

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

**April 1, 2011 -
March 31, 2014**

COLLECTIVE AGREEMENT

SGEU

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SASKATOON SEXUAL ASSAULT
AND INFORMATION CENTRE, INC.
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5571
APRIL 1, 2011 TO MARCH 31, 2014**

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PURPOSE OF AGREEMENT

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

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

The parties therefore agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 **Bargaining Unit** means Saskatoon Sexual Assault and Information Centre, Inc., certified by SGEU as determined by the Labour Relations Board.
- 1.2 **Executive Director** means the person to whom the Board of Directors has delegated general responsibility for the Management of services.
- 1.3 **Demotion** is defined as the movement of an employee from one position to another position that has a salary range with a lower maximum.
- 1.4 **Employee**
 - 1.4.1 **Permanent Employee:**

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

1.4.2 **Probationary Employee:**

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

1.4.3 **Part-time Employee:**

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

1.4.4 **Job Share Employee:**

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

1.4.5 **Temporary Employee:**

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

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

1.4.6 **Casual Employee:**

Means a person engaged to perform work of a casual or emergent nature. Where a casual employee works more than twenty-six (26) days in any two (2) consecutive month period said employee will be reclassified as a part time employee unless otherwise agreed to by the parties.

1.5 **Employer:**

Means The Saskatoon Sexual Assault & Information Centre, Inc.

1.6 Where the **feminine** pronoun is used in this Agreement, it shall mean and include the **masculine** pronoun, and where the singular term is used in this Agreement, it shall mean and include the plural, all as the context requires.

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

ARTICLE 2 SCOPE

2.1 Scope

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

- 2.2 All new classifications or new positions within the scope of this Agreement shall be posted in accordance with Article 10.3. If there is a dispute between the Employer and the Union as to whether the new or reclassified classification or new position is within or outside of the scope of the Union's Bargaining Unit, such shall be subject first to negotiation. Failing settlement, the matter may be referred to the Labour Relations Board for adjudication.
- 2.3.1 The Union acknowledges that as a Community based organization volunteers are an important part of the operations of the Saskatoon Sexual Assault and Information Centre. The Union also acknowledges that volunteers do not form part of the bargaining unit.
- 2.3.2 The Employer agrees that volunteers will not perform bargaining unit work where it would cause the lay-off or a reduction of hours of any member of the bargaining unit.

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

ARTICLE 3 UNION SECURITY

3.1 Recognition

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

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

3.3 Non Discrimination

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

3.4 Union Membership

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

3.5 Union Dues/Check-Off/Membership Info

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

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

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

3.5.3 The Employer where possible shall provide the information electronically.

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

3.6 Income Tax (T-4) Slips

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

3.7 New Employees

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

3.8 Temporary Out-of-Scope Appointment

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

3.9 Bulletin Boards

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

3.10 Right of Union Representative

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

3.11 Sexual/Racial Harassment

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

3.12 Contracting Out

The Union will be provided with as much notice as possible and an opportunity to discuss any intent to contract out.

The Employer will ensure no full-time or part-time employee will be laid off as a direct result of contracting out. Nothing in this agreement shall prevent the Employer from contracting out work from time to time as it shall be deemed necessary, provided that the Employer shall not, as a usual practice, contract out work ordinarily performed by members of the Bargaining Unit.

ARTICLE 4 UNION/MANAGEMENT COMMITTEE

4.1 Joint Committee

At either party's request, a Joint Committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer.

4.2 Composition of Committee

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

4.3 Meeting as Required

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

4.4 Jurisdiction of Committee

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

4.5 Meeting – No Wages Lost

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

ARTICLE 5 PERSONNEL POLICIES

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

Such policies shall not be inconsistent with this Collective Agreement.

ARTICLE 6 DISCIPLINE, SUSPENSION, DISMISSAL

6.1 Right to Have a Steward

Every employee has the right to be represented by a Union Steward or SGEU Labour Relations Officer (LRO) of her choosing at any meeting or investigative proceeding with the Employer which might lead to discipline.

- (a) Where the Employer intends to meet with an employee for disciplinary purposes or which may lead to discipline, 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 Labour Relations Officer present at the meeting. The member shall be given sufficient time to arrange Union representation and if necessary to schedule for a later date.**
- (b) 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 and date.**
- (c) Failure of the Employer to provide the right to Union representation shall render all resulting discipline null and void.**

6.2 Paid Leave During Investigation

When an employee's conduct is considered by the Executive Director to warrant dismissal, such employee shall be placed on paid leave during investigation and until such time as the Employer imposes a disciplinary sanction or the employee is returned to work.

The Union shall be provided a copy of the final investigation report if and when the Employer takes disciplinary action against the employee.

6.3 Grievances submitted under Article 6.2 (outlined above) may proceed directly to Step 2 of the grievance procedure (refer to Article 7.5.1).

6.4 Wrongful Dismissal or Suspension

Should an employee be dismissed or suspended, and it is later established that such dismissal or suspension was unfair or not in accordance with the provisions of this Agreement, she shall be returned immediately to her former status in all respects and shall be compensated for the loss of wages and credited with earned benefits. The Employer may only fill the position on a temporary basis until final disposition of the dispute.

6.5 Progressive Discipline

Both parties agree every effort shall be made through discussion and consultation in an attempt to resolve problems with respect to employee performance prior to the initiation of disciplinary action. It is understood that coaching is not discipline.

The Employer acknowledges the right of employees, including those employees on initial probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.

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

6.5.1 Disciplinary Progression

The Employer agrees to follow the principles of progressive discipline.

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

- (a) Verbal reprimand**
- (b) Written reprimand**
- (c) Suspension**
- (d) Termination of employment**

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:

6.5.2 Disciplinary Action

Where the Employer intends to meet with an employee for disciplinary purposes, or is likely to lead to discipline, the employee shall be so notified in advance of the purpose of the meeting, and shall have a Union Representative present at the meeting. The member shall be given a sufficient and reasonable amount of time to arrange Union representation.

6.5.3 Burden of Proof

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

6.5.4 Personnel Records

Employees shall have the right at any time to have access to and review/copy their personnel record. Any disagreement as to the information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of an employee's record. An employee may request to add any pertinent information to her file. No evidence from the employee's record may be introduced as evidence in any hearings of which the employee was not aware at the time material was placed in her file.

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

Records of disciplinary action on an employee's personnel file shall be removed from the file after twenty-four (24) months, unless there are disciplinary documents of equal or greater severity placed on the employee's file within that period. When such documents are removed, they shall be returned to the employee or to the Union.

Any reprimands shall be conducted in the Employer's office.

6.5.5 Verbal Reprimand

The Executive Director shall verbally outline to the employee any reasons for the reprimand and how she should correct her work. As a point of process, the event of the verbal reprimand shall be noted in the employee's file.

A Steward or Union Representative shall be present as a witness.

6.5.6 Letter of Reprimand

If the employee displays no positive response to the verbal reprimand, the Executive Director shall reprimand that employee by means of a letter of reprimand to the employee within sixty (60) days attendance in the workplace after the delivery of the verbal reprimand. A copy shall be sent concurrently to the Union office. Such letters shall become part of the employee's record.

6.5.7 Suspension

The employee shall be given notice of the suspension and the reasons for it in writing. The day(s) of suspension shall be included. A copy shall be sent concurrently to the Union office.

6.5.8 Dismissal

Dismissal shall be effected by the Executive Director. The employee shall receive written notice of the action which shall include a specific statement of just cause. Any employee, who is dismissed, except in cases of misconduct, shall be entitled to notice or pay in lieu of such notice in accordance with Labour Standards.

Such pay shall be in addition to the payment in lieu of earned vacation leave. Earned vacation leave owing to an employee shall not be used as any part of the period of notice above.

A copy of the dismissal notice shall be sent concurrently to the Union office.

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure. Step 1 of the grievance procedure shall be omitted in such cases.

There shall be a Union observer during any disciplinary investigation with an in-scope employee.

6.5.9 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 or dismissal.

6.6 Involuntary Demotion

Thirty (30) calendar days notice shall be given to an employee who is to be demoted involuntarily. Such notice shall be given to the employee in writing and shall set out in detail the reasons. A copy of this notice shall be supplied concurrently to the Union.

6.7 Justice and Dignity

An employee who has been reprimanded, failed to be appointed, demoted, suspended or loses 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.

An employee may be removed from active work without pay where the alleged cause for suspension presents a danger to the safety of others or equipment or where the employee significantly disrupts the programs of the Employer. An employee may be discharged for just cause without notice.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 Definition of Grievance

A grievance shall be defined as any work related difference or dispute between the Employer and any employee(s) or the Union as to the interpretation or application or alleged violation of this agreement or any provincial statute save for the Trade Union Act which cannot be settled by discussions.

7.2 Stewards

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

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

7.3 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward.

7.4 Permission to Leave Work

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

7.5 Procedure

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. The employee/steward shall attempt to resolve the dispute through a meeting with the Executive Director. Both parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the dispute.

The fifteen (15) calendar day period for initiating a grievance shall commence after this meeting.

7.5.1 Step 1 – Filing a Grievance

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

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

Step 2 – Meeting

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

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

The meeting shall:

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

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

Step 3 – Mediation

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

Step 4 – Arbitration

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

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

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

7.5.2 Special Measures

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

7.6 Deviation from Grievance Procedure

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

7.7 Time Limits

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

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

7.8 Access to Grievance Information from Employer

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

ARTICLE 8 MEDIATION / ARBITRATION

8.1 Mediation

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

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

8.1.1 Selection of a Mediator

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

8.1.2 Role of the Mediator

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

8.1.3 Rules Applicable to Grievance Mediation

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

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

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

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

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

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

8.1.4 Grievance Mediation Process

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

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

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

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

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

8.2 Arbitration

8.2.1 Selection of an Arbitrator

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

8.2.2 Procedure

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

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

The arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

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

- (a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.**
- (b) If called by the Union, leave in accordance with Article 19, and expenses paid by the Union.**
- (c) If called by the arbitrator, the parties shall share equally the costs.**

8.2.3 Decision of the Arbitrator

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

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

The arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions.

Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement which the arbitrator deems just and equitable.

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

8.2.4 Expenses of the Arbitrator

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

ARTICLE 9 SENIORITY

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

Seniority shall not be counted during an employee's probationary period, however, once the probationary period has been completed, seniority shall be credited.

9.2 **Seniority List**

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

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

9.3 Maintenance and Accrual

Seniority shall be maintained and accrued during:

- (a) All periods of paid leave.**
- (b) Leave of absence without pay for periods not exceeding thirty (30) days.**
- (c) Parental Leave (maternity, paternity and adoption).**
- (d) Wage replacements benefits for a period of one (1) year or less from Workers' Compensation benefits, SGI benefits, and Long Term Disability benefits.**

Maintenance of Seniority

Seniority shall be maintained, but shall not accrue during:

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

9.4 Loss of Seniority

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

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

9.5 Return to Scope

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

ARTICLE 10 APPOINTMENTS AND STAFF CHANGES

10.1 Notification of Current Address

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

10.2 Filling Positions by Competition

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

10.3 Job Postings

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

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

The Union and the Employer may mutually agree that the bulletining of a particular position is not required, and where such agreement is reached, the Employer will not bulletin the position.

10.4 Information on Postings

Such notice shall contain the following information:

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

10.5 No New Employees

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

10.6 **Role of Seniority Appointments**

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

10.7 **Notice of Filling Vacancy**

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

ARTICLE 11 PROBATION

11.1 **Probation**

Newly hired employees shall be on probation for a period of six (6) calendar months from their date of hire. By mutual agreement of the parties, an extension may be granted for an additional three (3) calendar months. During the probation period, employees shall be entitled to all rights and benefits of this agreement except with respect to seniority and discharge for reasons of general unsuitability. Upon successful completion of the probation period, seniority shall be effective from the last date of employment.

ARTICLE 12 JOB ABOLITION, LAYOFF, AND RECALL

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

12.2 A layoff shall be defined as:

- (a) For a full-time employee, a reduction of the hours of work as set out in Article 13.1.1 or;
- (b) The elimination or abolition of an employee's position.

12.3 **Notification of Layoff**

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

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

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

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

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

12.4 **Method of Layoff**

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

Such laid-off employees may exercise their right to bump as outlined in Article 12.8.

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

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

12.6 **Method of Bumping**

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

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

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

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

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

12.7 **Re-Employment Lists**

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

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

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

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

ARTICLE 13 HOURS OF WORK

13.1.1 Full-time employees shall work seven and one-half (7 ½) consecutive hours per day Monday to Friday inclusive, a total of thirty seven and one-half (37 ½) hours per week.

13.1.2 Full-time employees shall be allowed two (2) rest periods of fifteen (15) minutes each. Employees shall be allowed a one (1) hour meal break.

13.2 Temporary and part-time employees shall be entitled to a meal break of one (1) hour within each projected assigned work period, and shall be entitled to a paid fifteen (15) minute rest period within each four (4) consecutive hour shift period.

13.3 Time spent in meetings when the employee is required by the Employer to attend such meetings shall be considered time worked and travel time will be paid.

13.4 On each occasion an employee reports for work that is outside of their normal schedule, they shall receive a minimum of three (3) hours at the applicable overtime rate of pay.

When a volunteer is not available to work a Staff support shift and an employee agrees to work the shift they will be paid the same honourarium as the volunteers.

13.5 **Travel and Sustenance**

The Employer shall reimburse employees for pre-authorized travel and sustenance expenses consistent with SSAIC policy.

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

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

Part-time employees shall be given seven (7) days notice of a change to their schedule unless circumstances beyond the control of the Employer prevent such notice. In such cases the employee shall be given as much notice as possible.

ARTICLE 14 OVERTIME

14.1 Full-time employees working hours in excess of those hours specified in Article 13.1.1 shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay.

- 14.2 Other than full-time (OTFT) employees working hours in excess of those hours specified in Article 13.1.1 shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay.
- 14.3 Overtime will not be paid unless such overtime has been authorized by the employee's supervisor, save for extenuating circumstances involving client crisis.
- 14.4 Employees' may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay. Such time off shall be taken within three (3) months of being earned or paid out at the appropriate rate.

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

ARTICLE 15 DESIGNATED AND STATUTORY HOLIDAYS

- 15.1 For the purposes of this Agreement, designated and statutory holidays shall mean:

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

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

- 15.2 All employees shall be entitled to a day's pay for each designated holiday that falls within their pay period. If a designated holiday falls on a regularly scheduled day off, employees shall be entitled to other time off at the appropriate rate.
- 15.3 Employees required to work on a designated and statutory holiday, as identified in Article 15, shall be paid at the rate of double time (2) times the employee's hourly rate of pay, plus time off with pay equal to the regular hours worked.

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

- 15.4 Part time employees who:
- (a) are required to work on a Statutory Holiday as set out in Article 15 shall receive: double (2) times their regular rate of pay for all the normal hours so worked as defined in Article 13, in addition to Statutory Holiday Pay as outlined in (b) below.
 - (b) do not work on the Statutory Holiday shall be paid Statutory Holiday Pay calculated as five percent (5%) of their total income earned in the four (4) weeks immediately preceding the week containing the Statutory Holiday.
- 15.5 Each week that has a designated holiday within it shall, as a result, have the amount of hours to be worked at straight time set at thirty (30) hours. Should a week have two (2) designated holidays, such weekly hours will be set at twenty two and one-half (22 ½) hours maximum without overtime occurring.
- 15.6 Designated holidays that fall on a Saturday may be moved to Friday. Designated holidays that fall on a Sunday may be moved to Monday. In special circumstances the above rules may be altered by agreement between the Employer and the Union.

ARTICLE 16 VACATION

16.1 Definition

Vacation means annual vacation with pay.

16.2 Vacation Year

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

16.3 Vacation Credits

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

- (a) During the first (1st) and subsequent years, including the second (2nd) year of continuous employment, one and one-quarter (1 ¼) days per month worked fifteen (15) working days per year).
- (b) During the third (3rd) and subsequent years including the seventh (7th) year of continuous employment, one and two-

thirds (1 2/3) days per month (twenty (20) working days per year).

- (c) During the eighth (8th) and subsequent years of continuous employment, two and one-twelfth (2 1/12) days per month (twenty-five (25) working days per year).

16.4 **Carry Over of Vacation**

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

16.5 **Vacation Schedule Broken**

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

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

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

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

16.6 **Vacation Pay**

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

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

16.7 **Unbroken Vacation**

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

16.8 **Vacation Schedule**

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

ARTICLE 17 SICK LEAVE

17.1 **Definition**

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or for the actual time required to attend to their own doctor or dentists appointment where alternate arrangements cannot be made or because of an accident that is not compensable under Workers' Compensation.

17.2 **Basis Earned**

Sick leave credits shall accumulate for all employees at the rate of one and one-half (1 ½) days for each month of service (eighteen (18) days per year). Part-time employees shall accumulate on a pro rata basis.

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

17.4 **Use of Sick Leave**

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

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

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

17.5.1 A medical note(s) may be required of an employee claiming sick leave.

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

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

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

17.6 **Sick Leave Credit Record**

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

17.7 **Recognition of Social Illness**

The Employer and the Union recognize that mental illness and chemical addictions are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. Employees whose partner or a dependant family member is undertaking a rehabilitative program for alcoholism or chemical addiction may apply for sick leave benefits or vacation time or leave with pay to participate with their 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 acknowledgment 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 this Collective Agreement.

ARTICLE 18 STAFF WELLNESS DAYS (SWD)

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

ARTICLE 19 LEAVES OF ABSENCE

19.1 Union Business

Members of the Union appointed as delegates to attend a convention or business meeting in connection with Union affairs shall, with sufficient notice, be granted leave of absence insofar as operational requirements will allow.

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

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

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

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

19.4 Compassionate Leave

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

19.5 Pressing Necessity Leave

An employee may be granted leave without pay for pressing necessity. Pressing necessity is defined as any circumstance of a sudden or unusual occurrence that could not, by the exercise of reasonable judgment, be foreseen by the employee and which requires the immediate attention of the employee. The employee may elect to use vacation leave, statutory holidays or an earned day off for the purpose of such leave, notwithstanding, the employee may elect to use sick leave subject to the approval of the supervisor.

Leave of absence with pay, chargeable to an employee's sick leave credits may be made on the basis of pressing necessity or family responsibilities (to a maximum of five (5) days per fiscal year).

19.6 Maternity/Adoption Leave

An employee shall be entitled to maternity/adoption leave, without pay, provided that she presents a certificate confirming the pregnancy/adoption and showing the probable date of delivery/arrival. The following conditions shall apply:

- (a) The Employer may require the employee to take maternity 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) Leave of absence for maternity/adoption shall be for up to twelve (12) months as requested, except in extenuating circumstances, where in the opinion of a medical practitioner, the leave shall be further extended.
- (c) Such leave will be granted with assurance that the employee will resume employment in the same position, or in a comparable position, and at the same rate of pay

occupied prior to the granting of such leave subject to negotiated wages increases.

- (d) Notice of intention to return to work, or request for change of length of leave of absence must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave.
- (e) The employee shall suffer no loss of accumulated seniority rights due to maternity, paternity and adoptive leave of absence. Seniority shall accumulate during the period of leave.

19.7 Paternity/Adoption Leave

An employee shall be entitled to twelve (12) months unpaid leave which can be taken within six (6) months before or after the birth or adoption of a child. Such leave will be granted as per Article 19.6 (c) and 19.6 (e).

19.8 Jury Duty

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

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

19.9 General Leave

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

19.10 Education Leave

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

19.11 Benefits Earned While on Leaves of Absence Without Pay

19.11.1 Up to and including thirty (30) days.

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

19.11.2 Over Thirty (30) Days

Employees shall not accumulate sick leave credits or vacation credits for the period of absence greater than thirty (30) calendar days and a new increment date shall be established for the determination of increments. The accumulation of seniority shall be in accordance with Article 9 of this Collective Agreement.

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

ARTICLE 20 PAY ADMINISTRATION

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

20.2 Hiring Rates

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

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

20.4 Statement of Earnings

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

20.5 Temporary Performance of Higher Duties

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

ARTICLE 21 POSITION DESCRIPTION AND REALLOCATIONS

- 21.1 The Employer shall provide and maintain job descriptions and specifications.
- 21.2 A file of job descriptions currently maintained shall be kept in the Employer's office and shall be available for inspection by the employee during normal office hours.
- 21.3 When the duties of any position change or when an employee feels incorrectly allocated or when a new position is created, rates of pay shall be negotiated. Any increase shall be retroactive to the date of a request in writing. Where no agreement is reached, the matter will be referred to Arbitration.

ARTICLE 22 SAFETY AND HEALTH

- 22.1 The Employer and the Union endorse the principle of worker occupational health and safety and shall continue to enhance safety measures.
- 22.2 An Occupational Health and Safety Committee as provided for under the Occupational Health and Safety Act, or as such Act may be amended from time to time, shall be implemented.
- 22.3 An employee or a group of employees who have a health or safety concern shall endeavour to resolve that concern by first referring the concern to the immediate supervisor or officer responsible for safety.
- 22.4 Any time lost as a result of immunization shall not result in loss of pay.
- 22.5 Verbal or physical abuse will not be tolerated. Should an incident demonstrate that a client's behavior may constitute a risk to the safety of any staff member, a meeting between the Employer and employees shall be convened within 24 hours (excepting weekends and stat holidays) to assess the risk and make

recommendations for the safety of staff and the workplace. Employees may have the assistance of a Union representative (LRO) if one is available to attend the meeting as scheduled.

ARTICLE 23 TECHNOLOGICAL CHANGE

23.1 Technological Change

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

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

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

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

23.1.4 All new job titles and rates of pay within scope of this Agreement shall be negotiated in accordance with Article 21.3.

23.1.5 All new positions created as a result of technological change will be posted under the terms of the current Agreement. Orientation required for the new positions shall be provided by the Employer at the employee's regular rate of pay.

23.1.6 If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.

ARTICLE 24 MANAGEMENT RIGHTS

24.1 Subject to the terms of the Agreement, it is the function of the Employer to:

- (a) Direct the working force.
- (b) Operate and manage its business in all respects.
- (c) Hire, select, transfer and layoff because of lack of work.

- (d) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees.
- (e) Promote, demote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to grievance.

ARTICLE 25 EMPLOYEE BENEFITS

25.1 Long Term Disability Plan

The Employer agrees to facilitate deduction of premiums and provide administrative information should employees decide to join the SGEU LTD plan.

25.2 Pension Plan

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

25.3 Employee Family Assistance Program

The parties jointly agree that the Union and the Employer will participate in the negotiation of an Employee and Family Assistance Program during the life of the agreement.

ARTICLE 26 TERM OF AGREEMENT

26.1 This agreement shall **remain** in force and effect from April 1, **2011** to March 31, **2014** and from year to year thereafter unless notification to amend as per **Article 26.3** is given by either party.

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

26.2 Changes in Agreement

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

26.3 Open Period

Either party may, not less than thirty (30) days nor more than sixty (60) days, before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

26.4 Wage Re-opener

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

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

APPENDIX "A"

Effective April 1, 2011

POSITION	Seniority	Current Salary	Hourly
	Hours		Rate
Client Services COORDINATOR 3	7,000	\$53,761.00	\$27.57
Client Services COORDINATOR 2	5,000	\$52,195.00	\$26.77
Client Services COORDINATOR 1		\$50,675.00	\$25.99
Client Worker/Counsellor 3	7,000	\$51,860.50	\$25.03
Client Worker/Counsellor 2	5,000	\$50,305.20	\$24.30
Client Worker/Counsellor 1		\$48,796.25	\$23.59
PROGRAM ASSISTANT 3	7,000	\$42,037.00	\$21.56
PROGRAM ASSISTANT 2	5,000	\$40,810.00	\$20.92
PROGRAM ASSISTANT 1		\$39,624.00	\$20.32
RECEPTIONIST 3	7,000	\$31,270.00	\$16.03
RECEPTIONIST 2	5,000	\$29,998.00	\$15.38
RECEPTIONIST 1		\$28,917.00	\$14.82

Effective April 1, 2012

POSITION	Seniority	Current Salary	Hourly
	Hours		Rate
Client Services COORDINATOR 2*	7,000	\$55,373.83	\$28.39
Client Services COORDINATOR 1		\$53,712.44	\$27.54
Client Worker/Counsellor 3	7,000	\$51,860.50	\$26.60
Client Worker/Counsellor 2	5,000	\$50,305.20	\$25.79
Client Worker/Counsellor 1		\$48,796.25	\$25.02
PROGRAM ASSISTANT 3	7,000	\$43,298.11	\$22.20
PROGRAM ASSISTANT 2	5,000	\$42,036.36	\$21.55
PROGRAM ASSISTANT 1		\$40,812.72	\$20.93
RECEPTIONIST 3	7,000	\$32,196.26	\$16.51
RECEPTIONIST 2	5,000	\$30,677.52	\$15.73
RECEPTIONIST 1		\$29,784.51	\$15.27

*Temporarily granted out-of-scope in August 2012. To be determined if this is permanently out-of-scope in August 2013.

SIGNING PAGE

The SASKATOON SEXUAL ASSAULT AND INFORMATION CENTRE, INC., and the SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION hereby agree, that the attached document shall form the Collective Agreement between the parties.

Signed this ____ day of _____ 2013.

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

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

Megan Swayer, Chair
Negotiating Committee

Heather Pocock
Assistant Director

Nicole Alberts
Labour Relations Officer

Elizabeth Freire
Executive Director