necessity**

Necessary time off work without pay shall be granted to an employee for pressing personal matters or family matters beyond the employee's control. This would include such matters as: illness in the family, birth or adoption of a child, natural disaster, examination leave and moving. Such leave shall consist of up to three (3) days. Additional time may be granted under extenuating circumstances.

**16.5 Maternity Leave**

An employee shall be entitled to maternity leave without pay provided that she presents a medical certificate confirming the pregnancy and showing the probable date of delivery. Such an employee shall not be denied the right of employment solely on the basis of pregnancy. This leave shall comply with all Federal and Provincial Legislation.

The following conditions shall apply:

- a) The Employer may require the employee to take pregnancy leave when the employee is unable to carry out her normal duties or when in the opinion of a medical practitioner such leave is warranted.
- b) Maternity leave shall cover a period up to a total of twelve (12) months before and after the birth or adoption of the child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension of up to a maximum of one (1) year longer shall be granted.
- c) During such leave, the employee shall continue to earn all benefits under the Collective Agreement except for sick leave and vacation leave which shall be earned for the first month. Upon return from such leave, the employee shall be reinstated in her former position.
- d) Notice of intention to return to work, or request for a change

of length of leave of absence must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave. The Employer is not required to allow an employee to resume her employment until after the expiration of the fourteen (14) days' notice.

**16.6 Seniority Status During Maternity Leave**

The employee shall suffer no loss of accumulated seniority rights due to maternity leave of absence. Seniority shall accumulate during the period of leave.

**16.7 Jury Duty**

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

**16.8 Child Care Leave**

A full-time employee with mutually agreed upon sufficient cause shall be entitled to a leave of absence without pay for up to a maximum of twelve (12) months without loss of seniority or accumulated benefits for the purpose of caring for **her** child or children. Seniority, sick leave and vacation credits will not be earned during such leave, beyond the first month.

**16.9 Paternity Leave**

Four (4) days' time off with pay shall be granted to a full-time employee for paternity leave. Additional days may be granted per 17.4. In the case of the domestic partner choosing to stay at home with the child, the same benefits as covered in maternity 17.5 would apply.

**16.10 General Leaves Of Absence**

Leaves of absence are available to full time and casual employees will be granted for educational developmental, personal reasons. Such leaves will be unpaid and granted to a maximum of one year. **Leave of absence are subject to approval of the employer in consideration for operational need.**

- a) Employees will accumulate eligibility for one (1) month's leave with every two (2) month's service.
- b) Leave may be applied for after the employees initial probationary period has been successfully completed.
- c) Employees shall be encouraged to make a commitment in writing to the Employer to work for two (2) months for every month granted under this leave.
- d) Leave may be restricted by the following conditions:

- 1) No more than one (1) employee per classification may be on leave at the same time unless mutually agreed upon by the parties of this Agreement.
- 2) Seniority will determine allocation of such leaves on a rotational basis. If an employee does not wish to exercise her turn she will follow the employee next lower on the list.
  - i) The employee shall, prior to the end of such leave, give the employer fourteen (14) days written notice of her intention to return to work.
- e) Leave requested under this clause due to stress must be accompanied by supporting medical documentation.
- f) Employees granted leaves of absence under this Article shall not continue to earn seniority but shall retain their accumulated seniority upon returning from such leaves of absence. Employees returning from leave of absence under this Article shall be reinstated in their former position.
- g) Full-time staff on unpaid leave of absence will have the option to continue benefits by contributing her portion of the premiums during the leave,
- h) Casuals filling such leave shall be entitled to the benefits as applicable to the position under Article 20.

**16.11 Seniority Accumulation During Education Leave.**

Employees granted leave of absence for education which will improve the employees' ability to perform her duties shall accumulate seniority during such leave to a maximum of one (1) year.

**16.12 Union Business**

The Employer recognizes that it is the right of all employees to participate fully in the affairs of the Union and in all matters which affect the Union. The Employer recognizes that it is also beneficial to encourage that participation and therefore agrees:

- a) that employees shall be granted leave of absence with pay to attend all decision-making Conventions and conferences of the SGEU to which they are delegates.
- b) that employees elected as Stewards shall be granted leave of absence with pay to attend union education courses.
- c) that employees elected to office within the SGEU or to any of the Union centrals to which SGEU is affiliated shall be granted leave of absence with pay of up to two (2) days per year to attend to those duties.
- d) that all employees shall receive leave of absence with pay and without loss of benefits for all other time required to participate in the Union. The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer under Article 17.13(d). The Union will reimburse the Employer for any replacement costs under a), b), or c).
- e) employees shall continue to accumulate seniority and all

benefits while on leave of absence under Article 17.13.

**16.13 Employee Crisis Leave**

When an employee is required to seek shelter from an abusive spouse or enters a rehabilitation program for drug or alcohol abuse, woman abuse, or other personal crisis, the employee shall be entitled to draw on unexpended sick leave or vacation leave or shall be granted a leave of absence without pay.

**ARTICLE 17 PAY ADMINISTRATION**

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

**17.2 Increments**

a) An employee who commences employment on any day other than the first of the month shall receive all benefit entitlements (vacation, sick leave, etc) based upon the hours worked in that month.

**17.3 Increments After a Leave of Absence**

When an employee returns to work after a leave of absence without pay, the employee will be credited with all service before the leave unless otherwise stated in this Agreement.

**17.4 Hiring Rates**

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

**17.5** Advances will be granted in the first half of the month upon request by a full time employee. The advance is not to be more than half of the net salary in a pay period.

**17.6 Statement of Earnings**

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

**17.7 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.

**17.8 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 a 3% increase. In such a case, her rate shall be adjusted to the step in the new pay range yielding at least 3%. In no case will the rate exceed the maximum of the range.

**17.9 Temporary Performance of Higher Duties**

An employee who is temporarily assigned higher duties shall be paid in accordance with the promotional formula.

**17.10** During a month where a full time employee is working a partial month and there is a conflict between the hourly rate of pay and the monthly rate of pay in the calculation of any wage payout, the monthly rate shall apply.

**17.11 Criminal Records Check**

Where an existing employee is required to submit a Criminal Records Check to the Employer, the Employer shall reimburse the employee the cost of obtaining such Check.

All new employees shall be required to provide a Criminal Records Check to the Employer prior to commencement of employment. The new employee shall bear the cost of the initial Check. Thereafter, the Employer shall pay for any updated Check required.

**ARTICLE 18 JOB CLASSIFICATION AND RECLASSIFICATION**

**18.1 Job Description**

It has been agreed to include in the Collective Agreement as Appendix B, the job descriptions of the following classifications:

House Supervisor, Accounting Clerk, Emergency Shelter Worker, Children's Program Coordinator, Community Outreach Coordinator, and Shelter Support Program Coordinator.

A job classification plan shall be jointly established and maintained. The classification plan and specific classifications shall be subject to negotiations. The classification plan or specific positions shall not be altered except by mutual agreement.

**18.2** Reclassification shall be at either Union or management request subject to the appointment procedure in Article 11.

**18.3** If a reclassification results in a promotion, the employee wages shall be adjusted retroactive to the date on which the new or additional duties were assigned or the error in classification occurred.

**ARTICLE 19 EMPLOYEE BENEFITS**

**19.1 Pension Plan**

- a) Effective April 1, 1999, the employer shall contribute monthly 4% of employee's salary excluding Casuals and term positions of less than one year into the Standard Life pension plan to be matched by the employee.

**19.2 Group Benefit Plan**

- a) The Association agrees to pay yearly to employees a pro-rata share of the LTD category.
- b) Full-time permanent staff agree to purchase single benefits from the Group Health Benefit Plan, with the understanding that any increase to benefits or purchase of additional benefits would be paid by employee payroll deduction.

**19.3 Casual Health Benefit Dispersal**

Each casual employee who has successfully completed initial probation (954) hours shall be eligible to receive an annual allowance based on the previous years' casual health benefit allocation, and shall be distributed on a pro-rata basis among eligible casuals by April 30<sup>th</sup> of each year.

**ARTICLE 20 TRAVEL AND ALLOWANCES**

**20.1 Use of Employee Vehicle**

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

**20.2 Use of Employer Vehicle**

The Employer agrees to pay all costs associated with the operation and maintenance of an Employer provided vehicle. It is also recognized that owning a valid Saskatchewan Driver's Licence is a condition of employment.

**20.3 Liability and Insurance**

- a) The Employer agrees to provide non-owned automobile Liability Insurance in the amount of \$1,000,000 Third Party Liability for the use of any employee owned vehicle in the course of employment.
- b) Employees required to use their personal vehicle to transport clients shall be reimbursed at fifty (\$50.00) dollars per year for personal auto insurance.

**20.4** Where employees are required to use their vehicles on a regular

basis to transport clients, the Employer will provide for an annual professional interior vehicle cleaning and/or additional vehicle liability insurance. Total expenditure shall not exceed one hundred fifty dollars (\$150.00). Employees will be required to submit receipts to qualify for reimbursement.

**20.5 Meals and Allowances**

When employees are doing work for the Association which requires them to be away from their residence, they are not required to be billeted.

Employees shall receive allowance for meals, mileage and accommodations in accordance with the Government of Saskatchewan/SGEU (Public Service) Collective Agreement as may be periodically amended.

**ARTICLE 21 SAFETY AND HEALTH**

**21.1** 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.

**21.2 Meetings**

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

**21.3 No Discipline**

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

Notwithstanding the statutory right of employees to refuse dangerous work, employees shall also have the right to refuse to accompany clients to their marital home.

**21.4 First Aid**

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

**21.5 Recognition of Social Illness**

The Employer and the Union recognize that mental illness, alcoholism, and drug abuses are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. An employee whose Domestic Partner 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 Domestic Partner 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 22 TECHNOLOGICAL CHANGE

### 22.1

#### Definition

- a) For the purposes of this Agreement, the term 'technological change' shall be understood to mean changes introduced by the Board in the manner in which it carries out educational operations and services where such change or changes affects the terms and conditions or security of employment of members of the bargaining unit.
- b) Such changes as anticipated above shall include the following where such change or changes affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this Agreement was negotiated.
  - 1. the introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilised which affect one or more employees.
  - 2. a change, related to the introduction of this equipment, material or process, in the manner in which the Board carries out its educational objectives and operations which affect one or more employees.
  - 3. any change in work methods, **organization**, operations, or processes which affect one or more employees.
  - 4. any changes in location at which the Board operates.
- c) In the event of termination of Department of Social Services funding, this Article shall not apply.

### 22.2

The employer shall serve written notice to the Union ninety (90) days prior to the introduction of a new method of operation, work processing or equipment.

### 22.3

Such notice shall include the nature of the introduction, and who is to be affected by that technological change.

### 22.4

No permanent employee shall be dismissed, suffer reduction in pay,

or be denied a period of time necessary to acquire the skills required as a result of technological change.

- 22.5 Should the employer request the employee to improve her skills, it shall be incumbent upon the employer to provide that training without cost to the employee.
- 22.6 Any action which the employer wishes to take as indicated in the notice under Articles 21.1 and 21.2 shall not proceed until there is a negotiated agreement on the change.
- 22.7 Notwithstanding any provisions under the Trade Union Act which might apply, employees shall have the right to strike during the term of the collective agreement regarding anything in this Article. For the purposes of strike, this clause shall constitute notice of such action.

## **ARTICLE 23 JOB SECURITY**

### **23.1 Agreement Subject to Applicable Laws**

All provisions of this Agreement are subject to any applicable laws now or hereafter effected.

### **23.2 Employer Amalgamation**

In the event the Employer merges or amalgamates with any other body, the Employer shall endeavour to ensure that:

- a) Employees shall be credited with all seniority rights with the new Employer.
- b) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- c) Conditions of employment and wage rates for the new employee shall be equal to the best provisions in effect with either Employer.
- d) No employee shall suffer a loss of employment as a result of a merger.
- e) Preference in location of employment arising from the merger shall be determined on the basis of seniority.

## **ARTICLE 24 LAYOFFS AND RECALLS**

### **24.1 Definition of Layoff**

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

### **24.2 Advance Notice of Lay-Off**

The Employer shall notify full-time employees who are to be laid off thirty (30) working 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 provided in this Article, she shall be paid for the days for which work was not made available, excepting where funding cuts necessitate immediate lay-off. Total discontinuation of funding from the funder will result in immediate lay-off, subject to Labour Standards Act provisions.

**24.3 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the less senior employee.

**24.4 Recall Procedure**

- a) Employees shall be recalled in the order of seniority.
- b) Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority.
- c) Employees who choose to take employment offered to them which would constitute demotion or temporary employment shall not lose their right to reemployment to positions equivalent to those from which they were laid off.
- d) Employees shall be given thirty (30) days' notice of recall in written form.

**ARTICLE 25 DURATION**

**25.1** This Agreement shall be binding and remain in effect from **April 1, 2010 to March 31, 2014**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing subject to 26.03 in any year that it desires the contracts termination or amendment.

**25.2 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.

**25.3** Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party that they wish to amend the collective agreement. Within fourteen (14) working days of receipt of such notice by one party, the other party is

required to enter into negotiations for a new Agreement.

**25.4 Agreement to Continue In Force**

Where such notice requests revision only, the following conditions shall apply:

- a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- b) Both parties shall adhere to the terms of this Agreement during collective bargaining.

**25.5 Wage Re-opener**

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

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

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

**ARTICLE 26 JOB SHARING**

**26.1 Job Sharing**

The Employer agrees to the implementation of a job sharing project in which a position may be shared by two workers.

- 1.
  - a) The position shall be held by the incumbent who wishes to share her position.
  - b) Permanent full-time and temporary full-time positions only, shall be considered for job-sharing.
  - c) The shared portion of the position shall be posted for competition.
  - d) Employees participating in job sharing shall be eligible for additional casual work according to Article 12.10.
  - e) A letter of agreement shall be drafted between the parties determining the following:
    - hours of work and overtime
    - accrual of seniority and benefits on a pro-

rata basis

- time frame of job sharing shall be a minimum of six months to a maximum of one year, extensions may be negotiated
- attendance and compensation for staff meetings
- all job sharing projects shall be negotiated and shall be **formalized** contractually at the local level. Such contract shall be mutually agreed between the parties, the employer, and the union.

2. If the job sharing is between two full-time workers, the following conditions shall apply:
  - a) The job sharer shall take a leave of absence from her home position to a maximum of one year.
  - b) The job sharer or the incumbent may revert to her former position within the first year, upon (2) two months' notice to terminate the Letter of Agreement. Notice shall be concurrently provided to all affected parties.
  - c) **The Employer, within the first year, upon two (2) months' notice may terminate the Letter of Agreement. Notice shall be concurrently provided to all affected parties.**
  - d) When the leave of absence expires, the job sharer shall either revert to her former position or vacate her position.
  - e) In the event of a resignation, the remaining employee shall have the option of reverting to her former position or remaining in the shared position on a full-time basis.
  
3. If the job sharing is between a permanent full-time worker and a casual, the following conditions shall apply:
  - a) Casuals participating in job sharing shall be eligible to apply for vacant permanent full-time or temporary full-time positions. Such vacancies created in the job sharing shall be posted according to Section 1(c). If the vacancy in the job sharing is not filled, the position shall revert back to full-time.
  - b) At the expiry of the job sharing the casual shall revert back to the casual list.
  - c) Should the incumbent resign, the position shall become vacant and open for competition in the usual manner, the casual shall revert back to the casual list. Should the job sharer resign, the incumbent shall revert back to full-time.
  - d) The job sharer or the incumbent may revert to their former position within the first year upon one (1) month notice to terminate the Letter of Agreement.

Notice shall be concurrently provided to all affected parties.

- e) **The Employer, within the first year, upon two (2) months' notice may terminate the Letter of Agreement. Notice shall be concurrently provided to all affected parties.**

## **ARTICLE 27 HARASSMENT**

- A. The Union and the Employer and the Association recognize the right of employees to work in an environment free from harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another employee.
- B. Harassment shall be defined as provided in the *Occupational Health and Safety Act* and *The Saskatchewan Human Rights Code*.
- C. In the case of harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance.
- D. An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- E. An alleged offender under this clause shall be entitled.
  - i) to be given notice of the substance of a grievance under this clause.
  - ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this clause.
- F. An arbitration, hearing a grievance under this clause, shall have authority to:
  - i) dismiss the grievance.
  - ii) determine the appropriate level of discipline and,
  - iii) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- G. An offender under this clause shall not be entitled to grieve disciplinary action taken by the employer which is consistent with the award of the arbitration.

**APPENDIX A**  
Wage Rates  
April 1, 2009 – April 1, 2011

			<b>April 1/08</b>	<b>Apr 1/09</b>	<b>Apr 1/10</b>	<b>Apr 1/11</b>
			<b>OPEN</b>	<b>2.80% INCREASE</b>	<b>1% INCREASE</b>	<b>1.5% INCREASE</b>
<b>CASUAL</b>						
Entry Level	Hourly		16.19	16.64	16.81	17.06
<b>Emergency Shelter Worker Front Line/House Supervisor</b>						
Entry Level	Monthly		2952.76	3035.44	3065.79	3111.78
One Year	Monthly		3225.65	3315.97	3349.13	3399.36
<b>ACCOUNTING CLERK</b>						
Entry Level	Monthly		1502.50	1544.57	1560.02	1583.42
One Year	Monthly		1598.41	1643.17	1659.60	1684.49
<b>OUTREACH/CWWV/ FOLLOW UP/PROGRAM COORDINATOR</b>						
Entry Level	Monthly	<b>OUT/CWWV</b>	2982.93	3066.45	3097.71	3144.18
One Year	Monthly	<b>OUT/CWWV</b>	3258.25	3356.00	3389.56	3440.40
Entry Level	Monthly	<b>0.06</b>	1771.66	1821.27	1839.48	1867.07
One Year	Monthly	<b>0.0</b>	1935.83	1990.03	2033.74	2064.25

**SIGNING PAGE**

The Moose Jaw Women's Transition Association Inc. and the Saskatchewan Government & General Employees' Union hereby agree that the attached document shall form the Collective Agreement between the parties.

Signed on behalf of  
Saskatchewan Government and  
General Employees' Union

Signed on behalf of  
Moose Jaw Transition House

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_