

COLLECTIVE BARGAINING AGREEMENT

**BETWEEN: SASKATCHEWAN JOINT BOARD,
RETAIL, WHOLESALE AND
DEPARTMENT STORE UNION**



AND: SASKATCHEWAN CENTRE OF THE ARTS



Expiry Date: January 26, 2024

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This Agreement entered into this 16th day of November, 2023.

BETWEEN: The Saskatchewan Centre of the Arts,
hereinafter referred to as the “Employer”

OF THE FIRST PART

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union,
hereinafter referred to as the “Union”

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01 The parties 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 any other working conditions affecting the employees covered by this Agreement.
- 1.02 It is a further purpose to promote harmonious relations and to provide for a method of settling disputes and grievances of employees covered by this Agreement.

ARTICLE 2 - SCOPE

- 2.01 This Agreement shall cover all employees of The Saskatchewan Centre of the Arts in or in connection with its places of business in the Province of Saskatchewan, except for the following: **CEO, Director of Sales & Marketing, Marketing Manager, Director of Finance & Administration, Executive Chef, Executive Sous Chef, Director of Client Services, Theatre Services Manager, Director of Event Services, Theatre Services Assistant, Two (2) Client Services Coordinators, Food & Beverage Manager, Executive/Admin Coordinator, Accounting Supervisor, Accounting/Payroll Clerk,** and Classifications covered by the Labour Relations Board Certification Order dated September 16, 1992 (File No. 126-92).

ARTICLE 3 - RECOGNITION

- 3.01 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 on all matters relating to rates of pay, hours of work, working conditions, and any other terms, rights and conditions of employment.
- 3.02 (a) All work within the bargaining unit shall be performed only by bargaining unit employees and no one from outside the scope of the Union shall perform any bargaining unit work except in case of an emergency or unforeseen circumstances.

- (b) Without limiting the generality of the foregoing, it is recognized in the past that the Employer has contracted work that requires special equipment, skills or products and allows some clients to use volunteers for charitable reasons. **Use of volunteers is conditional on the Union and the Employer agreeing on where and how many volunteers will be used. The use of volunteers or temporary workers shall not encroach on bargaining unit work when Union employees are available.**
 - (c) **Without limiting the generality of the foregoing, it is recognized in the event of a Union Employee shortage subsequent to exhausting all Union availability, conditional on the Union and the Employer agreeing on where and how many, the Employer may contract volunteers and/or temporary workers through a third-party agency.**
- 3.03 All the functions, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 3.04 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this Agreement.

ARTICLE 4 – CLARIFICATION OF TERMS

The use in this Agreement of :

- (a) the words "this Agreement" shall mean this collective bargaining Agreement;
- (b) the word "employee" or "employees" shall mean any person or persons covered by this Agreement;
- (c) the words "**they**", "**their**" or "**them**" shall mean any employee;
- (d) the word "department" shall mean any one of the following: Security, Parking, Box Office, Bar, Operations, Catering, Kitchen and Front of House;
- (e) full time - an employee who regularly works 2080 hours per year;
- (f) probationary period - new employees shall be on probation for a period of 240 hours worked except for Operations Supervisor, Sous Chef, Box Office Senior Lead, Catering Lead/Duty Manager and Box Office Assistant Supervisor which shall be the equivalent of 800 hours worked. For the first 100 hours worked an employee shall not be entitled to seniority for the purpose of entitlement to hours. After the completion of 100 hours worked new employees shall be placed on the applicable seniority lists and their seniority shall be backdated to their date of hire.
- (g) benefits - payments made on entitlements available in accord with the Collective Agreement.

ARTICLE 5 – UNION SECURITY

- 5.01 Every employee who is now or hereafter becomes a member of the Union shall maintain **their** membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application to the Union within ten (10) days of the date of employment and shall become a member of the Union within thirty (30) days of the date of employment.
- 5.02 The Employer agrees to provide all newly hired employees with a Union membership form at the time of hiring. Such forms shall be provided to the Employer by the Union. Completed Union membership forms shall be submitted by the Employer with each monthly remittance.
- 5.03 During a new employee's orientation the Employer shall:
- (a) have the new employee sign a union membership card; and
 - (b) advise the new employee who **their** union stewards are; and
 - (c) **provide the new employee with a copy of** this Collective Agreement.

ARTICLE 6 – DUES CHECK-OFF

- 6.01 The Employer agrees to deduct out of the wages due to each employee the dues, assessments and initiation fees uniformly levied on all employees. Deductions made in each month shall be forwarded to the person designated by the Union before the fifteenth day of the month following the month in which the deductions were made. Remittances are to be supported by information with respect to each individual employee, including the period covered by the remittance for that employee.
- 6.02 The Employer shall furnish the Union, along with each remittance, a written list of:
- (a) Name, address, classification and wage of all employees from whom deductions have been made;
 - (b) Names, addresses, classification and effective date of all employees who have been terminated or hired.
- 6.03 Union dues deductions, deducted from the company payroll during the calendar year shall be included on the T-4 income tax slips that are provided by the Employer.

ARTICLE 7 - SENIORITY

- 7.01 Seniority shall be based on an employee's date of hire with the Employer for all purposes under this Agreement unless otherwise specified. The Employer shall prepare a seniority list showing each employee's date of hire. Additions to the list shall be made on a monthly basis and shall be completely revised every six (6) months. After being verified by the

Union, the list shall be posted in a conspicuous place in each department, accessible to all employees. A copy of the list will be provided to the Centre's Union Stewards **and emailed to the Union Representative.**

- 7.02 Seniority within each department for the purpose of scheduling, entitlement to overtime, forced overtime, first level of promotions, and department layoffs, shall be based on an employee's accumulated hours within the department, except for employees who as of June 30, 2007 have three thousand (3,000) hours or more. Those employees shall maintain their date of hire and position on the list provided they work at least four hundred (400) hours each year. Departmental accumulated hour's lists shall be produced every six (6) months on January 1st and July 1st and will take effect on February 1st and August 1st. Where employees are listed with the same accumulated hours the employee with the earliest date of hire shall be the senior employee.
- 7.03 Employees may elect to be on more than one departmental list. Work performed as a result of being listed in the department shall be credited to that departmental list. Where an employee is assigned temporarily to work in another department, and is not listed in that department, hours accumulated will be added to the employee's home department list.
- 7.04 An employee's home department is defined as the first department that an employee worked in on initial hire or if an employee was promoted to a new classification in a different department as a result of a posting through Article 12 then the new department will be their home department.
- 7.05 Seniority shall be maintained and continue to accrue unless an employee:
- (a) voluntarily leaves the service of the Employer;
 - (b) is discharged for just cause and is not reinstated;
 - (c) fails to report for two (2) regularly scheduled shifts within a six (6) month period without notifying the Employer, unless the employee has good and sufficient cause for failing to report for duty;
 - (i) regular scheduled shifts is understood to include scheduled shifts, approved transfer shifts and mutually agreed upon call-ins.

ARTICLE 8 – HOURS OF WORK

- 8.01 Employees shall be entitled to the most available hours on a daily basis based on their seniority **and qualifications within their department.** Whenever possible the Employer shall schedule hours in a manner that allows the senior employees to be able to maximize their hours without the payment of overtime.
- 8.02 A schedule of hours shall be posted with as much notice as possible but at least one week prior to the schedule taking effect. The provisions for the scheduling of hours shall be contained in Letter of Understanding #1 and shall form part of the Collective Agreement.

- 8.03 Employees who are scheduled to work less than three (3) hours or called into work not consecutive with their scheduled hours of work shall receive three (3) hours pay at their regular hourly rate.
- 8.04 Employees required to work a split shift shall receive at least the minimum call-in provided under Article 8.03 on both sides of the split.
- 8.05 Employees shall receive as much notice as reasonably possible of any change or cancellation of any shift. If the Employer gives less than twenty-four (24) hours notice of a change or cancellation of a shift, the Employer shall pay each affected employee the minimum call-in in lieu of notice. **This shall not apply in emergent or unforeseen circumstances beyond the control of the Employer.**

ARTICLE 9 – MEAL BREAKS AND REST PERIODS

- 9.01 Employees shall be entitled one (1) fifteen (15) minute paid rest period within every four (4) hours of work.
- 9.02 Employees who work five (5) hours or more, **with the exception of the bartending department**, shall be entitled to an unpaid thirty (30) minute meal break within the first five (5) hours of work.
- 9.03 When overtime of more than one-half (1/2) hour is assigned to be worked consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period within every two (2) hour period thereafter.
- 9.04 Employees required to be on call during their meal breaks shall be paid at their regular rate.

ARTICLE 10 – OVERTIME RATES OF PAY

- 10.01 All overtime shall be voluntary and only worked after authorization by the Employer. In an emergent or unforeseen circumstance where not enough employees volunteer to work overtime, the Employer may assign overtime in reverse order of seniority, giving full regard to individual circumstances that would prevent an employee from voluntarily working the overtime.
- 10.02 Employees shall be scheduled overtime in order of seniority amongst the employees on duty within the classification when overtime is requested.
- 10.03 Overtime shall be payable at the rate of time and one-half after eight (8) hours in a day or forty (40) hours in a week.
- 10.04 Full time employees shall have the choice of either banking all overtime or having overtime paid on the applicable regular pay cheque and that agreed arrangement shall only be altered by written request of the employee on March 1 and September 1 of each year.

Banked overtime shall be calculated as per Article 10.03 and can be taken as earned time off (ETO) at time(s) mutually agreed upon by the employee and the Employer.

All banked overtime can be paid out on March 1 and September 1 of each year with two weeks written notice from the employee.

ARTICLE 11 – WAGE RATES AND JOB CLASSIFICATIONS

- 11.01 Job classifications and minimum hourly wage rates for all employees covered by this Agreement shall be set out in Appendix "A" attached hereto which shall form a part of this Agreement. All job classifications have been evaluated by a Joint Job Evaluation System between the Conexus Arts Centre and RWDSU and their classifications have been reflected accordingly in Appendix "A".
- 11.02 The Employer shall not introduce new methods of paying employees without prior negotiations and agreement with the Union.
- 11.03 Except where caused by a reduction in the work force, an employee who may be required to temporarily fill a position covered by this Agreement paying a lower wage rate shall not have **their** wage rate reduced to the wage rate for the classification **they are** temporarily filling.
- 11.04 An employee temporarily filling a position for a period in excess of two (2) hours which pays a higher rate of pay shall be paid the rate applicable to the position.
- 11.05 The Employer has the right to establish new classifications or positions during the term of this Agreement. The terms and conditions of these new classifications or positions shall be subject to the Classification Procedure outlined in APPENDIX "C" - JIQ Maintenance Procedure attached hereto.
- 11.06 The most senior employee shall be offered the designation of Lead Hand provided the employee possesses sufficient ability to perform the required duties.
- 11.07 Employees required to work between 1:00 a.m. and 6:00 a.m. shall receive **in addition to their regular rate of pay, one dollar** per hour (\$1.00/hour) for all hours worked within that time period.

ARTICLE 12 – PROMOTIONS AND VACANCIES

- 12.01 All vacancies, regardless of duration, new jobs or positions shall be filled if ability is sufficient to perform the job, on a seniority basis from within the department first, then bargaining-unit wide.
- 12.02 All vacancies, new jobs or positions of a duration in excess of thirty (30) days shall be posted on bulletin boards and a copy sent to the Union. Employees shall be allowed ten (10) calendar days in which to make application for such vacancies, new jobs or positions.

- 12.03 An employee promoted to a new job, position or vacancy shall serve a qualifying period as follows:

80 hours for Lead positions within their own department
 80 hours for Cooks, Box Office, Servers, Bartender, Operations and Security
 40 hours for Dishwasher, Parking and Front of House
 240 hours for Operations Supervisor, Sous Chef, Box Office Senior Lead, Box Office Assistant Supervisor and Catering Lead/Duty Manager

Upon completion of the qualifying period, the employee shall retain the new job, vacancy or position. If, however, within the qualifying period it is agreed between the Employer and the Union that the employee is not capable of performing the duties of the new job, vacancy or position, **the employee** may be required to revert back to **their** former position without loss of any rights, benefits or privileges.

- 12.04 An employee promoted to a vacancy, new job or position paying a higher rate of pay shall receive the wage rate applicable to the new job or position. Employees who are promoted into a position with step increments shall be paid the first rate higher than the rate they were being paid prior to the promotion and shall move to the next step in accordance with the normal step progression. **Where an employee has achieved “Long Service” in their former position, they shall move to the long service increment after completing 240 hours in their new classification.**
- 12.05 Employees who are going to be absent from their place of employment may, prior to their leaving or during their leave, apply for specific vacancies, new jobs or positions that might or do occur during their absence.

ARTICLE 13 - LAYOFFS

- 13.01 When reducing the work force or recalling employees, the same shall be done on the basis of seniority from within the department. Where the senior employee possesses sufficient ability to perform the work, the senior employee shall be entitled to the job. Where the Employer closes a department, employees affected shall be entitled to exercise their seniority bargaining-unit wide provided they have sufficient ability.
- 13.02 When the Employer recalls an employee who has been laid off, it shall attempt to notify the employee by phone. If contact cannot be made by telephone, the Employer shall notify the employee by registered letter addressed to that employee's last known address. Nothing in this Article shall preclude the Employer from filling a vacancy temporarily while waiting for a response to a registered letter. If an employee does not respond within two (2) weeks, the Employer shall automatically move to the next senior employee.
- 13.03 Where an employee has been in the continuous service of the Employer for at least three (3) consecutive months, the Employer shall not lay off the employee without giving the employee at least the following notice or pay in lieu thereof:

- (a) One (1) week's written notice where **their** period of employment is more than three (3) months but less than one year;
- (b) Two (2) weeks written notice where **their** period of employment is one (1) year or more but less than three (3) years;
- (c) Four (4) weeks written notice where **their** period of employment is three (3) years or more but less than five (5) years;
- (d) Six (6) weeks written notice where **their** period of employment is five (5) years or more but less than ten (10) years;
- (e) Eight (8) weeks written notice where **their** period of employment is ten (10) years plus one (1) additional week for every year thereafter.

ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE

14.01 The parties to this Agreement recognize the desirability for the prompt resolution of complaints through the grievance process.

14.02 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement shall be considered a grievance and shall be dealt with as follows:

- Step 1 An employee who has a grievance shall take **their** grievance up with **their** immediate out-of-scope supervisor within thirty (30) days of first becoming aware of the incident. A Shop Steward must be present if the employee so wishes. The supervisor shall render a decision within three (3) working days.
- Step 2 If a satisfactory settlement is not reached in (a) above, then the Union will submit the grievance and its contention, on the issue, including the remedy sought, to the **CEO and Director of Finance & Administration**, who will render a decision within ten (10) working days.
- Step 3 Failing resolution in Step 1 or 2 above, the Union or the Employer may advance the grievance to Grievance Mediation provided by the Government of Saskatchewan within seven (7) days of a decision from the Executive Director (Step 2), excluding Saturday, Sunday and paid holidays. Both parties to this Agreement agree to meet with the assigned Conciliation officer to resolve the grievance.

14.03 (a) If a satisfactory settlement is not reached in Step 2 above, then the matter shall be submitted to Arbitration within sixty (60) working days. The Union will appoint a member for the Board within seven (7) days and shall notify the other party in writing of its appointment. The Employer shall within seven (7) days thereafter appoint a member for the Board and notify the Union of its appointment.

- (b) The two nominees to the Board shall appoint a third person to act as chairperson. If the nominees cannot agree on a chairperson then they shall ask the Minister of Labour to appoint a chairperson.
 - (c) When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides as soon as practicable and render a decision within thirty (30) days after it has completed its hearing.
- 14.04 Notwithstanding the above, if an authorized representative of the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union claims a violation of this Agreement, **the representative** may invoke the grievance procedure at Step 2 as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.
- 14.05 A representative of the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union may at any time be present at any stage of the grievance procedure or at any meeting or discussion of complaints, disputes or collective bargaining negotiations.
- 14.06 It is agreed by the parties that Management may file a grievance by submitting in writing to the Union Representative the issue in contention and the remedy sought. If a satisfactory response is not received within ten (10) working days, they may then proceed to Arbitration as in Article 14.03.
- 14.07 If a response is not received on time or a meeting is not convened on time at any stage of the grievance procedure, the Union or Management may proceed to the next step of the grievance procedure.
- 14.08 The Arbitration Board shall have the power to receive and accept evidence and information, on oath, affidavit or otherwise, as in its discretion it considers proper.
- 14.09 The Board of Arbitration in reaching its decision shall be governed by the provisions of this Agreement and shall not have the authority to change, alter, modify, amend or delete any of its provisions. A decision of a majority of the Board shall be taken to be the decision of the Board and shall be final and binding on all parties concerned.
- 14.10 A Shop Steward or Union Representative must be present when any discipline, **including dismissal**, is administered to any employee or when any document is placed in an employee's file. Any disciplinary document placed in an employee's file shall be copied and forwarded to the Union. Employees shall have access to their file upon request.
- 14.11 Each party shall pay the fees and expenses of its nominee to a Board of Arbitration. Each party shall pay one-half (50%) of the fees and expenses of the Chairperson of the Board of Arbitration.
- 14.12 Nothing herein shall prohibit the parties from agreeing to a single Arbitrator. If so, then the Articles pertaining to an Arbitration Board shall apply to the sole Arbitrator.

- 14.13 No written warnings shall be used against employees for disciplinary purposes after a period of one (1) year has elapsed from date of issue, provided an employee does not have discipline of the same or similar nature within the year.
- 14.56 The Employer must give one (1) day's notice prior to any written discipline being administered to any employee.
- 14.15 Should an employee inadvertently, or otherwise, be penalized, laid off, dismissed, recalled, promoted, demoted or transferred out of **their** job classification and it is later established that such penalty, layoff, dismissal, recall or failure to recall, promotion, demotion or transfer was unfair and/or not in accordance with the provisions of this Agreement, **they** shall immediately be returned to **their** former status in all respects and shall be compensated for all wages and benefits lost by reasons of such penalty, layoff, recall, or failure to recall, promotion, demotion, dismissal or transfer.
- 14.16 All negotiations of grievances shall be dealt with during working hours, and no employee or employee's representative of the Union will suffer loss of pay by reason of time spent in discussion of grievances with the Employer.

ARTICLE 15 – PAID STATUTORY HOLIDAYS

- 15.01 The following days shall be considered paid holidays with no deduction in pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 15.02 In addition to those days set forth in Article 15.01, any other day proclaimed by federal or provincial governments shall be deemed to be a paid holiday for the purpose of this Agreement. Should a statutory holiday fall on a regularly scheduled day off, employees shall be entitled to another working day in lieu of the statutory holiday.
- 15.03 Should an employee perform work on any of the statutory holidays in 15.01 or 15.02, **they** shall receive in addition to **their** holiday pay, one and one-half (1 1/2) times **their** regular rate for all hours worked on the day.
- 15.04 In each pay period, the Employer will pay each part-time employee an amount equal to 4.61% of **their** salary for that period.

ARTICLE 16 – ANNUAL VACATIONS

- 16.01 Employees shall be entitled to annual vacation as follows:
- a) less than ten (10) years of service, 3/52 of gross earnings and three (3) weeks vacation;
 - b) ten (10) years or less than fifteen (15) years of service, 4/52 of gross earnings and four (4) weeks vacation;

- c) fifteen (15) years or more service, 5/52 of gross earnings and five (5) weeks vacation.
- 16.02 Employees who work less than 650 hours per year shall be paid vacation pay on each cheque, according to years of service in 16.01 a), b) or c).
- 16.03 Employees who work a minimum of 650 hours per year but less than full time shall be entitled to accrue vacation pay or be paid on each cheque at the employee's discretion. Where an employee elects to take vacation pay on each cheque or take a lump sum payment of vacation pay, they shall be credited with the appropriate number of hours seniority.
- 16.04 Full-time employees shall accrue vacation pay and **full-time employees shall** schedule their vacation leave, **pending manager approval**, as per Article 16.01.
- 16.05 Employees other than full-time shall be entitled to take out vacation pay without taking vacation time.
- 16.06 If an employee becomes ill during a period of annual vacation leave and such illness requires hospitalization, the employee shall be granted sick leave for the period of hospitalization (if the employee's sick leave is sufficient to allow same) and **their** annual vacation leave credits shall be restored to the extent of any corresponding sick leave granted subject to medical certification being provided immediately upon the employee's return to work.
- 16.07 When a holiday as outlined in Article 15 occurs during an employee's vacation period, the Employer shall grant an extra day consecutive with the employee's regular vacation.
- 16.08 All employees will indicate in writing by June 1st, where possible, of each year the period of time in which they wish to take vacation leave. All such requests are subject to the review and approval of the Executive Director or designate. The Executive Director or designate shall, upon receipt of vacation leave requests, indicate in writing such approval or disapproval within fourteen (14) days. Where there is a conflict between two or more employees, seniority shall be the deciding factor.

ARTICLE 17 – LEAVE OF ABSENCE

- 17.01 (a) 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 one (1) year, or longer if mutually agreed, to serve in any capacity on official Union business provided that notification is given the Employer in sufficient time to secure a relief person for the job involved.
- (b) 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, **they** shall, upon giving

the Company at least fourteen (14) days notice, be granted such leave of absence without pay as may be necessary to enable **the employee** to attend such meetings or conventions. Such leave shall be granted to a maximum of five (5) employees for up to five (5) days on any one occasion.

to enable him/her to attend such meetings or conventions. Such leave shall be granted to a maximum of five (5) employees for up to five (5) days on any one occasion.

17.02 **Maternity, Parental and Adoption Leaves shall be granted in accordance with the Saskatchewan Employment Act.**

17.03 Upon completion of one (1) year of employment, an employee shall be eligible for one year's leave of absence without pay for the purpose of education upgrading or training.

17.04 The Employer shall grant three (3) days with pay following the date of the death of a member of an employee's immediate family to any employee who has completed two hundred and forty (240) hours of service and who is scheduled **or could have been scheduled** to work **in accordance with Article 8.01.**

Any employee who, after two hundred forty (240) hours of service with the Employer, experiences the death of a member of **their** immediate family, may take a leave of up to five (5) working days without pay and without dismissal or discipline. This leave must be taken within the period commencing one (1) week before and ending one (1) week after the funeral relating to the death in respect of which the leave is granted.

Immediate family means spouse (including common-law and same sex partners), parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or grandchildren (all including step family equivalents).

17.05 Special leave of absence without pay shall be granted to employees upon giving sufficient reason and/or notice for such leave.

ARTICLE 18 – JURY AND WITNESS PAY

18.01 Employees summoned to jury duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury or witness services and the amount they would have earned had they been scheduled on such days.

ARTICLE 19 – UNION REPRESENTATIVE VISITS

19.01 An authorized representative or executive officer of the Union shall be permitted to attend on the Employer's premises at any time for purposes of dealing with Union matters. However, should it be necessary to disrupt an employee or employees temporarily when dealing with Union matters, the Union agrees to receive approval from the Employer prior to the disruption taking place.

ARTICLE 20 – NOTICE BOARDS

20.01 The Employer will install notice boards in suitable locations accessible to the employees for the purpose of posting notices of interest to the employees. **These locations shall include Lunchroom, Backstage Entrance, Dish Room Hallway, F&B Convention Hall and the Legislative Cafeteria.** These notice boards will be for the official use of the Union and the Employer.

ARTICLE 21 – SAFETY AND HEALTH

It is understood that all employees covered by this Collective Agreement are also covered by the provincial Occupational Health and Safety Act and Regulations and the Workplace Hazardous Material Information System (WHMIS).

21.01 The Employer shall provide for the safety and health of its employees.

21.02 The Employer shall provide a suitable number of first aid kits properly supplied throughout the workplace.

21.03 The parties agree to set up a joint occupational health and safety committee in compliance with the Occupational Health and Safety Act. Recommendations of the committee shall be referred to the Employer for action.

21.05 The employee co-chairperson shall be made aware of all reports of injury, accident or possible hazards and shall be allowed time to investigate such matters during regular working hours.

21.06 All employees shall have the right to refuse to do work that they believe could be hazardous to their health and the Employer shall not discriminate against such employee in any way.

21.07 The Employer shall provide all special safety equipment and clothing required for employees to carry out their duties including but not limited to hard hats, eye and ear protection, and filtered and/or ventilated masks where required as provided by the Occupational Health and Safety Branch of the Department of Labour. The Employer will provide a footwear allowance of up to \$150.00 every 2080 hours to employees in the Operations Department with appropriate receipt for purchase of CSA approved steel toed shoes/boots.

21.08 The Employer shall replace an employee's clothing that is destroyed during the normal performance of **their** duties. This is providing that the clothing is appropriate for the workplace and does not include clothing that is destroyed as a result of normal wear and tear over a period of time.

ARTICLE 22 – DISCRIMINATION AND HARASSMENT

It is understood that all employees covered by this Collective Agreement are also covered by the Saskatchewan Human Rights Code and the provincial Occupational Health and Safety Act and Regulations.

- 22.01 The Employer shall not discriminate against any employee by reason of **their** race, creed, religion, colour, sex, family status, age, sexual orientation, physical disability, physical appearance, nationality, ancestry, place of origin, political beliefs or Union activity.
- 22.02 The Employer recognizes their obligation to provide a workplace free of harassment and agrees to work along with the Union in promoting and educating employees and the patrons of the Employer.
- 22.03 The Union and the Employer do not condone sexual harassment. Sexual harassment is defined as follows:
- (a) Demands for sexual favors from an employee by a person in a position of authority over that employee; subsequent detrimental consequence to the job of the employee, either through demotion, dismissal, or an adverse effect of promotion or any other term or condition of employment.
 - (b) A clear indication by an employee or a person in a position of authority that sexual favors are a condition of employment or advancement in employment.
 - (c) Physical assault such as a deliberate touching, grabbing, or pushing of an employee by a person in a position of authority.
 - (d) Sexual harassment is the behaviors related to sexuality that may be verbal, physical, deliberate, unsolicited or unwelcome; it may be one incident or a series of incidents. Sexual harassment may include:
 - Verbal abuse
 - Unwelcome remarks
 - Jokes
 - Innuendoes or taunting about a person's clothing, body or sexual activity
 - Display of pornographic pictures
 - Unwelcome invitations or requests, whether indirect or explicit, to engage in behavior of a sexual nature
 - Leering or other gestures that associate with sexuality or unnecessary physical contact such as touching, patting, pinching, punching or physical assault.
- 22.04 **The Union and the Employer do not condone personal harassment. Personal harassment is defined as follows:**

- (a) **Personal harassment is sometimes referred to as bullying. It includes any inappropriate conduct, comment, display, action or gesture by a person that:**
- **adversely affects a worker's psychological or physical well-being;**
 - **the perpetrator knows, or should know, would cause the worker to be humiliated or intimidated; and**
 - **constitutes a threat to the health and safety of a worker.**
- (b) **Typically, personal harassment involves repeat occurrences. A single incident may also constitute personal harassment if serious or severe and is shown to have a lasting harmful effect on a worker.**
- (c) **Personal harassment may include, but is not limited to the following:**
- Spreading malicious rumours, gossip, or innuendo.**
 - Excluding or isolating someone socially.**
 - Intimidating a person.**
 - Undermining or deliberately impeding a person's work.**
 - Physically abusing or threatening abuse.**
 - Removing areas of responsibilities without cause.**
 - Constantly changing work guidelines.**
 - Establishing impossible deadlines that will set up the individual to fail.**
 - Withholding necessary information or purposefully giving the wrong information.**
 - Making jokes that are 'obviously offensive' by spoken word or e-mail.**
 - Intruding on a person's privacy by pestering, spying or stalking.**
 - Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure).**
 - Underwork - creating a feeling of uselessness.**
 - Yelling or using profanity.**
 - Criticising a person persistently or constantly.**
 - Belittling a person's opinions.**
 - Unwarranted (or undeserved) punishment.**
 - Blocking applications for training, leave or promotion.**
 - Tampering with a person's personal belongings or work equipment.**

22.05 Any employee or applicant who feels they have been discriminated against, or feel they have been harassed, should report any incidents without fear of reprisal to any Union Steward or Management personnel.

22.06 Under no circumstances will the name of the complainant or the circumstances related to the complaint be disclosed to any person except where it is necessary for the purposes of investigation or the taking of relevant disciplinary measures.

ARTICLE 23 - TRAINING

23.01 Supervisors and Leads may assign employees, based on seniority and ability, to train new employees. Assigned employees shall be paid Lead rates for all hours in excess of two (2) hours worked during the training period.

ARTICLE 24 - BENEFITS

24.01 Following a qualifying period of twenty-six (26) weeks, where the employee has worked at least three hundred and ninety (390) hours, the employee shall be eligible for enrollment in the Centre's benefit package. The initial qualifying period shall be calculated exclusive of a four (4) week period during the months of July and August. Following the initial qualifying period, the employee's continued eligibility will be based on working a minimum of three hundred and ninety (390) hours in the previous year, exclusive of approved leaves of absence, leaves due to Workers' Compensation or sick/disability leave. Employees shall be notified by the Centre, upon completion of the qualifying period, to apply for the benefits plan.

The Centre's benefits package, comprised of an Employer-funded dental plan, basic disability plan, basic group insurance plan as well as a pension plan which is matched at 5% by both the employee and the Centre, must be taken in its entirety and must be maintained until such time as the employee no longer qualifies according to the minimum number of hours or the employee resigns from employment at the Centre.

The pension plan is the Public Employees Pension Plan which is a defined contribution pension plan in which participation by non-permanent employees of the Centre is optional. It is a condition of employment that an employee shall not elect to participate in the plan prior to qualifying for the Centre's benefit package, and upon applying for the Centre's benefit package, an employee must participate in the plan. The contribution rate for employees is 5% of salary, matched by the centre.

All employees covered by this Collective Agreement shall have the option of joining the Group Medical Plan at the employees' expense. The benefits are outlined in the **Group Medical** brochure. The cost of joining this plan is available from the Personnel Department. The premiums for permanent employees are paid for by the employees through payroll deduction. Employees who are not permanent employees **and do not have enough regular earnings to cover plan premiums, are required to make payment arrangements for plan fees on a month-to-month basis where required.** Payments are to be made by postdated cheques. Any increases/decreases in rates will be passed on to the employee.

The Employer funded benefit plans shall be detailed in Appendix "B" attached, which shall form a part of this Agreement.

24.02 Employees who qualify to participate in the Centre's benefit package shall accrue sick leave credit. Sick leave credit is accrued at 3/52 and is for use when an employee is ill and is unable to work a shift for which **they are** scheduled. Medical verification is required for extended sick leave (three or more shifts), the cost of which shall be paid by the Employer.

Sick leave credits are forfeited when an employee leaves the Centre's employment.

A statement of sick credits **shall be reflected on the employee's paystub.**

24.03 Any classification or employee receiving benefits, prior to the signing of this Agreement, shall continue to enjoy such benefits.

24.04 Employees shall be entitled to time off with pay to attend doctor, chiropractor and dental appointments. Time off shall be deducted from the employee's accrued sick leave. Every reasonable attempt shall be made to schedule doctor, chiropractor and dental appointments in a manner that shall not conflict with an employee's hours of work.

ARTICLE 25 - GENERAL

25.01 The Employer shall designate a suitable lunch facility and shall provide secure storage areas for employees' personal belongings.

25.02 Where attendance is mandatory, all staff meetings called by the Employer shall be on the Employer's time.

25.03 Employees shall be allowed access to phones to make personal calls at no cost during breaks.

25.04 Employees shall be allowed to park their vehicle on the Employer's grounds in any designated parking areas at no cost. The Employer shall make available all non-reserved plug-in spots for vehicles.

25.05 The Employer shall not enter into any written or verbal agreement with any employee that conflicts in any way with the terms of this Agreement.

25.06 Employees required to use their tools in their employment with the Employer shall be compensated fully for all broken or worn tools.

25.07 Employees shall not be required to cross any legal picket line erected as a result of a work stoppage.

25.08 The Employer shall provide outdoor clothing rated for the temperatures that the employees are expected to perform their duties in.

25.09 When necessary the Employer shall provide a ride home for any employee whose shift ends after 12 midnight.

25.10 House orders shall be posted and shall be accessible by all employees as much in advance of the event as possible.

25.11 All employees who consent to use their vehicles for the conduct of the Employer’s business shall be paid the current Government of Saskatchewan rate for mileage with a minimum of three (\$3.00) dollars per round trip.

ARTICLE 26 – TIPS

26.01 Employees shall be entitled to receive and keep tips and gifts from patrons; however, employees shall under no circumstances solicit tips or gifts. Any violation of the clause will be cause for discipline. All tips and gifts must be the result of service to the client. Gifts/tips offered for any other reason must be surrendered to management. **Prior to March 31, 2024, the Employer shall configure the POS system to allow for a “tip” option for the patrons.**

ARTICLE 27 - UNIFORMS

27.01 Upon completion of two hundred forty (240) hours, the Employer shall provide uniform(s) to employees as follows:

<u>Hours worked per week</u>	<u>Shirts</u>
More than 20	2
Less than 20	1

The Employer shall reimburse employees of up to \$50.00 every 2080 hours with appropriate receipt for purchase of pants.

27.02 Where the Employer requires employees to wear accessories (tie, vest, jacket, etc.), the Employer shall provide them.

27.03 The Employer will replace uniform garments worn or damaged through normal use.

27.04 Each employee is responsible for the laundering of **their** own uniforms provided by the Employer. As per current practice dry cleaning and reasonable alterations will be provided as required. The employee will be reimbursed for dry cleaning costs upon submitting a receipt to the departmental supervisor.

ARTICLE 28 - JOB DESCRIPTIONS

28.01 A job description for each classification shall be forwarded to the Union and made available to employees upon request.

ARTICLE 29 – DURATION OF AGREEMENT

This Agreement shall be effective from the 27th day of January, 2023, and shall remain in force until the 26th day of January, 2024, and thereafter from year to year, but either party may, not less than sixty (60) days or 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 terminate the said agreement or to negotiate a revision thereof.

SIGNED THIS 5th day of **December, 2023.**

SIGNED ON BEHALF OF
THE UNION:

SIGNED ON BEHALF OF
THE EMPLOYER:

“Sheila Acton”

“Nick Oleynick”

“Jackie Niels”

“Colette Perras”

“Jacey Fahlman”

“Cory Jorgenson”

APPENDIX "A"
Wage Rate and Job Classification
Effective January 27, 2023

<u>Classifications</u>	<u>Jan 27/23 Probation</u>	<u>3.00% MPA*</u>	<u>Step 1</u>	<u>MPA*</u>	<u>Step 2</u>	<u>MPA*</u>	<u>Lng Svc</u>	<u>MPA*</u>
<u>Band 1</u>								
Dishwasher	13.00	13.00	13.00	13.00	13.00	13.29		
<u>Band 2</u>								
Lead Dishwasher	13.00	13.32	13.13	13.94	13.76	14.56	14.36	15.16
Front of House	13.00		13.13		13.76		14.36	
Concession	13.00		13.13		13.76		14.36	
Cook	13.00	13.32	13.13	13.94	13.76	14.56	14.36	15.16
Operations	13.00	13.32	13.13	13.94	13.76	14.56	14.36	15.16
Catering Servers	13.00	13.32	13.13	13.94	13.76	14.56	14.36	15.16
Bartender	13.00		13.13		13.76		14.36	
<u>Band 3</u>								
Cook Lead	14.65		15.37		16.09		16.81	
Cold Prep Lead	14.65		15.37		16.09		16.81	
CBO Cashier	14.65		15.37		16.09		16.81	
Security	14.65		15.37		16.09		16.81	
FOH Lead	14.65		15.37		16.09		16.81	
<u>Band 4</u>								
Baker	17.50		18.33		19.25		19.50	
Catering Lead	17.50		18.33		19.25		19.50	
Kitchen Prep Supervisor	17.50		18.33		19.25		19.50	
Bar Lead	17.50		18.33		19.25		19.50	
Security Lead	17.50		18.33		19.25		19.50	
Operations Lead	17.50		18.33		19.25		19.50	
CBO Lead	17.50		18.33		19.25		19.50	
<u>Band 5</u>								
Event Supervisor	20.65		22.02		23.38		24.75	
Catering Duty Manager	20.65		22.02		23.38		24.75	
Operations Supervisor	20.65		22.02		23.38		24.75	
Sous Chef	20.65		22.02		23.38		24.75	
<u>Band 6</u>								
CBO Supervisor	24.75		25.98		27.26		28.60	

MPA* = Market Place Adjustment

Probationary Rate: First 240 hours worked

Step 1: After completion of 240 hours worked

Step 2: After completion of 800 hours worked

Long Service: After completion of 5000 hours worked or ten years of service whichever comes first.

APPENDIX “B”

The following is a summary of the benefits available to qualifying employees as provided in Article 24.01:

Public Employees Pension Plan

This plan provides the employee with some financial security in **their** retirement years. Each employee must contribute of five percent (5%) of **their** annual income to the pension plan and this amount is equally matched by the Saskatchewan Centre of the Arts. Member guides are available at PEPP on-line.

Group Insurance Plan

This plan provides the employee with life insurance at minimal cost. The cost for the insurance is subsidized by the Centre where the Centre pays for the first \$14,000 coverage of each eligible employee. (R.W.D.S.U. Agreement provides for basic life insurance paid by the Centre.) Optional insurance is available at an additional cost to the employee.

Long Term Disability

This plan provides for employee income supplement when an employee suffers from a long term disability. The taxable benefit is seventy-five percent (75%) of an employee's basic monthly salary. Coverage begins the day after an employee completes the waiting period of three consecutive months.

Dental Plan

This plan provides each employee and **their** family with dental coverage at no cost to the employee. The Saskatchewan Centre of the Arts pays the entire premium (1% of employee's gross income) for each employee who is covered by the dental plan.

Employees wishing to receive full information on the benefits should request copies of the brochures through Finance and Administration or visit the Public Employees Benefits Agency (PEBA) website at www.peba.gov.sk.ca.

APPENDIX “C”**JIQ MAINTENANCE PROCEDURE**

Job evaluation (JE) at Conexus Arts Centre (CAC) was one part of a process that was designed to create a fair pay structure for employees. Overall, the pay structure had to balance three variables: internal equity (fair pay between jobs at CAC), external equity (fair pay compared to similar jobs elsewhere), and affordability of the entire pay structure. The JE process is gender-neutral and pay equity defensible and was put in place to address internal equity in the pay structure.

CAC used a standard job evaluation system, with facilitation from an objective third party, to ensure that all the jobs were evaluated fairly. Because it is possible for bias to interfere in job ratings, CAC believes that it is important to have a process of reconsideration if any employee believes that his or her job was not fairly rated. To ensure that the reconsideration process is available to all eligible employees, no employee who appeals his or her job rating will suffer any adverse consequences.

JOB EVALUATION MAINTENANCE POLICY**Committees**

1. Job Evaluation Committee

All Conexus Art Centre positions covered by this plan will be evaluated by an ongoing CAC Job Evaluation Committee. This Committee will consist of up to six members. The ongoing Job Evaluation Committee will be comprised of:

- 1 Management representative
- 1 out-of-scope representative
- 1 RWDSU representative

2. Job Evaluation Appeal Committee

This Committee is comprised of the following members:

- The CAC Executive Director
- One CAC Senior Manager
- The RWDSU Union Representative

Classification Procedure

Job descriptions and classification decisions should be reviewed whenever the following occur:

- (a) A new job is created that does not currently exist at the Conexus Arts Centre.
- (b) A significant change occurs in duties or responsibilities of a job. An employee or his or her supervisor may initiate a request for a classification review if either person believes that a significant change has occurred in the employee's job responsibilities.

A. Creation of a New Job

- The Manager of Finance and Administration will consult with the Job Evaluation Committee to establish an initial, tentative classification for any newly created job.
- A new job will be formally evaluated and classified by the Job Evaluation Committee one year after the appointment of an employee to the newly created job, following the procedure in Section B below.

B. Significant Job Change

- The employee or **their** supervisor completes the Job Information Questionnaire (JIQ).
- The completed JIQ is reviewed by the supervisor who will ensure that it accurately reflects the position and that it is signed by the employee. The immediate supervisor will then sign the JIQ, attesting to the accuracy of the information within it. In instances in which there are two or more supervisory levels, the manager will also review, provide comments and sign the JIQ.
- The Job Evaluation Committee will evaluate the job against the JE Plan factors and degrees.

The Manager of Finance and Administration will inform the employee, the immediate supervisor and the department manager in writing of the Job Evaluation Committee's decision. A copy of the Appeal Procedure will also be provided. The Manager of Finance and Administration will make necessary adjustments to the employee's records.

Note:

- Conflict of Interest – no employee shall participate on the CAC Job Evaluation Committee when **their** job is being evaluated.
- Length of service, position in salary range, market conditions and employee performance are not considered by the Job Evaluation System.

CLASSIFICATION REVIEW APPEAL PROCEDURE

This appeal procedure applies to any permanent or full-time employee with a job that has been rated by the JE process.

Steps:

1. The employee should begin by first discussing the rating with his or her immediate supervisor and manager. The supervisor and manager will be able to comment on whether or not all the information related to the job has been reviewed in the JE Committee rating. This can be determined by reviewing the job description and the job information questionnaire (JIQ).
2. If the employee still believes that his or her job rating is not accurate, he or she may request that the CAC Job Evaluation Appeal Committee review the rating. This request must be done in writing and must clearly state why the employee believes his or her job should be reviewed. The written request must also include new or additional information that has not already been reviewed in the JE process.
3. The CAC Job Evaluation Appeal Committee will review written appeals, the JIQ and any additional new information that has been submitted. The CAC Job Evaluation Appeal Committee may consult a neutral third party with expertise in job evaluation. Decisions made by the CAC Job Evaluation Appeal Committee are final and not subject to the grievance procedure.

Target Timelines:

- A. The supervisor and manager should try to meet with the employee within two weeks of being notified that the employee wishes to discuss his or her job rating.
- B. The Job Evaluation Appeal Committee will make every effort to respond within one month of receiving a written request to review a job rating.

Signed on Behalf of
Conexus Arts Centre:

“Pat Beanland”

Signed on Behalf of
RWDSU Membership:

“Paul Guillet”

LETTER OF UNDERSTANDING #1

BETWEEN: The Saskatchewan Centre of the Arts

AND: Saskatchewan Joint Board,
Retail, Wholesale and Department Store Union

RE: Scheduling

The above parties agree as follows:

The scheduling of hours shall be in accordance with Article 8.01. However, in recognition of specific concerns with regard to scheduling in the Front of House and Catering Departments, allowance will be made for the continuation of the Team/Spare format in Front of House and allowance will be made for flexibility to ensure adequate levels of experienced staff are scheduled for each shift in each day in the Catering Department.

SIGNED THIS 5th day of **December, 2023**.

SIGNED ON BEHALF OF
THE UNION:

SIGNED ON BEHALF OF
THE EMPLOYER:

“Sheila Acton”

“Nick Oleynick”

“Jackie Niels”

“Colette Perras”

“Jacey Fahlman”

“Cory Jorgenson”

LETTER OF UNDERSTANDING #2

BETWEEN: The Saskatchewan Centre of the Arts

AND: Saskatchewan Joint Board,
Retail, Wholesale and Department Store Union

RE: Legislative Cafeteria

The Government of Saskatchewan is discontinuing services at the Legislative Cafeteria, located in the Legislative Building (2405 Legislative Drive) through the Ministry of Central Services. Conexus Arts Centre (CAC) is assuming operations of The Legislative Cafeteria effective January 7, 2019.

This letter of understanding applies to employment conditions for: Linda Cox. (The Employee)

The parties agree as follows:

1. Conexus Art Centre will offer The Employee employment and The Employee will maintain her current position at the Legislative Cafeteria.
2. The Employee will be placed into the **Cook Lead** (Band 3) position at the long service rate. She will be eligible for all future increment or general economic increases.
3. The Employee shall enroll in the Conexus Arts Centre benefits package and there shall be no loss of coverage during the transition.
4. The Employee shall enroll in the Conexus Arts Centre pension plan, Public Employees Pension Plan (PEPP). The Employee may transfer their existing pension funds if there is a transfer agreement in place.
5. The Employee continues to have first access to shifts at the legislative cafeteria. The Employee may access shifts at the Conexus Arts Centre subject to Article Seven (7) based on the date of the signing of this document. If there are additional shifts available at the Legislative Cafeteria, such as vacation relief, Article Seven (7) will apply.
6. The CAC will recognize the Legislative Cafeteria start date for the purposes of vacation accumulation and seniority for hours available at the cafeteria. The CAC will recognize her start date at the Conexus Arts Centre for the purposes of any other requirements, including seniority for available hours at the CAC, lay-off notices, etc.

Linda Cox – start date at Legislative Cafeteria March 18, 1998 – start date at CAC – January 7, 2019

7. All other terms and conditions of the Collective Bargaining Agreement between the Conexus Arts Centre and RWDSU remain in effect.

SIGNED THIS 5th day of **December, 2023**.

SIGNED ON BEHALF OF
THE UNION:

SIGNED ON BEHALF OF
THE EMPLOYER:

“Sheila Acton”

“Nick Oleynick”

“Jackie Niels”

“Colette Perras”

“Jacey Fahlman”

“Cory Jorgenson”