

Collective Agreement

Between

**ALL ELECTED BOARD MEMBERS OF
BRIARPATCH INCORPORATED**

And

**RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCAL 568**

April 1, 2014 to March 31, 2017

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THIS AGREEMENT made and entered into this January 13 2014.

BETWEEN: All elected Board Members of BRIARPATCH INCORPORATED, in or in connection with its places of business located in the Province of Saskatchewan, hereinafter referred to as the "Employer"

OF THE FIRST PART

AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 568, hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE 1 - Purpose

In consideration of the mutual value of joint discussions and negotiations on all matters pertaining to employer-employee relations, the parties hereto agree that the purpose of this Agreement shall be to set forth terms and conditions of employment relating to rates of pay, hours of work and other working conditions affecting the employees covered by this Agreement and to provide for a means of settling disputes and grievances of such employees.

ARTICLE 2 - Recognition

The Employer recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union, or its designated bargaining representatives, in any and all matters affecting the relationship between the Employer and the employees. The Employer also agrees that the Union may have the assistance of a representative of the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union in any negotiations or discussions between the parties to this Agreement.

ARTICLE 3 - Scope

This Agreement shall cover all employees employed by BRIARPATCH INCORPORATED, in or in connection with its places of business located in the Province of Saskatchewan.

ARTICLE 4 - Clarification of Terms

1. The words "employee" or "employees" shall mean any person or persons covered by this Agreement.

2. For the purpose of applying the terms of this Agreement and appropriate legislation, the word "Employer" will be construed as meaning all elected Board Members of BRIARPATCH INCORPORATED

3. The form "s/he" shall be used to designate individuals throughout this Agreement. The form "his/her" shall be used where appropriate.

4. A full-time field employee is defined as any person who regularly works one hundred and forty (140) hours in a four (4) week period. A part-time employee is defined as a person who works on a regular basis but less than thirty-five (35) hours per week. A casual employee is defined as a person who from time to time may be called in to assist with the work load. A term employee is defined as any person who works a fixed period of time not exceeding one year unless agreed upon by mutual agreement.

ARTICLE 5 - Union Security

1. Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of employment. Every new employee whose employment commences hereafter will be required to sign a Union membership application, as administered by the Shop Steward or a Union member, within the first hour on the job. All employees who are eligible but not now members of the Union shall immediately apply for and maintain membership in the Union as a condition of employment.

2. After thirty (30) calendar days of employment, employees shall not be penalized nor shall they be laid off, re-called, promoted, demoted, transferred or discharged until the Union has been notified in writing of the name or names of the persons affected at least two (2) working days prior to such action being taken. The above does not apply when there is cause for suspension or immediate dismissal.

3. Should any employee inadvertently or otherwise be penalized or laid off, recalled, not re-called, promoted, demoted, transferred or discharged and it is later established that such penalty or layoff, recall, failure to recall, promotion, demotion, transfer or discharge was unfair or not in accordance with the provisions of this Agreement, s/he shall immediately be returned to his/her former status in all

respects, and the Employer shall make up the difference between any monies received by that employee from other sources and his/her regular pay.

4. If an employee is being suspended or discharged for cause or is to receive a reprimand, the employee shall be accompanied by a Shop Steward, another officer of the Union, or his/her representative in the case of his/her absence.

5. If a document of any kind is entered into an employee's file that may in the future be used against the employee, the employee will be given a copy of such document at the time the document is placed in the file.

6. Letters of reprimand will be removed from an employee's file ninety (90) days after the date of reprimand.

7. Any employee, past or present, shall be granted access to his/her complete file immediately upon request.

8. With the written consent of an employee, the Personnel Committee shall be granted, upon request, immediate access to the employee's complete file.

9. Upon inspecting his/her file, the employee may list all the contents therein and the management responsible shall acknowledge the completeness of the contents with his/her signature

ARTICLE 6 - Dues Check-Off

Upon request in writing of any employee and upon request of the Union, the Employer shall deduct the Union dues, assessments and initiation fees out of the wages due to each employee and shall remit same to the person designated by the Union on or before the tenth day of each month. The Employer shall furnish the Union each month with a written list of:

1. Names of employees from whom the deductions have been made;
2. Names of employees whose employment has been terminated or laid off;
3. Names of all employees who have been hired;

4. Home addresses of all new employees hired and any changes in home addresses of all other employees who are members of the Union.

ARTICLE 7 - No Discrimination

The Employer and the Union agree there shall be no discrimination against any employee because of his/her race, creed, colour, sex, age, sexual orientation, marital status including common-law relationships, political affiliation, nationality, ancestry, place or origin, whether s/he has children, has physical disabilities, or for membership or activity in the Union.

The Employer agrees no employee shall be subject to discipline or dismissal for refusing to cross a picket line or for refusing to handle products or goods of another employer who is involved in a labour dispute with his/her employees.

No employee shall be required to perform work during a strike which is normally done by those on strike.

ARTICLE 8 - Basic Work Week and Overtime Rates of Pay

1. The basic work week for field employees shall be an averaging period of one hundred and forty (140) hours within a 4 week period.

2. Variations in employees' hours of work may occur as a result of staggered starting and finishing times or an alteration in the time allowed for lunch. All employees shall record their hours worked on a weekly time sheet.

3. All non-field employees must be guaranteed a minimum of three (3) hours of employment or three (3) hours' pay at their regular rate on days they are scheduled to work. All meetings conducted outside of the regular work hours which staff are required to attend shall be calculated and paid as hours worked.

4. The business meetings concerning the Edna Curren Memorial Fund (i.e. Huston House) which employees of Briarpatch attend shall be counted and paid as hours worked.

5. Time spent by employees negotiating the Union contract or in investigation and discussion of grievances shall be counted and paid as hours worked.

6. Overtime

(a) Overtime shall be considered for any additional hours of work over one hundred and forty (140) hours within a four week period for field employees. Overtime shall be authorized by the mutual consent of the employees. If an employee has worked more than fourteen (14) hours of overtime within a four (4) week averaging period, the Employer must be notified. The Employer may seek to limit the amount of overtime that such employee will work in the following month. Employees shall be told at the end of each month the status of their overtime.

(b) Overtime shall be granted at one and one-half (1 1/2) times the amount of overtime worked. Employees shall, at their own option, choose to be remunerated for overtime in one of the following ways:

or (i) pay for all overtime hours worked at the rate of time and one-half (1 1/2);

(ii) time off for all overtime hours worked at the rate of time and one-half (1 1/2); or

(iii) pay at regular rates for all overtime hours with the remaining one-half (1/2) hour to be taken as time off.

(c) Time off for overtime must be taken at a time which is mutually agreeable to the employees. If the hours to be taken off are more than ten (10) working days in duration, such time off must be approved by the Employer. Employees have the right to refuse to work additional overtime.

(d) The Employer and the Union agree to make reasonable efforts to limit the number of unused overtime hours accumulated by employees. If an employee accumulates more than twelve (12) days (84 hours) of overtime, the Employer must be notified. At that time the Employer may decide to:

(i) prevent the employee from working additional overtime until some portion of overtime already accumulated has been used up, and/or

(ii) enter into negotiations with the employee to provide for the use of accumulated overtime.

Provisions for using up overtime may include some combination of the following:

(i) Time off in lieu, to be taken upon mutual consent of employees. Employees are encouraged to take T.I.L. before using vacation leave.

(iii) Under exceptional circumstances where the finances of the organization in question permit, arrangements may be made for payment in lieu of time off for some or all of the unused time.

7. If a satisfactory arrangement cannot be reached through such negotiations, the employee may appeal to the formal grievance procedure outlined in Article 20.

ARTICLE 9 - Paid Rest Periods

Employees shall be entitled to two (2) fifteen (15) minute rest periods per (8) hour day.

ARTICLE 10 - Wage Rates and Job Classifications

1. Job classifications and the minimum monthly wage rates for all full-time employees covered by this Agreement shall be as set out in Appendix A.1 of this Agreement. Job classifications and the minimum hourly wage rates for all part-time and casual employees covered by this Agreement shall be as set out in Appendix A.2 of this Agreement.

2. A completely itemized computation of the employee's pay and overtime hours shall be shown conspicuously on his/her pay cheque or slip accompanying it.

3. The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved, the issue may be subject to the Grievance and Arbitration procedures. Recognized job descriptions shall be attached to and form a part of this Agreement.

a) Any changes to recognized job descriptions must be arrived at through negotiations and mutual agreement between the Employer, the Union and the employee(s) affected by such changes. If mutual agreement is not reached, the matter may be resolved through the Grievance and Arbitration Procedures. Once the matter has been settled, the new job description shall be deemed to be the recognized job description and shall be attached to and form a part of this Agreement.

b) Existing recognized job descriptions shall not be eliminated by the Employer without prior agreement with the Union and the employees covered by this Agreement.

c) The Employer recognizes that the employees have the right to determine how they can best fulfill the requirements and responsibilities of recognized job descriptions on a day-to-day basis.

Payments for (a) and (b) above shall be retroactive to the first day.

4. Job descriptions, classification titles and rates of pay applicable thereto for any new classification or position that may hereafter be established shall be subject to

negotiations and agreement between the Employer and the Union, and a supplementary agreement shall be executed in respect to any such positions.

5. Any employee required to temporarily fill for one (1) day or more a position in the scope of this Agreement paying a higher rate of pay shall receive a temporary pay of higher duties (TPHD) of 5% above their base salary. If required temporarily to fill a position paying a lower rate of pay, s/he shall not have his/her rate reduced.

6. The Employer agrees to the principle of equal pay for work of equal value

ARTICLE 11 - Paid Holidays

1. The Employer recognizes the following days as paid holidays:

Thanksgiving Day, Good Friday, Easter Monday, Canada Day, Family Day May Day, Labour Day, Remembrance Day, Victoria Day, Saskatchewan Day, Christmas Eve, Christmas Day, Boxing Day, New Year's Day and any other days proclaimed as holidays by federal, provincial or civic authorities.

2. The above holidays shall be observed on days other than the calendar date when so proclaimed by Federal, Provincial or Civic authorities.

3. Should any employee be required to perform work on any of the above mentioned holidays, s/he shall receive, in addition to her/his holiday pay, one and one-half (1 1/2) times the regular rate for all hours worked.

4. Should any holiday fall on a Sunday, the following Monday shall be observed as a paid holiday.

5. When a holiday or holidays as set out in Clause 1 of this Article falls in any week, the work week shall be reduced by seven (7) hours or the number of hours proclaimed to be observed in respect of such a week and no employee shall suffer a reduction in take home pay. Employees working in excess of the reduced hours of work for that week shall be paid, in addition to their regular rate of pay for that week, one and one-half (1 1/2) times for all such hours worked.

6. Part-time employees shall be paid statutory holiday pay on the basis of their average daily wage for the ten (10) days they worked immediately preceding the statutory holiday.

ARTICLE 12 - Annual Vacations

1. Vacations with pay at regular rates or a percentage of employees' total earnings, whichever is the greater, shall be granted on the following basis:

(a) Three (3) weeks (3/52nds) after one (1) year's service and after each subsequent year of service up to two (2) years of service;

(b) Four (4) weeks (1/13th) after two (2) years' service and after each subsequent year of service up to five (5) years of service;

(c) Five weeks (5/52nds) after five (5) years' service and after each subsequent year of service up to eight (8) years of service;

(d) Six weeks (3/26ths) after eight (8) years' service and after each subsequent year of service up to eleven (11) years of service;

(e) Seven weeks (7/52nds) after eleven (11) years' service and after each subsequent year of service.

2. Employees who have less than one (1) year of service shall be granted an annual vacation based on the number of days earned at the rate of one and one-quarter (1 $\frac{1}{4}$) days for each completed month of service.

3. When a statutory holiday falls or is observed during an employee's vacation, an extra day's vacation, consecutive with the regular vacation, shall be granted.

4. The vacation year shall be from January to December. Employees shall be encouraged to take their holidays during the summer and the Christmas season; however, vacation leave may be granted at any time by mutual agreement among the employees.

5. All employees shall have time off with pay for the period December 24 to the first working day after New Year's Day. Payment for all employees shall be calculated on the basis of regular wages for each working day or paid holiday not worked during that period.

6. Vacation schedules will be prepared in advance by the employees. It is agreed that employees with the most seniority will have priority of vacation dates.

7. If an employee is ill or injured during a scheduled vacation, the employee may elect to go on sick leave, in which case the balance of the vacation will be rescheduled. The above will apply from and including the first day of illness or accident. It is the employee's responsibility to notify the Employer of such illness or injury as soon as is possible after its occurrence.

ARTICLE 13 - Seniority

1. Seniority for all employees is defined as the hours worked or paid in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

2. New employees shall be on probation for a period of twelve (12) weeks. If retained after the completion of the probationary period, their seniority shall be established from the date the employee first entered the service of the Employer and they shall be considered as permanent employees. The probationary period may be extended by an additional four (4) weeks by mutual consent between both parties to the Agreement.

3. The Employer shall prepare and maintain a seniority list annually to include name, address, job classification, date upon which an employee's service commenced, and total number of hours worked or paid.

4. Where two (2) or more employees have worked or been paid the same number of hours, preference shall be in accordance with the date the employee commenced work.

5. After being approved by the Union, the list shall be posted in a conspicuous place accessible to all employees. In case of dispute as to the accuracy of such lists, the Union shall have access to any necessary records maintained by the Employer that may be required to correct an employee's seniority status. Any errors will be corrected immediately and when so corrected, the agreed upon seniority shall be final.

6. Seniority shall be used in determining priority for promotion, transfer, demotion, employee benefits, permanent reduction in the work force, reduction in hours, layoff and recalls as set out in other provisions of this Agreement.

7. Seniority of any employee shall be considered broken and all rights forfeited only when:

(a) an employee is dismissed for just cause and is not reinstated;

(b) an employee voluntarily resigns in writing and does not withdraw the resignation within five (5) days.

ARTICLE 14 - Layoffs and Recalls

1. In the event of a permanent or serious financial crisis which might affect employment, the Union/Management Committee shall meet to review all available information and to assess all possible actions. The Union/Management committee will be empowered to recommend to the Employer and the Union measures which may include a reduction in hours, reduction in staff or any other measures it deems necessary to deal with the crisis.

2. Agreement of both Union membership and the Employer in question are required before any measures are implemented.

3. Before a vacancy is posted, the Employer and the Union shall consult as to whether financial circumstances will permit any laid off employee to be recalled. Recall shall be in order of seniority for work the employee has the ability to perform. Notice of recall will be forwarded by registered mail to the last known address of the employee with a copy sent to the Union. The employee concerned must notify the Employer and the Union within eight (8) days of mailing of such letter stating acceptance or refusal of the employment offered. If an employee fails to report within eight (8) days of mailing of such notice but does report within fifteen (15) days showing good cause for having failed to report within the eight (8) days, s/he shall, if the vacancy has been filled in the intervening time, be notified of the next vacancy.

4. The Employer shall give full-time and part-time employees written notice or pay in lieu of notice in case of layoff, reduced hours or discharge, except for just cause, as follows:

(a) After thirty (30) days' service and up to one (1) year's service - one (1) weeks' written notice or pay in lieu of notice.

(b) After one (1) year of service and up to three (3) years' service - two (2) weeks' written notice or pay in lieu of notice.

(c) After three (3) years' service and up to five (5) years' service - four (4) weeks' written notice or pay in lieu of notice.

(d) After five (5) years' service and up to ten (10) years' service - six (6) weeks' written notice or pay in lieu of notice.

(e) After ten (10) years' service - eight (8) weeks' written notice or pay in lieu of notice.

For the purposes of this Article, pay in lieu of notice shall be at regular rates, exclusive of overtime.

ARTICLE 15 - Promotions and Vacancies

1. Notice of vacancies and new positions within the scope of this Agreement shall be posted and employees shall be allowed five (5) working days from the date of posting in which to make written application for such vacancies or new positions. Employees who are going to be absent from their place of employment may, prior to their leaving, apply for specific job vacancies that might occur during their absence. Employees may also apply for vacancies or new positions during their absences.

2. Promotions and vacancies shall be filled on the basis of seniority, provided the senior applicant has the ability to perform the job.

3. Any employee transferred or promoted to a new position shall be allowed a reasonable familiarization period not exceeding eight (8) weeks. If such employee does not perform the duties satisfactorily within that time, or the employee within that time decides not to continue in the new position, the employee shall be reverted to the position held just prior to the transfer or promotion. If it appears to the Employer and the Union that such employee is incapable of performing the duties satisfactorily, s/he may be required to revert to his/her former position before the expiration of eight weeks.

4. An employee promoted to a position paying a higher rate of pay shall receive the wage rate applicable to the position, retroactive to the date s/he assumed the duties of the new position.

5. Whenever an employee's rate prior to promotion is within the range of the new classification, his/her rate shall not be reduced and after promotion, the employee shall be paid his/her regular increases until the top of the range is reached.

6. No outside advertisement for any vacancy or new position shall be placed until the applications of present Union members have been fully processed. Upon mutual agreement between the employer and the union a simultaneous posting may occur.

7. An unsuccessful internal applicant for any vacancy or new position shall be advised in writing of the reason his/her application has been rejected.

ARTICLE 16 - Labour Management Committee

Upon request of either party a labour management committee shall be struck. The Committee shall consist of two (2) representatives from each party.

ARTICLE 17 - Employee Benefits

Section 1 - Sick Leave

Sick leave shall be earned at a rate of one and one-quarter (1 1/4) days for every month an employee is employed (pro-rated for part-time and casual). The unused portion of an employee's sick leave shall accrue for his/her future benefits to a maximum of twenty (20) working days. Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

Section 2 - Compassionate and Special Leave

A leave of absence shall be granted for the purpose of making arrangements for the care of someone who is ill, for the care of children or bereavement. An employee may choose:

1. a paid leave of up to ten (10) working days per year, or

2. a compassionate leave through Employment Insurance which provides six (6) weeks of Employment Insurance benefits following a two (2) week waiting period.

Time off for medical and dental appointments for employees shall be permitted but where any such absence exceeds two (2) hours, the full-time absence shall be charged to sick leave credits. Time off for dependant children shall be charged to compassionate leave. This shall include compassionate care for pets.

Section 3 - Health Benefits Plan

The employer agrees to provide comprehensive Personal Health Plan through Blue Cross (\$49.40/mo/employee), which includes dental coverage as well as coverage for prescription drugs, ambulance, hospital, medical equipment, registered therapists and health practitioners, orthopedic shoes and supplies, eye care, in-Canada travel, death and dismemberment, other services carried by the plan.

The employer agrees to provide a health wellness program which pays up to \$300/year for physical and mental health needs (gym membership, winter clothing, etc.).

Section 4 - Parental Leave (Maternity, Paternity and Adoptive).

Maternity, paternity and adoptive leave shall be a right of all employees with no prerequisites of length of time in employment or seniority. Part-time employees are eligible for parental leave on a pro-rated basis.

It is agreed those employees who qualify for parental leave shall receive for the first twenty (20) consecutive weeks of such leave, 100 percent salary which shall consist of the difference between Employment Insurance Benefits and the employee's current rate of pay. For part-time employees, the payment shall be made on a pro-rated basis. The twenty week period is to be decided by the worker. If the leave is to commence before the birth of the child, two (2) weeks written notice shall be given before leaving.

An employee has the right to access their sick leave prior to the birth of a child as per Article 17.1.

In addition to the above, an employee who is eligible for parental leave may receive an additional six months leave of absence without pay where it is mutually agreed upon by the Employer and staff.

There shall be no loss of seniority, staff benefits, salary increments or job security of a worker while on maternity, paternity and adoptive leave. The employee shall not lose sick leave and/or vacation entitlements for the paid period of maternity, paternity and adoptive leave.

Section 5 - Accident Compensation

When an employee is injured or contracts any industrial disease in the performance of his/her duties, the Employer agrees to pay such employee the difference between the Workers' Compensation Board payments and the employee's regular rate of pay.

ARTICLE 18 - Benefits for Casual and Part-Time Employees

All part-time employees will enjoy the same benefits as full-time employees. These benefits will be paid on a pro-rated basis. Casual employees will be paid out in lieu of receiving vacation and sick leave benefits. Such payment will be made after a casual employee has accumulated benefits equal to one day's pay. Casual employees are not eligible for parental and compassionate leaves.

All casual and part-time employees shall be guaranteed a minimum of three hours' work each time they are called in. Casual employees shall be selected from an approved list on the basis of seniority. The list shall be drawn up by the Employer.

ARTICLE 19 - Protection Against Harassment and Violence

1. The parties recognize an employee's right to a working environment which is free from harassment on the grounds of race, sex, sexual orientation, national or ethnic origin, colour, religion, age, marital status, family status, disability and conviction for an offence for which a pardon has been granted. They recognize that this constitutes a common objective and that all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise this right. The employer has the primary responsibility for ensuring that a harassment-free environment prevails and to take appropriate measures to ensure this result. The Union must equally assume all its responsibilities in achieving this result.

2. Racial harassment is any action, whether verbal or physical, that expresses or promotes racial hatred such as racial slurs, written or verbal actions, jokes or unwanted comments or acts.

3. Sexual harassment is defined as behavior related to sexuality that may be verbal, physical, deliberate, unsolicited, or unwelcome; it may be one incident or a series of incidents. While the following is not an exhaustive list, sexual harassment may include: verbal abuse such as unwelcome jokes, innuendoes, or taunting about an employee's clothing; sexual activities such as displaying pornographic material, making unwelcome invitations or requests whether indirect or explicit, to engage in behavior of a sexual nature; leering or other gestures associated with sexuality; unnecessary physical contact such as touching, patting, pinching, punching or physical assault.

4. Homophobia is a fear of homosexuality/bisexuality and/or a dislike of certain people based solely on their sexual orientation. Like sexual and racial harassment, it includes jokes, innuendos, unwelcome remarks and taunting about a person's body, attire and mannerisms.

5. Harassment of people with disabilities is any offensive action, whether verbal or physical, which includes patronizing, jokes, innuendos, teasing, unwelcome remarks and taunting about a person's disability, body, attire and mannerisms.

6. The parties are committed to a policy that ensures that employees have a workplace free from violence and bullying. The employer will not tolerate any form of violence or bullying in the employee's working environment and will take immediate action to investigate and resolve all reported incidents.

7. When there is a complaint lodged about harassment or violence, an investigation will be launched immediately. The investigation will be conducted by the Union/Management Committee as defined in Article 16. The investigation shall be kept strictly confidential. The employee who believes that he/she has been subjected to harassment or violence related to discrimination may at any time file a complaint with the Saskatchewan Human Rights Commission in accordance with the Human Rights Act. The fact that an employee did not use this course of action shall not in any way be raised against this employee. Similarly, the filing of a complaint with the Commission shall not deprive the employee of any right under the collective agreement, including the grievance/arbitration process. No reprisal shall

be exercised against an employee because s/he files a complaint in accordance with the above-mentioned process except where a false charge has been made with malicious intent. Employees shall at all times have the right to union representation.

8. If an employee is found guilty of harassment or violence, s/he will be disciplined in a manner determined by the Union/Management Committee. If a client, supplier, volunteer or Board member is found guilty of sexual harassment, the Employer will seek whatever redress is deemed appropriate by the complainant or his/her representative, including severance of all working relations with the guilty party, if necessary.

ARTICLE 20 - Grievances

1. Any dispute within the workplace will be taken up with the employer with a view of working towards dispute resolution.

2. If the issue is unresolved, in the opinion of the Union, then the dispute will be taken up through the grievance procedure as set out in this Agreement.

3. Any employee(s) or the Union may process a grievance which shall be dealt with as follows:

a) Any employee(s) who feels that s/he (they) has been unfairly treated must take up the complaint with the Shop Steward or Union representative designated by the Union within thirty (30) days of the event giving rise to such complaint and together they shall discuss the complaint with the chair of the personnel committee, who must render a decision in writing within three (3) working days or any longer period which may be mutually agreed upon.

b) If a satisfactory settlement cannot be reached under Clause 2 (a), then the complaint becomes a grievance and must be submitted in writing within seven (7) working days to the Employer, who must render a decision in writing within seven (7) working days or any longer period which may be mutually agreed upon.

c) If a satisfactory settlement cannot be reached under Clause 2 (b), the Union may refer the matter to Arbitration as established by Article 21.

2. After a grievance has been initiated by any employee(s), the Employer shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee(s), without the consent of the Union and without the Shop Steward or Union Representative being present. Violation of this section shall result in the grievance being upheld.

3. The griever(s) shall have the right to be present at each step of the grievance procedure.

4. All negotiations, either of grievances or Agreements, shall be dealt with during working hours and no employee or employee representative of the Union will suffer loss of pay by reason of time spent negotiating grievances or on discussion of grievances with the Employer.

5. A failure to grieve or withdrawal of a grievance by the Union or its members shall give rise to no adverse inferences, and shall not be considered to be an admission regarding the merit or lack of merit of the grievance, nor shall it be referred to in any subsequent proceedings. Furthermore, the settlement of any grievance shall be without prejudice, and shall not be used in any subsequent proceedings, unless the parties expressly provide otherwise, and only to the extent they so provide.

ARTICLE 21 - Arbitration

1. Any dispute or grievance presented under Article 20 of this Agreement that cannot be settled by representatives of the Employer and the Union may be submitted to an Arbitrator.

2. The Arbitrator shall be any person who is mutually agreed upon by the parties. In the event that the parties are unable to reach agreement on appointment of an Arbitrator, an independent arbitrator shall be appointed by the President of the Saskatchewan Federation of Labour.

3. No person shall act as Arbitrator if s/he is involved directly in the labour controversy under local consideration.

4. Grievances taken before the Arbitrator shall be submitted in writing and shall specify clearly the nature of the grievance.

5. When the Arbitrator has been selected in accordance with this Article, s/he shall meet and hear the evidence of both sides and render a decision as quickly as reasonably possible after s/he has completed the hearings and investigations.

6. The Arbitrator, in reaching his/her decision, shall be governed by the provisions of this Agreement. The decision shall be final and binding upon all parties concerned.

(a) It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The Arbitrator may, however, interpret the provisions of this Agreement.

(b) The Arbitrator shall have the authority to uphold, change, modify or alter the penalty in suspension or dismissal cases.

8. It is agreed that the expenses of the Arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 22 - Leave of Absence

The Employer agrees to grant necessary time off without pay and without discrimination to not more than one (1) employee designated by the Union for a maximum of six (6) months or longer period as may be mutually agreeable, to serve in any capacity on official Union business or political activity, provided that an acceptable relief person is found for the job involved.

If an employee is elected or appointed as an official delegate to attend Conventions or business meetings in connection with the affairs of the Union, s/he shall, upon giving the Employer at least seven (7) calendar days notice be granted such leave of absence without pay but with maintenance of seniority and benefits as may be necessary to enable him/her to attend such meetings or Convention.

Upon completion of one (1) year's service, an employee shall be entitled to one (1) year's leave of absence without pay, but with maintenance of seniority rights, for the purpose of education upgrading or training.

ARTICLE 23 - Maintenance of Rights

Any rights, privileges or benefits enjoyed by the employee which are not specifically mentioned in this Agreement shall be continued and no changes in such rights, privileges, or benefits shall be instituted until they have been the subject of negotiations and agreement between the Employer and the Union.

ARTICLE 24 - Justice and Dignity

In order to ensure justice and fairness in the handling of disciplinary situations, the Employer agrees that the concept of "innocent until proven guilty" shall apply in all instances of discipline. The employee(s) shall not have any penalty imposed until the matter has been resolved via the grievance and arbitration procedure; that is, the employee shall be afforded the opportunity of his/her "day in court". It is agreed that in instances where there may be a threat(s) to anyone's physical well-being or to the Employer's property, the employee may be asked not to report to work by agreement between the Employer and the Union.

ARTICLE 25 - Duty to Accommodate

The employer and the union acknowledge the duty to accommodate any current or new employees who self declare as a person with a disability. The employer, the employee and the union agree to meet to discuss potential accommodations.

ARTICLE 26 -- Technological Change

Both the Employer and the Union recognize technological change may enhance the quality of an employee's work. However, all technological changes or new methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads shall be negotiated and agreed upon by representatives of the Union and the Employer.

ARTICLE 27 - Duration of Agreement

This Agreement shall be effective from **April 1, 2014** and shall remain in force until **March 31, 2017** and thereafter from year to year but either party may, not less than not less than sixty (60) days and not more than one hundred and twenty (120) days before the expiry date of the said Agreement, give notice in writing to the other party to negotiate a revision of the Agreement.

Article 28 – Wage Re-opener

Notwithstanding the provisions of Article 27, Duration of Agreement, this Agreement may be opened for the negotiation of the Schedule of Wages as contained in Schedule "A" only, effective April 1, 2015 and April 1, 2016. It is understood and agreed that in such event, all other provisions of this Agreement shall remain in full force and effect.

Further, and also notwithstanding the provisions of Article 27, Duration of Agreement, this Agreement may be opened for the negotiation of the Employer's payment for a Health Benefits Plan as contained in Article 17, Section 3, effective as required by the carrier's premium increases.

Signed this 24th day of November, 2014

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE
EMPLOYER:

"Andrew Loewen"

"Andrew Stevens"

"Rhiannon Ward"

"Aina Kagis"

APPENDIX "A"

1. Job classifications and minimum monthly wage rates for full-time employees:

Effective April 1, 2013

Classification	Wage Rates
Editor/Publisher	\$17.80

Effective April 1, 2014

Classification	Wage Rates
Editor/Publisher	\$18.80

2. Job classifications and minimum monthly wage rates for part-time employees:

As agreed between the parties.

3. The amount of \$200.00 per month per Editor/Publisher shall be paid into an RRSP, unless the employee opts to take the same amount minus Briarpatch's EI and CPP contributions as part of gross pay.

4. Retroactive pay shall be paid in full or deposited to an RRSP, at the employee's preference.