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# Collective Agreement

Between

The Government of Saskatchewan

And

Saskatchewan Government and General Employees' Union

Begins:

10/01/2003

Terminates:

09/30/2006

06733(08)



"Whereas it is the desire of both parties to this agreement to maintain the existing harmonious relationship between the Government and the members of the Association, to promote cooperation and understanding between the Government and the employees, to recognize the mutual value of joint discussions and negotiation in all matters pertaining to working conditions, hours of work and scales of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well being and security of those employees included in the bargaining unit represented by the Association."

## Reaffirmation

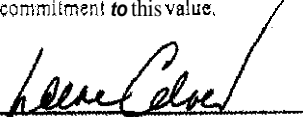
This preamble appeared in the first collective agreement entered into between the Government of Saskatchewan and the Saskatchewan Government Employees Association in 1945; it has appeared virtually unchanged in each collective agreement achieved by the parties over the last 58 years. It is fitting that as we enter the 59th anniversary year of that historic agreement, one that provided collective bargaining rights to Canadian public servants for the first time, that we reaffirm our commitment to those same values.

In reaffirming these values, the union and management jointly agree that the following common goals will guide their actions:

- Quality service to the public: efficient, effective, client driven and jointly developed.
- A constructive new relationship between employees, union, and management, with the following characteristics:
  - open and participatory,
  - timely sharing of information,
  - consistent human resource policies and their consistent application,
  - delegating responsibility to employees,
  - operating successful Union Management Committees,
  - higher trust and mutual respect, and
  - a more cooperative and less adversarial relationship.
- \* An improved public image of the public service.
- \* Recognition and respect for the respective roles of the parties.
- A safe and healthy workplace.

*It is agreed that Government employees will play a central role in achieving these goals.*

Working cooperatively in overcoming problems is a fundamental value of this province. The Government of Saskatchewan and the Saskatchewan Government and General Employees Union reaffirm their commitment to this value.

  
Premier of Saskatchewan  
November 30, 2004

  
President, SGEU

BETWEEN

HER MAJESTY IN THE **RIGHT** OF THE PROVINCE OF SASKATCHEWAN, hereinafter referred to as "The Government"

OF THE FIRST PART

**AND**

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION, sole bargaining agent and representative of the **employees** on the staffs for all departments, boards and commissions of the Government, as of the date of, and designated by Order of the Labour Relations Board, No. **114-99**, hereinafter referred to as "The Union"

OF THE SECOND PART

WHEREAS it is **the** desire of both **parties** to this agreement **to** maintain the existing harmonious **relationship** between the Government and members of the Union, to promote cooperation **and understanding** between the Government and the employees, to recognize the mutual **value** of joint discussions and **negotiations** in all matters **pertaining** to the working conditions, hours of work and scale of wages, to encourage economy and elimination of waste, and to **promote** the morale, well-being and security of those employees included in the bargaining unit represented by the Union;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for **and** in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

**"EQUITY"**

*Sometimes equality means treating people the same, despite their differences and sometimes it means treating them as equals by accommodating their differences.*

- Judge Rosalie Abella

ENTERED

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**Article 1**     **DEFINITIONS**

**1.1**            In this agreement, **unless** the context otherwise requires, **the** expression:

- A) 'Act'  
means *The Public Service Act*, as amended from time to time;
- B) '**Agency**'  
means Department, **Board**, Commission, **etc.**, as **set out in this** agreement;
- C) 'Allocated'  
means **the** original designation of a position to its proper classification level in **the** classification plan;
- D) 'Chair'  
**means** the Chair of **the** Public Service Commission or designate:
- E) 'Classification Level'  
as per Appendix A;
- F) 'Classification Plan'  
means the classification plan established pursuant to *The Public Service Act* **and the** rules for amendment and continuous administration **thereof**;
- G) 'Commission'  
means the Public Service Commission or designate:
- H) 'Core Competencies'  
**means the knowledge**, skills, abilities and personal attributes that are critical to effective, **successful** performance for a position within an occupation;
- I) 'Day'

**1. When there is no shift in a facility/unit that overlaps over a midnight, a day shall be defined as the twenty-four (24) hour period from midnight to the following midnight.**

**When there is a shift in a facility/unit that overlaps over a midnight, a day shall be defined as the twenty-four (24) hour period commencing the start of the first shift of the day. The first shift of the day shall be determined at the local level.**

**Any hours worked beyond eight (8), or the agreed to hours in a modified work pattern in excess of eight (8) hours per day, in any twenty-four (24) hour period will be compensated at the appropriate overtime rates.**

**2. shall, for the calculation of benefits earned on the basis of time worked, with the exception of seniority, be based on an eight (8) hour day;**

- J) 'Demotion'  
means a change of employment from one position to another position that has a lower maximum hourly **rate** of pay;
- K) 'Earnings'  
**means** the regular salary but shall not **be** deemed to include overtime payment, special bonuses or allowances;
- L) 'Employee(s)'  
**means** all **employees** covered by the provisions of **this** agreement **and** who are subject to **The Act**;
- M) 'Employer'  
means the Government of Saskatchewan, **as** represented by the Public Service Commission **or** designate;
- N) 'Exception Reporting Bi-weekly Payroll'  
means the payroll process **that** automatically generates (without manual input) a consistent **bi-weekly** regular salary amount **based upon** an average number of hours in the pay period multiplied by the Employee's hourly salary rate and adjusts regular salary as required in exceptional circumstances through manual intervention.
- O) 'Government'  
means **Her** Majesty the Queen, in the Right of the **Province** of Saskatchewan;
- P) 'Occupation'  
means a group of jobs where the **nature** and type of work is **essentially** the same;
- Q) 'Permanent Employee'  
**means where** the words "Permanent employee(s)" **appear** in the collective agreement, it includes the following three (3) definitions, unless specifically stated otherwise:
1. 'Permanent Full-Time Employee'  
**means** an employee in a permanent full-time position who **has** successfully completed an initial probationary period;
  2. 'Permanent Labour Service Employee'  
**means an employee** employed in a position which **has** been designated **as** part of the **labour service** and **subject to seasonal** layoff **and** recall **and** who has successfully completed **an** initial probationary period;
  3. 'Permanent Part-Time Employee'  
means an **employee** in an ongoing **less than** full-time position who has **successfully** completed an initial probationary period;
- R) 'Permanent Head'  
means a **Deputy** Minister, or other official in charge of a department or **agency**, who is directly responsible to a member of the Executive Council or designate;

- S) 'Probationary Employee'  
means an **employee** in a permanent position on initial probation;
- T) 'Promotion'  
means a change of employment from one position to another position that has a higher maximum hourly **rate** of pay;
- U) 'Reallocation'  
means reallocating a position's designation in the classification plan, if based on the duties and responsibilities, the original designation was inaccurate;
- V) 'Reclassification'  
**means** the assignment of a different classification level where changes of duties and responsibilities **have** occurred;
- W) 'Reclass Challenge Unit' – Defined as a group of employees reporting to the same supervisor or manager, who has the authority to, and has, assigned the change in duties.**
- X) 'Seniority Unit – Permanent Part-Time and **Term Employees'**  
**means** the employee's department and geographical location:
- Y) 'Seniority Unit - Labour Service **Employees'**  
means as defined within **each** Labour Service Section;
- Z) '**Service wide'**  
means within **the scope** of this agreement:
- AA)** 'Shift'  
means the scheduled hours of work of an employee on any one day;
- BB)** 'Term Employee'  
means an incumbent in a position of an emergent or short term nature and **whose** tenure of employment is **limited** to a defined period of time, not to exceed a period of two (2) years **unless** agreed to by the parties:
- CC)** 'Tour of **Duty'**  
**means** the set period of time, as determined by the duty roster in effect in **the employee's** place of work, during which an **employee** is **scheduled** to work;
- DD)** '**Transfer'**  
means a movement of an **employee** from one position to another position that has the same maximum hourly rate of pay:
- EE)** 'Union'  
means the PS/GE Bargaining Unit of the Saskatchewan Government and General Employees' Union (SGEU);

**FF)** 'Work Unit – Permanent Part-Time and Term Employees' means the employee's department vote structure and organizational chart by location as agreed to by the local level and approved by the parties to this agreement.

**1.2 Gender**

A) Use of the pronouns she, her, hers, **he**, his and him includes a reference to persons of the opposite gender wherever the facts or context so require.

**Article 2 SCOPE**

**2.1** This agreement shall apply to all employees within departments, boards, commissions and other agencies as indicated below and as amended by agreement of the parties:

**A) LIST OF AGENCIES**

Vote	Department/Agency	Human Resources Provided by:
<b>001</b>	<b><i>Agriculture and Food</i></b>	
	<b>Agriculture Implements Board</b>	<b>Agriculture and Food</b>
<b>ATC</b>	<b>Apprenticeship and Trade Certification Commission</b>	
	<b>Automobile Injury Appeal Commission</b>	<b>Justice</b>
	<b>Children's Advocate</b>	
<b>036</b>	<b>Community Resources and Employment</b>	
<b>073</b>	<b>Corrections and Public Safety</b>	
<b>027</b>	<b><i>Culture, Youth and Recreation</i></b>	<b>Government Relations</b>
<b>026</b>	<b>Environment</b>	
<b>010</b>	<b>Executive Council</b>	
	<b>Farmland Security Board</b>	<b>Justice</b>
	<b>Film and Video Classification Board</b>	<b>Justice</b>
<b>018</b>	<b>Finance</b>	
<b>030</b>	<b>First Nations and Metis Relations</b>	<b>Government Relations</b>
<b>030</b>	<b>Government Relations</b>	
<b>032</b>	<b>Health</b>	
<b>016</b>	<b>Highways &amp; Transportation</b>	
<b>017</b>	<b>Highways &amp; Transportation Capital</b>	<b>Highways &amp; Transportation</b>
<b>023</b>	<b>Industry and Resources</b>	
<b>a74</b>	<b>Information Technology Office</b>	<b>Agriculture and Food</b>
<b>003</b>	<b>Justice</b>	
<b>020</b>	<b>Labour</b>	
	<b>Labour Relations Board</b>	<b>Labour</b>
<b>005</b>	<b>Learning</b>	



<b>021</b>	<b>Legislative Assembly</b>	
<b>098</b>	Milk Control Board	Agriculture and Food
	Minimum Wage Board	Labour
<b>075</b>	Northern Affairs	
	Oil & Gas Conservation Board	<b>Industry and Resources</b>
	Ombudsman	
	Police Complaints Investigator	Justice
<b>PDS</b>	Prairie Diagnostic Services	Agriculture and Food
	Premier's Office	<b>Executive Council</b>
	Property Management(effective April 1, 2005)	
	Provincial Mediation Board/Office of Rentalsman	Justice
	Public & Private Flights Board	Justice
<b>033</b>	Public Service Commission	
<b>R18</b>	Public Employees Benefits Agency	Finance
<b>043</b>	Rural Development	Agriculture and Food
<b>SAB</b>	Saskatchewan Archives Board	Finance
	Saskatchewan Financial Services Commission	Justice
	Saskatchewan Municipal Board	<b>Finance</b>
<b>SPP</b>	Saskatchewan Pension Plan	<b>Finance</b>
	Saskatchewan Police Commission	Justice
	Social Services Appeal Board and Employment	Community Resources
	Surface Rights Arbitration Board	Justice
	Teacher's Superannuation Commission	<b>Learning</b>
	The Cooperative Guarantee Board	Industry and Resources

B) Except for the following:

1. Permanent **Heads**:
2. **Members** of Boards and Commissions;
3. Positions excluded from the operation of *The Act* pursuant to the provisions thereof;
4. **Order** in Council appointments:
5. Members of the Saskatchewan Land **Surveyors** Association:
6. Positions whose job functions require employees to be registered as engineers or geoscientists, engineers in training or geoscientists in training in accordance with *The Engineering and Geoscience Professions Act*;
7. All employees *who* have been employed for a period of less than thirty (30) calendar days;

- 8. Secretaries of Deputy Ministers, Assistant and Associate Deputy Ministers, Executive Directors, and the Chair of the Labour Relations Board;
  - 9. Physicians, dentists and members of the Veterinary Association of Saskatchewan;
  - 10. Management and Professional Level 9 and above; and
  - 11. Such other positions as the parties to this agreement may negotiate from time to time. Criteria for determining scope status shall be as set out in *The Trade Union Act*. The parties reserve the right to refer scope disputes to the Labour Relations Board for decision.
- C) The parties agree to interpret scope exclusion clauses on the basis of the requirements of the position and not the association or education of the employee.

**Article 3 UNION SECURITY PROVISIONS**

**3.1 Recognition of the Union as Sole Bargaining Agent**

- A) The Government agrees to recognize the Union as the sole collective bargaining agent for the employees covered by this agreement and hereby consents and agrees to negotiate with the Union or its designated representatives on matters relating to conditions of employment, rates of pay and hours of work.
- B) The Employer shall allow Union stewards to investigate disputes during work time at the work site. These investigations shall not unreasonably interfere with the operations of the Employer and shall not be unreasonably withheld.
- C) The Employer shall grant time off with pay for all members of Joint Union/Management Committees for meetings of the committees.
- D) The parties agree to continue to work towards a cooperative approach to solving problems through the Union/Management Committee process both centrally and departmentally.
- E) **Employees elected** as stewards shall be responsible to notify the Employer in writing of their appointment.

**3.2 Maintenance of Membership**

- A) Every **employee** who is now or hereafter becomes a member of the union shall maintain his membership in the union as a condition of his employment, **and** every new employee whose employment commences hereafter shall, within 30 days after the commencement in his employment, apply for and maintain membership in the union, and maintain membership in the union

as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the union shall, as a condition of his employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

- B) The Government agrees to deduct on behalf of the Union all **dues**, initiations, **assessments**, or levies and remit such money monthly to the Union, Payment for Union leave owed to the Employer will be deducted from the dues prior to forwarding dues to the Union. The Government shall provide **the Union** with a detailed **statement** of such deductions, At the request of the Union, the **Employer** shall recover any overpayment to an **employee** as a result of leave for Union business. Such overpayment shall **be** submitted to the Union.
- C) While on education leave, employees shall have Union **dues** assessed against that portion of the allowance **as** is attributable to the salary factor.
- D) An employee who is temporarily filling **an** out-of-scope position shall continue to **have** Union **dues** deducted from her salary.

### **3.3 Employee Orientation**

- A) The Employer shall notify the local steward of all new employees hired and each new employee shall **be** advised of the name of their steward. The Employer agrees that the steward at the geographic location will **be** given the opportunity to **meet** with each new employee during regular working **hours** without **loss** of pay for fifteen (15) minutes within the first thirty (30) days of employment.
- B) **The Employer agrees to provide all employees in new assignments adequate and appropriate orientation to perform the duties of their new assignment.**

### **3.4 Reassurance: Continuous Bargaining, Addressing and Revisiting Issues**

- A) The parties **are** committed to establishing a positive working relationship and to solving problems throughout the term of the collective agreement.
- B) The parties agree to address all issues and revisit provisions contained in the collective agreement to resolve matters of concern.
- C) These undertakings do not mean that all issues will **be** resolved, Rather, **the** commitment is to **seek** resolution in **good** faith.
- D) Any proposed changes to the **collective agreement** that result from **the** foregoing negotiations must be approved by the principals of the parties,

**Article 4      INTERPRETATION OF AGREEMENT**

**4.1      Agreement Interpretation and Negotiation of Disputes that Arise**

- A) The Commission shall interpret this agreement. In the event of a dispute the Union may, within thirty (30) calendar days of receipt of such interpretation, give notice that it wishes to negotiate in respect to the disputed interpretation or application of the agreement.

**4.2      Arbitration of Disputes, Interpretations or Application of Agreement**

- A) Disputes arising out of the interpretation or application of the terms of this agreement, which cannot be resolved by negotiations within a reasonable time, may be referred to a Board of Arbitration as defined in the Arbitration articles.

**4.3      Amendment, Repeal or Revision of Legislation**

- A) No amendment, repeal or revision of The *Public Service* Act or of The *Public Service* Superannuation Act shall be effected unless notice in writing of such proposed amendment, repeal or revision is served upon the Union, and unless an opportunity to make representations is afforded the Union upon application.

**4.4      Letters of Understanding**

- A) Letters of Understanding entered into by the parties have the same force and effect as if they were contained within the agreement, subject to any expiry, renewal or amendment provisions specified within each Letter of Understanding.

**4.5      Duration of Agreement**

- A) This agreement, except as specified otherwise herein, shall be effective from October 1, 2003 to September 30, 2006 and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party at least thirty (30) days prior to the anniversary date hereof.
- B) Where written notice has been given, as above, the provisions of this agreement will remain in effect until a new agreement is concluded.

**Article 5      CLASSIFICATION**

**5.1      Creation of New Occupations**

- A) When a new occupation is created the parties will negotiate its inclusion or exclusion and, if included, the hours of work designation.

**5.2 Permanent Employees May Request Review of Their Classification**

- A) When an employee believes her assigned duties and responsibilities **have** altered sufficiently to justify a review as to the appropriateness of her position classification, she may request a classification review. Employees must **document the changes to assignment in the appropriate section of the job description form. Requests for review shall be made on the job description form designated by the Joint Union-Management Maintenance Committee and shall be signed by the employee and out-of-scope manager.**
- B) When, **as** a result of a classification review a position is permanently reclassified to a higher classification level it will be effective the first day of **the** pay period immediately following the day on which the request was received by the Commission. Notwithstanding the above, the Commission may make the reclassification effective retroactive up to six (6) months from the date the request was received by the Commission, **(exceptional circumstances may be reviewed by the parties)**. There shall be no retroactive application of the hours of work designation.
- C) When a position is reclassified to a classification level with a lower maximum hourly rate of pay, it will be effective the first day of the pay period immediately following the date of the classification decision.
- D) When an employee resigns and leaves the government service, any outstanding requests for review of their classification within the one hundred and twenty (120) calendar day period **prior** to the effective date of such resignation shall be deemed to have been withdrawn. Furthermore, appeals of classification decisions in respect of such requests shall also be deemed to have been withdrawn.

However, at the request of the estate of a **deceased** employee, the Union shall appoint an advocate to represent the estate to expedite an outstanding classification action.

**5.3 Status of Employees on Reallocation and Reclassification**

**5.3.1 Reallocation**

- A) For the purpose of determining the status of an employee **whose** position has been reallocated to a classification level higher than any level for which they have qualified, reallocations shall be divided into the following categories and the following rules shall apply:
  - 1. A reallocation to correct an error in allocation to a classification level, whether at the installation of the classification plan, or later, no change in duties and responsibilities being involved:

- i) For the original incumbent- continuance in the position without formal test; and
  - ii) For other incumbents- continuance in the position it qualified. If not qualified, a period of one year will be allowed in which to establish qualifications;
2. A reallocation to conform to a changed allocation standard:
- i) Continuance in the position without formal test.

### **5.3.2 Reclassification**

- A) Where an employee is assigned duties such that statutory qualifications are required and the employee **does** not have such qualifications, the employee will immediately vacate the position and be subject to the employment security provisions of this agreement.
- B) If the **employee** is qualified, he continues in the position. If the reclassification results in a promotion the reclassification challenge provisions will apply.

### **5.3.3 Salary Determination on Reclassification**

- A) Employees whose positions are reclassified shall have their **salary** determined **in** accordance with the pay administration articles for upward and downward reclassifications.

### **5.4 Challenges to Reclassified Positions by Other Employees**

- A) Permanent full-time and part-time positions which are reclassified and result in a promotion for the incumbent shall be advertised in the **Government of Saskatchewan's Career Centre and posted In the reclassification challenge unit. Labour Service positions will only be posted in the reclassification challenge unit.** The incumbent is not required to apply to the posting.
- B) Such a reclassified position becomes subject to the promotional competition process when either:
  - i) The current incumbent does not meet the core competencies; or
  - ii) For permanent full-time and labour service positions, a more senior full-time employee in the same occupation from the same reclassification challenge unit applies to the posting and establishes to the satisfaction of the Commission and the Union that her promotional opportunities have been unjustly curtailed in view of **the Fact** that the duties might as readily have been assigned to her; or

- iii) For permanent part-time positions, a more senior part-time employee in the same occupation and reclassification challenge unit, working the same or greater number of hours, applies to the posting and establishes to the satisfaction of the Commission and the Union that her promotional opportunities have been unjustly curtailed in view of the fact that the duties might as readily have been assigned to her.
- C) Challenges may be initiated by forwarding a résumé or completed application to the Commission.

**5.5 Employee Appeals to Classification Joint Council**

- A) **Subject to 5.6 B)**, when the Commission reallocates or reclassifies a position, the incumbent, if permanent, may within fifteen (15) calendar days of the receipt of written notice of the decision, appeal one (1) or more job evaluation factors to the Secretary, Classification Joint Council.
- B) Appeals shall be made on the form provided to the employee with the classification or reallocation decision. The Secretary shall send the appellant a copy of the Classification Joint Council appeal procedures. **Where the outcome of an appeal will apply to a group of positions, the Commission shall notify affected incumbents of their right to representation at the hearing.**
- C) The Commission will send the Union a copy of the employee's appeal acknowledgement.
- D) Appellants and witnesses shall be entitled to leave of absence with pay for the purpose of appearing before the Classification Joint Council, providing that such leave shall not have application to more than one (1) witness called by, or on behalf of, the appellant.

**5.6 Joint Audit Committee**

- A) The Joint Audit Committee shall uphold the integrity of the classification plan by examining the rationale of Classification Joint Council recommendations to ensure they are consistent with the factors and comparative descriptions, that full and **adequate** information was provided, and that all information provided was fully considered.
- B) **Appeal decisions of the Joint Audit Committee are final and binding on the incumbent and the parties to this agreement. A permanent employee shall not have an appeal right if assigned to a set of duties and responsibilities that have previously been subject to an appeal and a Joint Audit Committee decision.**

**Article 6     STAFFING**

**6.1           Permanent Full-Time**

The Rehabilitation Placement Process may supersede the staffing provisions.

**6.1.1         Filling Vacancies by Transfer**

- A) A vacant position may be filled by transfer of an employee within the department or from another department. This may be initiated by the Commission or Permanent Head of either department.
- B) A vacant position may be filled by the transfer or demotion of an out-of-scope employee, provided he was once the incumbent of an in-scope position.
- C) The Union shall be provided notification of the Employer's intent to fill a vacant position by transfer or demotion prior to the transfer or demotion taking effect.

**6.1.2         Filling Vacancies from Re-employment Lists**

- A) Subject to the Employment Equity provisions, before going to competition to fill a permanent vacancy, a person determined to be qualified by the Commission for re-employment into that position, shall be appointed by the Permanent Head, from the Service-wide Re-employment List, and if that list is exhausted, from the Agency Re-employment List.

**6.1.3         Employees Ranked In Order of Service-Wide Seniority**

- A) Re-employment lists shall be established with the names of employees ranked in order of service-wide seniority. Employees will be considered for all positions in their occupation and classification level and any other occupations in the same or lower classification level, as specified by the employee, for which, in the opinion of the Commission, they may be qualified.
- B) The Commission shall determine whether an employee on a re-employment list is qualified for a position. When further assessment is necessary to determine if an employee's qualifications meet the requirements for a particular position, a Staffing Panel may be convened to make the decision. Where it is deemed by the panel to be advisable and necessary, a technical expert, not employed by the department in which the vacancy occurs, may be consulted.

**6.1.4         Application of Re-employment Lists**

- A) The lists shall be made up as follows and shall be exhausted in the order set out:
  - 1. Service-Wide Lists



- i) Persons laid off **because** of the **necessity** of reducing staff and persons returning from an adjudicated prolonged **illness** or disability claim;
- ii) Persons displaced **by** reversion;
- iii) Persons whose former positions have been reallocated upward or, have been reclassified upward due to **changes** in duties and responsibilities, and who were unsuccessful in a promotional examination;
- iv) Persons who have exercised their bumping rights to bump into a **lower** classification level;
- v) Persons **whose** former positions **have been** reallocated or reclassified downward;
- vi) Persons who **have been** placed on the Service-Wide Re-employment List for other reasons **as** outlined in this agreement.

## 2. Agency Lists

- i) **Persons returning from indefinite leave of absence as a result of an appointment to the unclassified division who, not later than seven (7) calendar days following the termination in good standing of such employment, direct a written request to the Chair to have their names placed on the reemployment list;**
- ii) **Persons returning from indefinite leave of absence;**
- iii) **Subject to Article 18.2.4 D), persons returning from indefinite leave of absences as a result of accepting employment with a corporation established or continued pursuant to *The Crown Corporations Act*.**

### 6.1.5 Employment Equity

- A) Members of the designated employment equity groups on the Service-Wide or **Agency** Re-employment Lists **shall also** have **access** to the re-employment list for Employment Equity staffing.

### 6.1.6 Removal of Names from Lists

- A) The Commission may remove names from any of **the** re-employment, eligibility, **or panel** lists **as a result** of any **of** the following:
  1. Appointment to a permanent position;
  2. Failure to reply within **ten (10)** calendar days to a written inquiry **by** the Employer regarding the availability for appointment;
  3. Failure to reply within five (5) calendar **days** to a registered inquiry from the Employer regarding availability for appointment;

4. **Refusal** to accept an appointment under conditions previously indicated as acceptable, except that an employee returning to the re-employment list after leave for an adjudicated prolonged illness or disability claim shall be entitled to three (3) callbacks and will have his name removed from the list following rejection of the third callback;
  5. Failure to report for duty within the time prescribed by the Employer, such time not to be less than thirty (30) calendar days;
  6. Lapsing of the eligibility list:
  7. Failure to notify the Commission of change of address. The return of a letter by the postal authorities from the last address on record shall be deemed sufficient grounds for removal of the name from the eligibility list;
  8. When three (3) years *have* expired from the date of being placed on the re-employment list.
- B) Every person whose name is removed from a list, other than by reason of his appointment, shall be notified by the Commission in writing no later than ten (10) calendar days after such removal.

**6.1.7 Reinstatement of Names to Lists**

- A) An eligible person whose name is removed from one of the lists may make a written request to the Commission to have her name restored. Such request shall set forth the reasons for the conduct resulting in removal of the name, if such were the cause, and the reasons advanced for the restoration of her name to the list. The eligible person and the Union shall be notified of the decision of the Commission.
- B) An employee reinstated in the public service shall, upon request to the Commission, have her name restored to any existing list from which it was removed because of separation from the public service.

**6.1.8 Employee May Place Restrictions on Her Re-employment From List**

- A) Whenever an eligible person submits a statement restricting the conditions under which she is available for employment, her name shall be withheld from all appointments which do not meet the conditions she has specified. An eligible person may file a new statement at any time during the life of such list, modifying any prior statement as to the conditions under which she will be available for employment.

**6.1.9 Filling Vacancies by Competition**

**6.1.9.1 If Appointments Cannot Be Made From Lists**

- A) If an appointment from the re-employment lists cannot be made, the position shall be advertised.

**6.1.9.2 Positions Subject to In-Service Competition**

- A) **A competition may be advertised such that out-of-service candidates are eligible to apply. In such a case, however, in-service candidates must be considered prior to any other candidate.**

**6.1.9.3 Eligibility to Apply to Competitions**

- A) Any employee who has completed the equivalent of an initial probationary period shall be eligible to apply and be considered for in-service competitions prior to a competition being expanded to the general public.

**6.1.9.4 Core Competencies Used as Basis for Evaluation**

- A) Core competencies developed for all occupations shall constitute the basis for the evaluation of the qualifications of any applicant. Required qualifications for any occupation will *be* established or amended by the Commission in consultation with the Union.

**6.1.9.5 Qualifying for Positions**

- A) An applicant's qualifications for a position will be assessed by a Staffing Panel based on the core competencies required to perform the duties of the position as established by the Commission prior to posting. Each panel shall consist of a representative from each of the following: Commission, Department, and Union.

**6.1.9.6 Union Right to Representation on Staffing Panels**

- A) The Union shall have the right to representation at the deliberations of any panel for the purposes of filling a vacant permanent position, establishing an eligibility list for positions within the scope of this agreement, or determining the qualifications of an employee on a re-employment list. The Union shall endeavour to appoint a trained representative from the employing department or agency. When a trained representative is not available from the department or agency, the Union will provide a trained representative of its choice.

**6.1.9.7 Department Representation on Staffing Panels**

- A) Not more than **one** departmental representative shall sit on a staffing panel. This article may be waived by mutual agreement of the parties and shall only apply when the competition relates to a position within the scope of this agreement and when there are Union members as applicants.

**6.1.9.8 Government of Saskatchewan's Career Centre**

- A) **Field employees can access permanent full-time posting information through the Government of Saskatchewan's Career Centre web-site or, upon written request to their department, through another method arranged by their department.**

**6.1.10 Employment Equity Staffing**

- A) The parties are committed to Employment Equity and the joint development, implementation, monitoring, evaluation and updating of the Employment Equity plan as negotiated between the parties, and approved by the Saskatchewan Human Rights Commission.
- B) The parties **agree** to promote employment opportunities and equitable treatment for persons of Aboriginal ancestry, persons with disabilities, visible minority persons, women in **under-represented (non-traditional)** occupations and such other groups as may be identified and/or agreed to by the parties.
- C) Employment Equity staffing is defined as the staffing of positions **designated** for qualified **members** from the designated groups. All levels of positions shall be considered and may be **utilized** for Employment Equity staffing. The Commission agrees to notify the Union of positions to be staffed through Employment Equity.
- D) Terms of Reference for the Joint Employment Equity Committees are contained in LOU **98-4**.

**6.1.10.1 Positions Posted Solely for Designated Group Members**

- A) Positions may be advertised **solely** for members from the designated groups. Only designated group members can be considered for such positions. All Employment Equity candidates must self identify in writing that they are a member of a designated group when **applying**. The order of selection shall be:

first: senior qualified designated group candidate: then  
second: qualified **out-of-service** designated group candidate.

### 6.1.10.2 Positions Posted Simultaneously

- A) Positions may be posted simultaneously as designated and non-designated. Any candidate may apply for positions posted simultaneously. All Employment Equity candidates must self identify in writing that they are a member of a designated group when applying.
- B) The order of selection shall be:
  - first: senior qualified in-service designated group candidate;
  - second: qualified out-of-service designated group candidate;
  - third: senior qualified in-service candidate; then
  - fourth: qualified out-of-service candidate.
- C) The criteria for defining membership in the designated groups shall be as agreed to by the parties.
- D) The department shall provide notification to the Joint Employment Equity Committee co-chairs in the department where an Employment Equity staffing action is taking place.
- E) An inventory of designated group candidates shall be maintained by the Commission and be utilized as one of the recruitment tools for staffing purposes.
- F) Positions which are restricted to a specific designated group must meet one (1) of the following criteria:
  - 1. There is a need to increase the proportional representation of a particular designated group in the workplace in a specific geographic area as identified by the department's yearly objectives or results; or
  - 2. There is a need to represent one (1) of the designated groups, as an employee of a particular agency; or
  - 3. There is a demonstrated need for the position to serve a client group, which is predominantly made up of members of one (1) or more of the designated groups.
- G) An existing employee shall not have his active employment status terminated as result of an Employment Equity staffing action. This does not include an employee backfilling the position while the recruitment and staffing action proceeds. An employee hired to backfill a position during the recruitment and staffing action will be informed in his letter of offer of his employment status.

#### **6.1.11 Eligibility Lists**

- A) The Commission, **in consultation with the Union for representation purposes, may** establish an eligibility list of candidates who possess **the** competencies for positions with similar duties and responsibilities, where the Employer **believes** there may be recruitment in the near future.

#### **6.1.12 New Names Added to Competition**

- A) When there **is** an insufficient number of qualified applicants in a competition, new applicants added to the competition will be subject to normal staffing provisions.

#### **6.1.13 Labour Service Position Conversion**

- A) The converted position shall be posted throughout the department concerned. Only Labour Service employees who have at least one (1) year of experience in the work involved or in closely related work shall be eligible to apply. The posting shall state the name of **the** incumbent for purposes of identifying the position only.
- B) A competition will be conducted by the Commission in a manner similar to the regular staffing process.
- C) Senior qualified Labour Service *employee(s)* who apply to the competition and are not appointed to the position as a result, shall have the right to appeal **non-appointment**.
- D) Where a position is converted and there is no incumbent, the position shall be staffed in accordance with the normal staffing provisions,

#### **6.1.14 Employees Allowed Leave to Attend Interviews**

- A) Employees shall be allowed leave with pay to attend employment interviews **and/or** examinations, including **observation shifts**, conducted by the Commission or an employing agency.

#### **6.1.15 Examinations and Panels**

##### **6.1.15.1 Nature of Examinations and Panels**

- A) All employment and promotional examinations **and/or** panels shall be competitive and shall utilize an appropriate assessment technique designed to fairly test the core competencies of persons examined. The **means** or measures used to test persons may include any verbal or written test of knowledge, skill, capacity, intelligence, or aptitude; and any inquiry into the personal suitability of the candidate; or any investigation of education, experience or record of accomplishment **which** seems appropriate. No test or question in any application or examination shall be constructed to call for or lead to disclosure of any information, preferences or opinions concerning any political, religious, fraternal or racial affiliation. Any such disclosure or information revealed shall be

disregarded. When a candidate has recently passed an interview and subsequently (up to one year) applies for another position with similar duties and responsibilities, the Commission may deem an interview unnecessary. Other assessment techniques may still be required and the senior qualified process will apply.

**6.1.15.2 Employee Has Right to Counseling on Examination Results**

- A) An employee who has been examined by a staffing panel shall have the right to counseling by the Chair of the Staffing Panel with regard to their strengths and weaknesses as revealed by the results.

**6.1.15.3 Union Request for Investigation of Applicants' Qualifications**

- A) The Union representative on the Staffing Panel may request a further investigation of an applicant's qualifications. Such investigation may be in the form of:
- contacting the applicant to obtain additional relevant information;
  - inviting the applicant before the panel for a personal assessment of his qualifications; or
  - any other method as may be deemed appropriate by the panel.
- B) Such requests shall not be unreasonably forthcoming, nor shall they be unreasonably denied.

**6.1.16 Appointment of Senior Qualified Employee**

- A) The **employee** with the most service-wide seniority who has been determined as qualified for a position on promotion, transfer, or demotion shall be appointed by the Permanent Head. Subject to appeal, the Permanent Head may withhold such appointment and shall notify the Union in writing before appointing another qualified employee. The notice shall set out the reasons for non-appointment of the senior qualified employee. The Union, if not satisfied with the reasons given, may, within fifteen (15) calendar days of receipt of notification from the Permanent Head, appeal the decision by making application for an Arbitration Board. If the Arbitration Board finds in favour of the Union, the Permanent Head shall, within one (1) week of receipt of the Arbitration Board decision, appoint the aggrieved employee.
- B) In the case of multiple vacancies, the policy of appointing the senior qualified employee shall apply to the same number of senior qualified employees as the number of vacancies to be filled.

**6.1.17 Withdrawal of Qualifying for Positions**

- A) The Commission may withdraw its decision to determine an applicant to be qualified if it finds that the decision was made as a result of misrepresentation, omission or error. The Union shall be advised of such findings and will have the right to make representation to the Commission.

**6.1.18 Competition Cancellation**

- A) Competitions shall not be cancelled after applicants have had their qualifications assessed by a Staffing Panel, unless agreed to by the parties.

**6.2 Permanent Part-Time & Term Staffing**

- A) The Rehabilitation Placement Process and the Employment Equity staffing principles as set out in the Permanent Full-time staffing process may supercede the Permanent Part-time and Term staffing article.

**6.2.1 Access to Work**

- A) Where operational requirements permit, permanent part-time or term work which is determined to be available will be offered to permanent part-time employees at the same level and occupation within the work unit up to 100% of full-time hours, on a senior qualified basis prior to hiring additional employees.

**6.2.2 Permanent Part-Time Staffing**

- A) If, in accordance with Article 6.2.1- Access to Work, permanent part-time work cannot be assigned to existing permanent part-time employees, the department will review the seniority unit re-employment list and offer the position in order of seniority to a qualified employee on the re-employment list at the same level and occupation,
- B) If the work cannot be assigned in accordance with A) above, the permanent part-time position shall be **posted** within the seniority unit.

**6.2.2.1 Permanent Part-Time Staffing Process**

- A) The staffing process shall be conducted by the department and follow the same principles as the permanent full-time staffing process, but only within the seniority unit.
  1. Core competencies for any occupation will be established or amended by the Commission in consultation with the Union.



2. The Department **will** determine the competency **requirements** for recruitment, based on **the** duties of **each** position.
3. Core competency requirements shall constitute the **basis** for evaluation of the **qualifications** of any applicant for a position and will be assessed by a Staffing Panel. **The** Union shall have the right to representation at the deliberations of a Staffing Panel established to assess applicants with respect to a position within **the** seniority unit.
4. **Work filled** via posting will be filled on the basis of **most** senior qualified candidate.
5. Where the **above** process **does** not result in the **filling** of the position, qualified candidates at the **same** occupation **and level** shall be referred from the Permanent **Part-Time Service-Wide Re-**employment List maintained at the Commission,
6. If the department cannot fill the position by referrals from the Permanent **Part-Time Service-Wide Re-**employment List the position may **be** filled with any qualified person.

#### **6.2.2.2 Permanent Part-Time Re-employment Lists**

- A) A re-employment list **shall** be maintained for each seniority unit.
- Permanent Part-Time employees shall **be placed** on the list and the list shall operate in the following manner:
1. Employee names will appear on the list for their regular occupation and level in the order of highest total seniority;
  2. **Employee** names shall remain on **the** seniority unit re-employment list for three (3) **years**;
  3. **An** employee shall have the right to refuse one (1) offer of employment only within his **seniority** unit, Refusal of a second offer will **result** in the **employee's** name being **removed** from the Seniority Unit Re-employment List.
  4. **An** employee shall be allowed to submit, in writing, restrictions under which **he** is available for employment in his regular occupation and level.

#### **6.2.2.3 Reduction In Work**

- A) **Reduction** in hours of work in a **work** unit **will** be on an inverse order seniority basis wherever operational requirements permit.
- B) A Permanent **Part-Time** employee who is terminated or **has** his **hours** reduced by twenty percent (20%) or more for a period of at least two (2) months, **will** have his name placed on the Seniority Unit Re-employment List.

- C) For the purposes of determining a reduction of hours, the base hours will be the average of the employee's previous twelve (12) months.
- D) In addition, they will have their names placed on the Permanent Part-Time Service-Wide Re-employment List at the Commission. Names will remain on the list for three (3) years.

### 6.2.3 Term Staffing

- A) All Term work is subject to Article 6.2.1 – Access to Work
- B) Term appointments shall have a defined start and end date.
- C) Term work of six (6) months or more shall be posted within the seniority unit.
- D) Term work that has been posted shall not exceed twenty-four (24) months.
- E) Term work that has not been posted shall not exceed ~~six~~ (6) months.
- F) Exceptionsto D) and E) above must be agreed to by the parties.

#### 6.2.3.1 Term Employment of **Six (6)Months or More**

- A) **Work** shall be posted within the seniority unit and filled in accordance with the following:
  1. The Employer shall select in-service candidates using the senior qualified process. If there are no qualified in-service candidates, the Employer may select any qualified person:
  2. When a term position is filled from within a work unit and the backfill is **also** filled from within the work unit, the Employer may fill the third backfill with any qualified person. The Employer ~~will~~ utilize discretion when assigning work within the work unit to ensure that senior qualified employees retain employment and have access to promotions overjunior employees.
- B) Permanent Full-Time and Permanent Part-Time employees can use their seniority to accept a **lateral** transfer or demotion into a term appointment only once a year or when the term is over.
- C) 1. Upon completion of the equivalent to an initial probationary period, Term employees may use their service to compete for:
  - i) permanent positions;
  - ii) term positions, which represent a promotion;
  - iii) any term position, which commences after the completion of his current term appointment.

2. For competition purposes only, this service shall be equivalent to, and calculated on the same basis as, seniority.

#### **6.2.3.2 Employment Security**

- A) In accordance with the discretionary leave provisions, Permanent employees appointed to a term position will be granted a definite leave of absence. Permanent employees appointed to a term position shall be entitled to return to their home position, Term employees appointed to a term position shall not be entitled to bumping, severance, recall or re-employment list provisions.

#### **6.2.3.3 Reversion of Permanent Employee**

- A) Permanent employees who use their seniority to access term work shall be allowed to revert to their home position during the term by mutual agreement. Notice given by the employee wanting to revert must relate to the amount of notice (or pay in lieu) required to be given to the employee backfilling their position.

### **6.3 Labour Service Staffing**

#### **6.3.1 Posting of Vacancies**

- A) Departments will post vacancies in such manner that employees will have a reasonable opportunity to review and make application. Appointments may be made from the Rehabilitation Re-employment list prior to posting of a vacancy.
- B) When a permanent labour service position has been designated for Employment Equity staffing, the Employment Equity staffing principles, as set out in the permanent full-time staffing process, shall be followed.
- C) In-hiring level positions that do not represent a promotion to employees shall be exempted from the posting requirements. Positions identified as an in-hiring level shall be as agreed to by the parties.

#### **6.3.2 Staffing Process**

- A) Employees shall submit applications in writing within fourteen (14) calendar days of the employment posting. Immediately following the closing date of the competition, the Employer will supply the Union a list of applicants and their seniority, the time, date and location of where the applications will be reviewed, The Union shall be entitled to have a representative present during the staffing process.

#### **6.3.3 Appointments**

- A) Appointments shall be on the basis of the senior qualified candidate. An applicant's qualifications will be assessed based on the core Competencies established for the position.

- B) Appointment shall be made from Labour Service employees within the department. Permanent full-time employees who were converted from Labour Service status within the department where the posting exists, shall be eligible at this stage, utilizing their total seniority.
- C) If appointment is not made as per B) above, Permanent employees with Labour Service seniority within the department, who have submitted applications to the posting, will be considered.
- D) If appointment is not made as per C) above, the department will review applications from other Labour Service employees who have indicated an interest to move between departments, and applications from arty Permanent employee or a Term employee who has served the equivalent of a probationary period and who has submitted application to the posting, prior to making an out-of-service appointment.
- E) The name of the successful applicant shall be bulletined by the department and unsuccessful applicants notified.
- F) Where no successful applicant is determined from among the employees who have applied, and the department intends to fill the position in some other manner, the department shall notify the Union.
- G) If the Union is not satisfied with the department's selection for the position, or its intention to fill the position in some other manner, the Union may seek an explanation from the department up to seven (7) working days following notification. Following receipt of the department's explanation, if the Union objects to the department's explanation, the Union shall have seven (7) working days to grieve.
- H) These provisions shall not apply to vacancies of thirty (30) calendar days, or less, or when a position must be filled pending a permanent appointment.

#### **6.3.4 Re-employment Lists**

- A) Each department shall maintain a Department Re-employment List.
- B) Employees shall be placed on the list and the list shall operate in the following manner:
  1. **Employees shall be** placed on the list for their regular occupation and any occupation which they are deemed qualified in their own department;
  2. Employees' names will appear on the list in order of highest total seniority;

3. **The most senior employee** on the re-employment list **shall have** his name entered into competitions for his regular occupation and any occupation for which he is deemed **qualified** for within his department, Employees from the re-employment list shall be entitled to utilize their service-wide seniority for all competitions, in their regular occupation, for which they are deemed to **be** qualified;
  4. Where multiple vacancies exist the number of employees entered into the competition **shall equal the** number of vacancies:
  5. Employees on *the* re-employment list shall *be* allowed an opportunity to submit in writing a statement restricting the conditions under which they are available for employment, e.g. Occupation, classification, geographic location, equipment restrictions (patrols), *etc.* An employee may change his restrictions by written notification to the Permanent Head.
- C) The name of the successful applicant will be posted in the **same** manner as the posted vacancy *withi*n three (3) working days after the **selection**.

### **6.3.5 Transfers and Demotions**

- A) An employee wishing to transfer or demote between departments within Labour Service Sections shall apply in writing to **the** Director of Human **Resources** of the department concerned. The employee shall have his name entered into any secondary posting in the occupation **and** at the locations he has indicated. Employees utilizing **this clause** must do so on an annual **basis**.

## **Article 7 PROBATION**

### **7.1 Initial Appointment**

- A) **All employees**, except Term, shall serve a twelve (12) calendar or twenty-four (24) calendar month initial probationary period, based on **the** Following:
1. every employee working a minimum of 40% of full-time hours **shall serve** a probationary period of twelve (12) calendar months:
  2. if the employee is working **less** than 40% of full-time hours, he shall serve a probationary period of twenty-four (24) calendar months; and
  3. the employee **shall** be afforded the appropriate seniority and employment security rights of a Permanent employee on successful completion of their initial probationary period.
- B) **At the start of** their probationary period, employees **will** be advised of expectations regarding standards of performance.

- C) The initial probationary period may be **extended** by mutual agreement of the parties.
- D) Should the Employer decide to terminate the employee, the employee will be given the reasons prior to their **termination** and an opportunity to respond.
- E) An employee who promotes, voluntarily transfers or whose position is reclassified during his initial probationary period, shall complete his initial probationary period while concurrently serving a subsequent probationary period in the new position.
- F) If reclassified, the employee, at the expiration of the initial probationary period, shall be eligible for the position at the reclassified level, subject to the reclassification challenge provisions.
- G) The Permanent **Head** may **terminate** an employee's **appointment** at anytime during the initial probationary period.
- H) An employee who is notified that they have not successfully completed their initial probationary period by the **expiry** date, shall have their employment **terminated**. If the employee is not notified by the **expiry** date of the **initial** probationary period, the employee will be **appointed** to permanent status,

**7.2**            **Subsequent Probation**

- A) On subsequent appointment, the probationary period shall be six (6) calendar months for all positions in classification levels one (1) through six (6) and twelve (12) calendar months for all other positions. The probationary period may be extended by mutual agreement of **the** parties.
- B) A permanent employee shall serve a subsequent probationary **period** if she promotes.
- C) Subsequent **probationary periods** are not **required** when a Permanent employee:
  1. **involuntarily** transfers to a **position** in the same **occupation** and agency;
  2. **involuntarily** demotes;
  3. **voluntarily** demotes into a **position** in an **occupation** and **classification level** in which **he** has **previously attained** permanent status;
  4. **is** re-employed to a **position** in his former **occupation**, **classification level** and agency;
  5. **bumps**;
  6. **has his position** reclassified.

- D) **A Permanent employee may be required to serve** a subsequent probationary period in all other circumstances.
- E) An employee on subsequent appointment who has her request for job share or variable hours approved may have their probation extended as appropriate to properly assess performance but to no more than twelve (12) months.

**7.3 Probationary Evaluations During Probationary Period**

- A) Probationary evaluations shall be completed on every probationary employee or permanent employee on subsequent probation as follows:
  1. during the second and fifth months for a six (6) calendar month probationary period, or
  2. during the fifth and eleventh months for a twelve (12) calendar month probationary period; or
  3. during the fifth, eleventh and twenty-third months for a twenty-four (24) calendar month probationary period.
- B) **The Employer shall assess** performance during a probationary period for the purpose of discussing with the employee his work performance, accomplishments, strengths, as well as areas requiring development. Prior to submission to the Commission, or Department in the case of labour service, the employee shall sign all probationary evaluations. At his request, the employee shall be provided with a copy of his assessment.
- C) When an employee is to receive a probationary review that identifies a requirement for significant improvement in order to be considered for permanent status, the Employer will advise the employee that they may bring union representation. Confidentiality of work/client information must be maintained.

**7.4 Completion of Probationary Period**

- A) Upon successful completion of the initial probationary period and recommendation of the Permanent Head, the Chair shall appoint the employee to permanent status.
- B) Upon successful completion of the **Subsequent** probationary period and recommendation of the Permanent Head, the Chair shall appoint the **employee** permanent in the position.
- C) No employee shall be appointed permanent prior to expiry of the **applicable** probationary period.
- D) Labour Service **employees** shall be appointed to permanent status by the Permanent Head.

**7.5**            **Reversion - Permanent Full-Time and Labour Service**

- A) A Permanent employee in:
1. a position within the scope of this Agreement: or
  2. a position in another bargaining unit within the scope of The Act; or
  3. an out-of-scope position:
- who does not successfully complete his probationary period shall revert to the position in which he last held permanent status, at his former rate, subject to any increments that *he* would have received had he remained in that position.
- B) Notwithstanding the above, if an employee, currently serving a subsequent probationary period as a result of a promotion or voluntary transfer, was serving a probationary period immediately prior in another position and that position is **vacant**, the employee may request to revert to that position. Upon reversion, the employee shall complete the remainder of the probationary period of that position.
- C) A Permanent employee *who* is appointed from the re-employment list and does not qualify in his probationary period shall be returned to his former place on the re-employment list.
- D) A Permanent employee on probation may, upon written request to the Permanent Head, request to revert *to* his former position in his former agency at his former rate during the probationary period, subject to any increment that he would have received had he remained in that position.
- E) A Permanent employee displaced through the application of the reversion provisions shall also have the right to revert to his former position at his former rate in the salary range, subject to any increments they would have received had he remained in that position. If there is no former position, the employee shall have the right to exercise bumping rights in accordance with the bumping articles. The Reinstatement from Definite Leave provisions shall also apply.

**7.6**            **Permanent Part-Time - Failure of Probation**

- A) A Permanent Part-Time employee who fails to complete the probationary period in a new seniority unit will be offered available work for which she is qualified in her previous seniority unit. If there is no available work, she will be placed on the Permanent Part-Time Re-employment List for the seniority unit in which she previously worked. Her name will also be forwarded to the Commission for inclusion on the Permanent Part-Time Service Wide Re-employment List.



**7.7 On Movement to Permanent Status**

- A) If an employee immediately moves into:
1. the **same** position on a permanent basis: or
  2. a position in the same occupation and classification **level**, involving substantially the **same** duties and responsibilities on a permanent basis;

time spent in a term position or Temporary Assignment of Higher Duties shall be counted as accrued time for the completion of the initial or subsequent probationary period.

**7.8 Leave of Absence During Probationary Period**

- A) An **employee** who **takes a leave** of absence of more than thirty (30) consecutive calendar days during their probationary period may, at the discretion of the Permanent Head, **have** their probation extended by an equivalent period of the leave.

**7.9 Training Employees In Adult Correctional Institutions**

- A) As a condition of employment, every **employee** of an adult correctional institution shall take the correctional services induction training program relevant to their position **duties**. In addition, every corrections worker will take, or complete the competencies of, the recognized correction worker training course leading to a certificate/diploma in correctional work offered by SIAST or Aboriginal Institutions of higher education. Failure to successfully complete the relevant training will result in an employee on initial probation being terminated or a Permanent employee on probation being reverted to their former position. Probationary periods will be extended to allow the completion of the course requirements where the required modules are not available to be taken or challenged during that period.

**Article 8 SENIORITY**

**Preamble: In order to simplify the seniority processes, effective October 1, 2005 the parties agree to implement a seniority system which, for new employees, is more reflective of the employee's commencement date with the Employer. The seniority articles which follow will be changed via letter of understanding effective October 1, 2005 to reflect how seniority is earned by existing and future in-scope employees. Effective April 1, 2005 students will earn seniority (similar to labour service) for competition purposes, the detail of this process will be developed by the parties prior to April 2005 and will form part of the above noted letter of understanding.**

## 8.1

### Entitlement

- A) Employees shall possess seniority based on employment within the bargaining unit, subject to the following considerations:
1. An employee shall not acquire seniority until he passed his initial probation. At this time his seniority shall be retroactive to the commencement of his employment. An employee may acquire a maximum of two hundred and sixty (260) days of seniority per year [two **hundred and sixty-one (261) days in leap years**]. For the purpose of seniority calculation, days worked shall be all regular hours converted to days;
  2. seniority shall include the following service:
    - i) service from date of initial employment subject to completion of initial probationary period. For service prior to June 1, 1980, if there are no government records, the Employer will accept records and reasonable evidence provided by employees as approved by the Union;
    - ii) active Canadian War Service or Canadian Armed Forces Peacekeeping Service abroad - for purposes of calculating seniority, one calendar day equals .7123 working days;
    - iii) strike time;
    - iv) paid time not worked for purposes of designated holidays, vacation leave, sick leave, pressing necessity leave, family/personal leave and Union leave;
    - v) time spent on Workers' Compensation, Long Term Disability and adjudicated third party insurance claims, subject to vi) and vii) below;
    - vi) indefinite leaves of absence without pay to a maximum of ninety (90) calendar days;
    - vii) definite leaves of absence without pay for the full period of the leave;
    - viii) for definite leaves of absence prior to February 1, 1986, if there **are** no government records, the Employer will accept records and reasonable evidence provided by employees as approved by the Union.
    - ix) leaves of absence without pay for Union business for a period of up to two (2) years excepting that if the leave is for the purpose of occupying a full time **elected** SGEU position, seniority shall be granted for the **full** period of the leave;

- x) Instructional **Family employees** shall **be** credited with a full year's seniority for one hundred and ninety-seven (197) student contact days, or **equivalent** prorated seniority for a portion thereof); and
  - xi) seniority for employees with modified hours of work arrangements **will be** calculated such as to result in neither gain nor **loss** in relation to employees covered **by** the normal work **cycle**;
3. any out-of-scope employee with previous in-scope seniority shall be entitled to utilize **the** seniority with which they were credited before they **were** appointed to an out-of-scope position, to compete for in-scope competitions and be credited with that seniority upon movement in-scope.
  4. upon completion of **the** initial probationary period (or completion **of** the equivalent of an initial probationary period *for* Term employees) and upon written application, an employee who is re-employed after a break in service shall **be** credited with their previous in-scope Government service for seniority purposes;
  5. by mutual agreement the parties may enter into an arrangement which would permit **employees** within the scope of other Union agreements, to count their service for seniority;
  6. Term employees shall accumulate **seniority only** for competition purposes **based** on actual regular **hours** worked;
  7. seniority shall **be** considered as broken by reason of **any** one of **the** following:
    - i) dismissal;
    - ii) **resignation**;
    - iii) an interval of non-employment with the Employer of greater than one hundred and eighty (180) consecutive calendar days, except while on **the** re-employment list;
    - iv) continuous lay-off of a Permanent **employee** due **to** a lack of work for a period in **excess of three (3)** years (removal from re-employment list); or
    - v) failure to return **to** work within seven (**7**) calendar days of notification of re-employment **after** permanent layoff, or after an approved **leave** of absence. If the failure to report is a **result** of illness or for reasons satisfactory to the Commission it will not **be** considered a **break** in service.

## **8.2 Seniority Rosters**

### **8.2.1 Permanent Full-Time Employees**

- A) The Employer agrees to prepare and provide to the Union a seniority roster for all Permanent Full-Time employees as at **March 31<sup>st</sup>** of each year.
- B) A seniority roster by Department shall be distributed to all work places and made accessible to all employees by May **15<sup>th</sup>** of each year.

#### **8.2.1.1 Seniority Appeals**

- A) Any time between May **15<sup>th</sup>** and **July 31<sup>st</sup>** of each year an employee may challenge her seniority accumulation as listed in the seniority roster.
- B) The employee shall submit her appeal on the appropriate form to the Human Resource Branch with a concurrent copy to the Union. The appeal shall include all evidence the employee has available to support her claim.
- C) On receipt of a seniority appeal, the Commission will review all available employment records and rule on the appeal using criteria specified in this agreement.
- D) The Commission will advise the employee in writing of its decision within three (3) months of receipt, The Commission will supply a copy of the advice concurrently to the Union,
- E) Where an employee is not satisfied with the decision of the Commission she may appeal the decision to the parties of this agreement. The appeal must be made in writing to the Commission within ten (10) days of the employee's receipt of the Commission's decision. A copy of the appeal shall be supplied to the Union,
- F) On receipt of an employee's appeal, the parties will consider the information supplied plus any other information available. The parties will have access to all relevant Employer records. They will issue a written decision on the appeal to the employee. If the parties cannot agree on the employee's seniority the issue will be forwarded to arbitration.
- G) **Unless an employee provides new evidence to support their claim on a previously assessed seniority accumulation challenge, they will not be eligible to submit another appeal for the same period/time.**
- H) **All change6 resulting from appeals will be published In the next seniority roster.**

## **8.2.2 Permanent Part-Time and Term Employees**

- A) Departments will issue Permanent Part-Time and Term seniority rosters which shall **be distributed** to all department work **places** and made accessible to all employees on **May 1** and **November 1** of each year. Copies of the seniority **rosters** shall be sent to the Commission and **the** Union.

### **8.2.2.1 Seniority Appeals**

- A) An employee may challenge her seniority accumulation **as listed** in the seniority **roster** anytime between **May 1** and **June 30** or November 1 and December 31 of **each** year.
- B) The employee shall submit her appeal on the appropriate form to the Human Resource Branch with a concurrent copy to **the** Union. **The appeal** shall include all evidence **the** employee has available to support her claim.
- C) Where an **employee** is not satisfied with the decision of the Department she may Further appeal the decision to the Union which will have the final authority on verifying **an** employee's claim for any time in question.
- D) **Unless an employee provides new evidence to support their claim on a previously assessed seniority accumulation challenge, they will not be eligible to submit another appeal for the same period/time.**
- E) **All changes resulting from appeals will be published in the next seniority roster.**

## **8.2.3 Labour Service Employees**

- A) Seniority rosters **shall be prepared** by departments and **posted** at **all employee** headquarters in August of each year. Seniority shall **be** calculated to the end of the pay period containing **July 31**.

### **8.2.3.1 Seniority Appeals**

- A) An **employee** may appeal his seniority up to sixty (60) calendar **days** of the roster being posted.
- B) The employee shall **submit** his appeal on the appropriate form to the department Human Resources Branch concurrent with a copy to the Union. The appeal shall include all evidence the employee has available **to** support his claim.
- C) Where the employee is not satisfied with the decision of the department, he may further appeal the decision to **the** Union which will have the final authority on verifying an employee's claim for **any** time in question.

- D) **Unless an employee provides new evidence to support their claim on a previously assessed seniority accumulation challenge, they will not be eligible to submit another appeal for the same period/time.**
- E) **All changes resulting from appeals will be published in the next seniority roster.**

**Article 9 HC OF WORK**

**9.1 General Provisions**

**9.1.1 Rest Periods**

- A) Shift employees shall be entitled to two (2) fifteen (15) minute ~~rest~~ periods in each eight (8) hour shift. Other employees shall be entitled to a morning and afternoon rest period of fifteen (15) minutes each. An employee working less than full-time daily hours, shall be entitled to a fifteen (15) minute rest period for each continuous period of three and one-half (3½) hours worked in a day.
- B) Rest periods shall be scheduled to meet ~~the~~ needs of the agency.

**9.1.2 Travel Time**

- A) All travel time authorized by management will be considered as part of hours worked. Should an employee be unable to get prior authorization for the purpose of travel time, authorization may be given retroactively by management.

**9.2 Permanent Part-Time and Term Employees**

- A) Permanent Part-Time and Term employees shall work hours as assigned by management and shall be subject to the hours of work arrangements in this agreement. The hours of work arrangements are not a guarantee of work. When Permanent Part-Time and Term employees are assigned to work 100% of full time hours, the Employer will schedule an Earned Day Off (EDO) every two or three weeks, based on hours of work designation, during the period of the 100% assignment.
- B) **Permanent Part-Time employees scheduled to work shall be given two (2) hours work or pay in lieu, at regular rates, if management is aware that work will not be available on that day and fails to notify the employee prior to the normal starting time and the employee reports for work.**

**9.3 Permanent Full-Time Employees**

**9.3.1 Management to Establish Two (2) or Three (3) Week Work Cycle**

- A) Management shall establish the two (2) *or* three (3) week work cycle and approve employee work schedules and EDOs before they become effective. Where work permits, employees will normally be granted two (2) consecutive days of rest per **week** and where possible **they** will be Saturday **and** Sunday.

**9.3.2 Special Hours of Work and Shift Arrangements**

- A) The hours of work provisions may be altered by mutual agreement of the parties to provide greater flexibility and service delivery.

**9.3.3 Office 5-4 (72 Hours per 2 week Cycle)**

- A) Employees **shall** work eight (8) hours **per** day (72 hours per 2 week cycle). The hours of work shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. with a **one** (1) hour lunch break taken between 12:00 p.m. and 1:00 p.m. **By** mutual agreement at the local **level**, **the** lunch break may be **taken** between 11:00 a.m. **and** 2:00 p.m. Saturday and Sunday shall **be** designated as days of rest.

Employees may request and the Employer **may** approve flexible start and stop times and **lunch breaks**. Lunch breaks shall be a **minimum of** one-half ( $\frac{1}{2}$ ) hour.

**9.3.4 Modified Office Work Pattern – 5-5 Two Week Cycle**

- A) Office employees may choose **during the following option periods: the first day of the pay period that includes April 1 and the first day of the pay period that includes October 1, for the below modified hours of work arrangement.** Once this choice **has** been exercised, the employee **will** remain on the modified hours of work arrangement **until the end of that option period**, at which time the employee may choose to revert to the normal office hours of **work**.

1. Employees shall work Monday through Friday - 8:30 a.m. to 5:00 p.m. with a **one** (1) hour and eighteen (18) minute lunch break (7.2 hours per day).
2. Employees **may** request and management may approve flexible start and stop times in accordance with **the** following provisions:
  - i) employees shall work core hours which are 8:30 a.m. to 4:00 p.m. **Monday** through Friday;
  - ii) employees shall not start earlier than 7:30 a.m. nor finish later than 5:00 p.m. unless authorized **by** management; **and**

iii) employees shall take a minimum forty-eight (48) minute lunch break between 12:00 p.m. and 1:00 p.m., except by mutual agreement at the local level, the lunch break may be taken between 11:00 a.m. and 2:00 p.m.

3. Management shall, based on the work requirements, determine whether employees may exercise their option on a work unit or individual basis,

**9.3.5 Regulated 5-4 (72 Hours per 2 Week Cycle) and 5-5-4 (112 Hours per 3 Week Cycle)**

A) Employees shall work a five (5) day week with an earned day off (EDO) every two (2) or three (3) weeks based on their hours of work designation. A day shall consist of eight (8) hours worked and the work days in a week shall be consecutive. By mutual agreement at the local level, this requirement may be waived to build greater flexibility into shift arrangements.

**9.3.5.1 Altered Work Pattern – Eight (8) Hours per Day**

A) The following may be altered by mutual agreement at the local level:

1. daily on and off duty times for each shift;
2. length of time to be spent on each tour of duty;
3. order of rotation through various tours of duty;
4. regular assigned days of rest; and
5. fixed tours of duty.

When a work pattern is altered and does not have an affect on the administration of any of the contract benefits, it may be signed off at the local level (i.e. eight (8) hour days in a 7-3, 7-4, 7-2, 7-5 shift rotation). Any change to the definition of a day requires the agreement of the parties.

**9.3.5.2 Modified Work Patterns In Excess of Eight (8) Hours per Day**

A) A modified hours of work arrangement may be instituted by mutual agreement at the local level. Any agreement reached at the local level must be approved by the parties prior to implementation. Such agreement shall be in accordance with LOU 98-6 and include the following:

1. the duration of an averaging period in which the number of hours to be worked at straight time must equal eight (8) times the number of working days in the period less eight (8) hours for each designated holiday and scheduled EDO which fall's within the period;



2. the number and pattern of **days to be worked at straight time** within **the** averaging period;
3. the number of hours per day to **be** worked at straight time;
4. the **daily** on and off duty times;
5. the assigned days of rest, provided that **an** assigned day of rest shall not **be** scheduled to fall on a designated holiday. For the purpose of calculating the number of assigned days of rest **the** following calculation shall apply:
  - i) one **(1)** first day of rest for each Saturday included in the averaging period;
  - ii) one **(1)** second day of rest for **each** Sunday included in the averaging period.
6. the day which **shall** be observed as the designated holiday; and
7. additionally, for shift **employees** only:
  - i) length of time to **be** spent on each tour of **duty**;
  - ii) order of rotation through various tours of duty;
  - iii) **fixed** tours of duty.

### **9.3.6 Field**

- A) The hours of work for all field employees shall be averaged on the basis of eight **(8)** hours multiplied by the number of normal working days in each four **(4)** week averaging period, and **shall be** unregulated within any working day or series of working days. The number of hours to **be** worked in each averaging period shall be reduced by eight **(8)** hours for each scheduled EDO which falls in that averaging period and by eight **(8)** hours for each designated holiday in the averaging period.

### **9.3.6.1 Partial Averaging Period - Field Hours of Work**

- A) **For a field employee who commences** on a **day** other than the first day of the averaging period or **who** terminates on a **day** other than the **last** day of the averaging period, the number of hours to **be worked** at straight time during that averaging period **shall be** determined on the basis of eight (8) hours multiplied by **the** number of normal working days in the partial averaging period **less** eight (8) hours for each designated holiday and **scheduled** EDO which falls in that period.

**9.3.6.2 Leave With Pay In Averaging Period- Field**

- A) For the purpose of pay calculation, approved leave with **pay** shall be included as hours worked in the averaging period subject to the following:
1. in no event shall the number of hours included as actual hours worked exceed a maximum of eight (8) hours per day;
  2. in the event an employee has worked a partial day, the maximum number of hours which will be included as hours worked shall not exceed that number of hours required to bring about a **combined** (hours worked plus approved **leave** with pay) maximum of eight (8) hours per day; and
  3. the foregoing shall have no application if the employee was not scheduled to **work** on any such day.

**9.3.6.3 Leave Without Pay In Averaging Period- Field**

- A) Leave without **pay** shall not be included as hours worked in the averaging period.

**9.3.7 Instructional Family**

- A) Trades Instructors, Teacher Therapists, Correspondence School Teachers, and Instructor Aides shall work unregulated hours in any working day or series of working days within a one hundred and ninety seven (197) day school **year** in accordance with LOU 98-07.

**9.3.8 Labour Service**

- A) As contained in each Labour Service Section and LOU 98-13.

**9.3.9 Engineers in Training**

- A) Engineers in training shall work field hours and shall be assigned duties and responsibilities by Management. They shall be **subject** to **transfer** and movement within the department or agency to facilitate their learning **process** and may be required to work at various **work** locations throughout **the province**.

**9.4 Earned Days Off (EDO) – Permanent Full-Time and Labour Service Employees**

- A) Employees working **thirty-six (36) hours** per week shall have one EDO every two weeks. Employees working **thirty-seven and a third (37 1/3) hours** per **week** shall have one EDO every three (3) weeks. Both shall be subject to the following:
1. office employees EDOs shall normally be **taken** on Friday, or Monday. At the **employee's** request and **by** mutual agreement locally, EDOs may be taken on any day of the **week**;

2. wherever **possible** EDOs for regulated thirty-six (36) and thirty-seven and a third (37 1/3) hour **employees** shall be taken adjacent to **days** of rest **except** where they **may be rescheduled** by mutual agreement;
3. EDOs shall not alter the **employee's** regular days of rest;
4. there shall **be** no claim for sick leave when an employee is ill on an EDO;
5. employees on sick leave, vacation leave, educational leave, or other approved leave, with or without pay, shall **resume** their normal work **cycle** when they return to work. There shall **be** no accumulation of an employee's EDOs that would have **been** taken during the period of the leave;
6. while on sick leave or vacation leave, the number of days charged **against** the **employee's** sick or **vacation** leave **shall not** include his EDOs during that period;
7. When an employee is authorized to attend a training course that **falls on** his EDO, and does not involve a leave of absence, the employee can **request that the EDO be banked (subject to 9. below) and management will either grant the request or by mutual agreement reschedule the EDO.**

**When an employee is directed to attend a training course that falls on his EDO, and does not involve a leave of absence the employee can request to bank the EDO at one and one-half times (subject to 9. below), or receive pay at one and one-half times the employee's hourly rate of pay.**

8. EDOs that fall on a designated holiday shall **be** rescheduled to the preceding or next following working **day** by mutual agreement:
9. upon request, all **employees** except field, shall **be** permitted to bank a maximum of five (5) EDOs on a non-cumulative basis, to be used in that fiscal year, **by** local mutual agreement:
10. upon request, employees shall be permitted **to** use a partial EDO **by** local mutual agreement.

## **9.5 Special EDO Provisions**

### **9.5.1 Field Employees**

- A) The following special provisions may **be** implemented by mutual agreement at the local level:
  1. notwithstanding the above, scheduled EDOs shall **be** worked and accumulated at straight time **rates**;

2. the duration of the **period** during which EDOs are to be worked and accumulated **will** be established by **mutual** agreement provided that the period shall not exceed six **(6)** months;
3. **any** scheduled EDOs worked for the **purpose** of accumulation shall not **be** included **as** actual hours worked in the averaging period for the calculation of overtime entitlement:
4. accumulated EDOs shall be taken by mutual agreement at the local **level** provided that **they fall** within the three (3) month period immediately following the expiration of the accumulation period **as set** out in (2) above;
5. in the event mutual agreement is not reached as set out in **(4) above**, management shall **direct when the** days are to **be** taken in accordance with the three (3) month provision:
6. in the event that mutual agreement is not reached at the local **level as** provided for in **(4) above**, and management does not direct when the accumulated earned **days** are to be taken **as** provided for in (5) above, the accumulated EDOs not taken will be paid out at the rate of time and one-half for each EDO, based on **the** employee's rate of pay in effect at the time of the expiration of the accumulation period **as set** out in (2) **above:**  
**and**
7. the duration of the averaging period shall be considered expired if an employee **is** dismissed, resigns, promotes, demotes, transfers or is on **an** approved **leave** of absence without pay or lay-off for a period of **three (3)** calendar **weeks** or more. The ~~EDO~~ accumulated in that period in time shall be paid out at **one and one-half (1½) times the employee's regular hourly** rate of pay for each EDO based upon **the** rate of pay in effect at the time of the expiration of the averaging period, as set out in this provision.

#### **9.5.2 Correctional Institutions Correcttoms Workers**

- A) Management may **require** an employee, entitled to an EDO, to work on **that** day. Days shall **be** accumulated and scheduled to be taken at a later time. If the accumulation reaches ten **(10)** days, time shall be paid out at one and one-half (1½) times the **employee's** regular rate of pay.
- B) Any EDOs worked and accumulated **shall not be** included **as actual** hours worked **for the** purpose of determining overtime entitlement in **the** work cycle.

#### **9.5.3 Engineering Technicians, Engineering Assistants and Assistant Project Managers, Back Hoe Operators and Checkers**

- A) Management shall set out periods of time during which scheduled EDOs **shall be** worked and accumulated at straight time rates;

- B) **Periods** of accumulation shall be for a minimum three (3) **weeks** duration and a maximum of eleven (11) **months** in any one year, beginning on April 1 and ending on March 31 of the following year;
- C) Accumulated EDOs will **be** taken by mutual **agreement** prior to the twelve (12) month period ending March 31 in the year of accumulation:
- D) In the event mutual agreement is **not** reached, accumulated EDOs will be taken as assigned by management;
- E) In the **event** the accumulated days cannot be taken they will **be** paid out at one and one-half (1½) times the employee's regular **rate** of pay.

**9.6 Hours of Work Designations**

- A) The hours of work for positions with multiple designations will **be** based on the **nature** of the work and the type of services provided. **The Employer's** decision to change the hours of work designation will be based on operational requirements that can be demonstrated to **the** Union and the change **will** be for a minimum period of three (3) months. The Union will **be** provided notification **before** any change in designation.
- B) The hours of work arrangements for all occupations are shown in Appendix B.

**Article 10 JOB SHARING AND VARIABLE HOURS**

- A) A job **share** or variable hours of work arrangement is not intended to increase or decrease **work** load in a position. In establishing an arrangement, it is expected that the regular workload for the position will **be maintained**.
- B) If **as** a result of a job share or variable hours of work arrangement, the Employer **reassigns** duties and subsequently chooses **to** have the position's classification **level** reviewed, the **Employer** will, prior to commencing such review, inform **the** Union **and** the employee.

**10.1 Definition**

- A) Where operationally feasible, job sharing and variable **hours** of work arrangements are intended to provide Permanent Full-Time employees with an opportunity to balance their hours of work with their personal **needs**.
- B) **Job** sharing is the voluntary sharing of a permanent full-time position in a structured manner by more than one (1) person, one (1) of whom is **the** permanent incumbent of the position. Job sharing requires that another employee be appointed to backfill the remaining portion of the position.

- C) Variable hours is the voluntary reduction by a Permanent Full-Time employee of his hours of work. Variable hours does not require a backfill be appointed and ensures the **employee's** rights to the permanent full-time position. Variable hours will apply to situations where a job sharing arrangement involving a backfill is not reasonable (e.g.: specialized type of job, too few hours made available for backfill, etc.).
- D) The permanent incumbent may request to reduce their hours of work in the job sharing or variable **hours** of work arrangement to a minimum of **fifty** percent (50%).

**10.2 Initiation and Approval Process**

- A) Employees on **Initial** probation are not eligible to apply for job share or variable **hours** of work arrangements.
- B) Requests to establish a job share or variable hours of work arrangement **can** only be initiated by **either** the permanent incumbent of a position or an **incumbent [who is permanent and] on a subsequent probation** through an application to his immediate supervisor. **The incumbent on subsequent probation is subject to Article 7.2E).**
- C) Management **will review the** feasibility of a request against operational needs, including impact on client service delivery and workloads of other staff within the work unit. Approval of requests will not be unreasonably denied.
- D) **Management approved** requests must **also** be forwarded to the Union for approval.
  1. For job sharing arrangements, **the** department may assume approval of the Union pending receipt of the formal authorization. The Union will provide written notice of approval to the department within three (3) months of receipt of the application.
  2. Variable hours of work arrangements will be reviewed by the parties on a **case** by case basis. The arrangement cannot commence until such time **as** both parties have approved the request. The Union will provide written notice of approval to the department within thirty (30) days of receipt of the application.

**10.3 Duration, Renewal and Termination**

- A) The first term of an approved job sharing or variable hours of work arrangement shall be in place for a minimum of three (3) months and shall not exceed twelve (12) months. The permanent incumbent will commence the approved hours of **work** arrangement on the first working day of a pay period.

- B) Permanent Full-Time employees may request renewal of existing job share or variable hours of work arrangements as follows:
1. Job Share:
    - i) no change in original terms – thirty (30) days prior to termination, employee provides renewal request, in writing, to both the department and the Union. Approval is automatic **unless** notified within thirty (30) days of receipt of request;
    - ii) change in original terms – thirty (30) days prior to termination, employee provides department with **new** job share application. Department will follow Initiation and Approval Process as set out in Article 10.2 above.
  2. Variable Hours:
    - i) no change in original terms – all variable hours of work arrangements will be annually reviewed by **the** department and the Union. Thirty (30) **days** prior to termination, employee provides renewal request, in writing, to both the department and the Union. A copy of the original approved application shall be attached **to** the renewal **request**. Employee will be notified of the decision within thirty (30) days of receipt of request:
    - ii) change in original terms -- thirty (30) days prior to termination, employee provides Department with variable hours application. Department will follow Initiation and **Approval Process** as **set** out in Article 10.2 above.
- C) In the absence of a request to renew, an existing arrangement will terminate at **the** end of the agreed to term. **The** Permanent employee, or the department, on thirty (30) working **days** written notice (or in the **case of** a Term employee backfilling **the** position, notice in accordance with Article 20.3.3 A) 5, if applicable) may terminate an agreement. Notice to terminate will **be** concurrently provided to the employee backfilling the position (if applicable) and the Union. By mutual agreement of the parties, the notice period to terminate the job share may **be** shortened,

#### 10.4 **Staffing Backfill of Job Share Arrangement**

- A) The backfill of a job **share arrangement** will be staffed in accordance with the Term Staffing Process.
- B) If the successful candidate is another Permanent Full-Time employee, he shall apply for a definite leave of absence. An employee may request to work the remaining hours of his home position **as well as** the job share backfill. If approved, the department will not **be** required to post **the** hours the permanent incumbent is working. In these circumstances, the employee must be appointed to two (2) separate **term** appointments.

- C) If the successful candidate is a permanent Labour Service employee, he may apply for a definite leave of absence.
- D) If employment of an employee backfilling the job share arrangement terminates prior to the end of the term, the permanent incumbent may be required to resume working full-time hours pending staffing of the backfill appointment. Staffing process for the backfill appointment will be initiated as soon as possible. Consideration should be given to the Permanent employee's circumstances to allow for the employee to make appropriate arrangements prior to returning to their regular full-time hours.

#### **10.5 Reversion Rights**

- A) On termination of the job share or variable hours of work arrangement, the Permanent employee initiating the arrangement will revert to full-time hours of the position occupied. The employee backfilling the position will be governed by the Term Employment provisions.

#### **10.6 Conditions of Employment**

- A) Permanent employees in a job share or variable hours of work arrangement shall retain all benefits accumulated prior to the commencement of the arrangement.
- B) Vacation leave - will be earned and expended on a pro rata basis (e.g.: employees entitled to fifteen (15) days vacation working 50% of work hours for one (1) year would receive 7.5 days paid vacation leave).
- C) Sick Leave - will be earned and expended on a pro rata basis (e.g.: employees working 50% of work hours for twelve (12) months would earn 7.5 days paid sick leave).
- D) Seniority - will be earned as if working full-time.
- E) Increments - where applicable, will be earned in accordance with provisions set out for Term employees.
- F) Designated Holidays - are paid for in the bi-weekly salary and are included in the reduced bi-weekly salary at the appropriate percentage.
- G) Hours of Work – to determine appropriate number of hours to work in the averaging period the following formula applies:

Number of full-time hours available to be worked in averaging period less (-) eight (8) hours for each scheduled EDO and each Designated Holiday in the averaging period multiplied (x) by percentage (%) of job share or variable hours of work arrangement equals (=) the number of hours to be worked in the averaging period.



**Examples: 50% job share/variable hours of work arrangement.**

Office 5-4

80 hours	(2 week averaging period)
- 8 hours	(1 EDO in the averaging period)
- 8 hours	(Designated Holiday)
<hr/>	
64 hours	
x 50%	(Hours of Work Arrangement)
<hr/>	
32 hours	(To be worked in the averaging period)

**Field**

160 hours	(4 week averaging period)
- 16 hours	(Assumes 2 EDOs in the averaging period)
- 8 hours	(Designated Holiday)
<hr/>	
136 hours	
x 50%	(Hours of <b>Work</b> Arrangement)
<hr/>	
68 hours	(To be worked in the averaging period)

- H) Earned **Day Off** - employees will continue to **take** Earned **Days Off** within the job share arrangement.
- I) Overtime – **as** set out in the **Overtime** provisions.
- J) The permanent incumbent in a job share **or** variable hours of work arrangement will not **be** required to work regular hours in **excess** of the agreed upon **reduced hours** of the work arrangement.
- K) Terms and conditions of employment of the employee backfilling the job sharing arrangement will be set out in the Term Employment provisions.

**10.7**

**Pensions, Group Life Insurance, Dental and Extended Health Care Plans**

- A) Public Service Superannuation Plan (Old Plan) - **employee** will **make** Contributions relative to time worked.
- B) Public **Employees** Pension Plan (**New Plan**) - **employee** will **make** contributions relative to **time worked** which the **Employer matches**.
- C) Group Life **Insurance** - coverage of previous full-time salary (**subject** to any retroactive increases) for a maximum of two (2) years.
- D) Dental and Extended Health Care Plans - coverage will be provided in **accordance** with the terms and conditions of the respective plans.

Article 11 **OVERTIME**

11.1 **Hourly Rates –Conversion Formula**

- A) Hourly **rates** shall be calculated on the basis of the following formulas:

$$5 \text{ day} - 37 \frac{1}{3} \text{ hours} = \frac{\text{bi-weekly rate}}{74.666}$$

(51514 work cycle)

$$5 \text{ day} - 36 \text{ hours} = \frac{\text{bi-weekly rate}}{72.0}$$

(514 work cycle)

$$\text{Instructional Family} = \frac{\text{bi-weekly rate}}{72.0}$$

11.2 **Overtime Must Be Authorized**

- A) A designated official must authorize overtime in writing. Verbal authorization may be given in emergent situations followed by written authorization on the next working day. The number of hours worked shall be signed off by a designated official and forwarded for payment.

11.3 **Overtime within the Averaging Period**

- A) Overtime shall not be included as time worked for the purposes of the employee's averaging period except when taken as time in lieu. Number of hours eligible to work, must be reduced by the number of hours taken as time in lieu.

11.4 **All Employees Except Field**

11.4.1 **On a Regular Work Day**

- A) Payment shall not be made for overtime under one-half ( $\frac{1}{2}$ ) hour. Payment shall be made at one and one-half ( $1\frac{1}{2}$ ) times the employee's hourly rate for the first four (4) hours worked and at double time for all hours worked above four (4) on that day.

11.4.2 **On Assigned Days of Rest**

- A) An employee who is required to work on her regularly assigned days of rest, shall be paid at the rate of double time for all hours worked on that day, with a minimum two (2) hour guarantee at overtime rates.

11.4.3 **On Scheduled Earned Days Off**

- A) Employees shall receive overtime at one and one-half ( $1\frac{1}{2}$ ) times their regular rate for all hours worked on a scheduled EDO except when banking the EDO.

**11.5**            **Field Employees**

**11.5.1**            On a Regular Work Day

- A) All field employees shall receive pay at one and one-half (1½) times their regular rate for all hours worked in excess of the hours to be worked at straight time within the averaging period and after eleven (11) hours in a day. The parties may waive this provision as appropriate.

**11.5.2**            On an Assigned Day of Rest

- A) A field employee will be assigned one (1) day of rest per week. An employee *who* is required to work on her assigned day of rest shall be paid at the rate of double time for all hours worked in that day, with a minimum of two (2) hours guaranteed at overtime rates. The parties may waive this provision as appropriate.

**11.6**            **Time In Lieu of Overtime (TIL)**

- A) At the request of the employee, management may grant time off at the appropriate premium rate at a mutually acceptable time in lieu of payment for overtime worked. If such time off in lieu cannot be taken by the end of the fiscal year, an employee shall be eligible to carry over a maximum one hundred and twenty (120) hours to the next fiscal year. An employee shall be paid out for all hours in excess of one hundred and twenty (120) hours at the end of each fiscal year. Employees may also request pay out of accumulated TIL.

**11.7**            **Phone Calls After Hours**

- A) An employee who after she has left her place of work, receives a phone call from management, or designate, after work, which does not involve a return to her place of work, shall be paid for each hour or portion thereof worked or for a minimum of one-half (1/2) hour at appropriate overtime rates. Notwithstanding the above, an employee called more than once in the one-half (1/2) hour period shall not receive any further overtime until the one-half (1/2) hour period has elapsed.

**11.8**            **Instructional Family**

- A) Employees in the Instructional Family who are assigned to work in excess of one hundred and ninety seven (197) days in a school year shall be paid at a rate of one, one hundred and ninety seventh (1/197) of their annual salary for each day assigned in accordance with LOU 98-07.

**11.9            Standby Compensation**

- A) Standby shall mean a period during which an employee is not at work and is assigned to be on call and be immediately available to return to work. In no case shall such assignment be less than one (1) hour. Standby pay will be paid at a rate of twelve (12) dollars for each eight (8) hour period, or portion thereof.

**11.10          Call Backs for Overtime**

- A) After having left her place of work, an employee who receives a call back and returns to work shall be paid at overtime rates for all hours worked, subject to a minimum of two (2) hours at overtime rates, as set out in the pay schedules and overtime articles in this agreement.
- B) Notwithstanding the above, an employee called out more than once during the two (2) hour period shall not receive any further overtime until the two (2) hour period has elapsed.
- C) An employee called out to return to work shall be reimbursed at the kilometre allowance as per the use of private vehicle provisions with a minimum of \$1.00.
- D) This article does not apply to Field employees unless the call back is for overtime, which occurs only if the employee has worked more than eleven (11) hours in a day.

**Article 12    TEMPORARY ASSIGNMENT OF HIGHER DUTIES**

**12.1           Eligibility Criteria**

- A) Eligibility Criteria for Temporary Assignment of Higher Duties are as follows:
  - 1. the temporary assignment of an employee to perform the duties of another position classified at a level having a higher maximum hourly rate of pay than the classification level of his/her home position;
  - 2. the temporary assignment of new duties to an employee in his/her position, the result of which warrants a classification level having a higher maximum hourly rate of pay than the classification level of his/her home position.
- B) When an employee is temporarily assigned new duties in his home position for a short or undetermined period of time, the new duties shall be submitted to the Commission on the prescribed form. If the new duties warrant a higher classification level the employee shall be eligible for compensation at the higher level from the day the new duties were assigned.

## 12.2 Administration

- A) If management is aware at the beginning or, anytime during the first ninety (90) days of the temporary assignment, that it will continue for more than ninety (90) continuous **days**, the provisions of temporary assignment of more than ninety (90) days shall apply effective the first day it is known the assignment will continue for **more than ninety (90) days**.
- B) The following rules for hours of work and payment, shall apply to Permanent **employees** performing temporary assignment of higher duties:
1. employees shall work the hours of work designated for the position of the temporary assignment of higher duties;
  2. there **shall be** no change to the employee's home work cycle or earned day **off** entitlement prior to the employee completing that cycle, at which **time** the employee shall enter into the work cycle and earned day **off** entitlement of the temporary assignment **of** higher duties position. On completion of the temporary assignment of higher duties, the employee **shall** immediately return to the work cycle of his home position. There **shall** be no prorating of the earned day **off** entitlement when entering into the temporary assignment of higher duties work cycle or when returning to the home position work **cycle**;
  3. when the assignment to a position with a higher classification **level** involves a partial pay period, the employee will receive any overtime earned in the home position in addition to **her** normal **bi-weekly** salary in the home position. For the purpose of this provision only, a field employee will be entitled to overtime in **her** home position, **based** on the number of hours actually **worked** in **excess** of the hours scheduled to be worked that averaging period **less** eight (**8**) times the number **of** days worked in the temporary assignment of higher duties position during that averaging period;
  4. overtime entitlement in the temporary assignment of higher **duties** will be **subject to the overtime** provision pertaining to the temporary assignment of higher duty designation only: and
- C) Term employees will be eligible for salary maintenance subject to the minimum of the higher salary range.

## 12.3 Temporary Assignment for 90 Consecutive Days or Less

- A) An employee in a position that has been assigned a classification **level** on temporary assignment of higher duties shall receive premium payment for each **day** of assignment including days of approved paid leave.

- B) Subject to Article 12.2 C) for Term **employees** payment will be at an hourly rate which provides for an increase of five percent (5%) over the **employee's** current hourly rate, adjusted for change in hours of work where required. If *the* increase of five percent (5%) produces an hourly rate below the minimum of the range for the temporary assignment position, the salary shall **be adjusted** to the minimum of the range. In no case shall the hourly **rate be** more than the maximum of the range for the higher classification level.
- C) An employee, while in a position **subject** to temporary assignment of higher duties shall be eligible to receive increments and economic adjustments in his **home class** and **the** supplementary payment for the temporary assignment of higher duties shall be recalculated **on the** revised salary.
- D) Employees required to perform the duties of another employee who is on an earned day off shall not receive temporary assignment of higher duties premium for such work.

**12.4 Temporary Assignment of Higher Duties for More Than Ninety (90) Consecutive Days**

- A) **The** original term of a temporary assignment of higher duties shall not exceed one (1) year unless **agreed to by the** Union.
- B) An employee in a position that has been assigned a classification **level on** temporary assignment of higher duties shall receive payment for each day of assignment, including **days** of approved paid leave.
- C) **Subject to** Article 12.2 C) for **Term** employees, the employee's salary and increment date on temporary assignment of higher duties *for more* than ninety (90) continuous **days shall be as** per the promotion articles.
- D) Employees shall **be** eligible to earn increments in the higher temporary assignment classification.
- E) **On** reversion to his home classification level the employee's salary rate will be **calculated** on the basis of the increments he would have earned during the period of the temporary assignment.
- F) A permanent **employee** or a term employee **who has acquired** service for competition purposes, who has served in a **TAHD** assignment for the equivalent of a **subsequent** probationary period **For the** **TAHD** level will upon subsequent appointment to another position, or **permanent reclassification**, immediately following **TAHD**, be entitled to the appropriate salary administration rules (e.g. promotion, demotion, transfer or salary maintenance) based **on the** **TAHD** salary rate.

- G) While on temporary **assignment** of higher **duties** of more than ninety (90) consecutive days, an employee **eligible for a pay adjustment, shall receive the increase to the salary rate in the range for the higher classification level. On reversion to his home classification level, the employee's salary rate will be recalculated based on any pay adjustments he would have received during the period of the temporary assignment.**

**12.5 Temporary Assignment of Higher Duties to an Out-of-Scope Position**

- A) When an in-scope employee is temporarily assigned higher duties to an out-of-scope position, the employee continues to pay Union **dues**, accrue seniority and retain **all** rights conferred by this Collective Agreement.
- B) In-scope **employees** temporarily assigned higher duties to an **out-of-scope** position shall **work** such hours as assigned by management. **The employee will be** entitled to a total of twelve (12) scheduled days off **per** fiscal year earned on a **pro-rata** basis. This time is to be taken at times authorized **by** the Employer, but must be taken prior **to the employee** returning **to his home position.**
- C) Subject to the assignment being a minimum of seven (7) consecutive working days following **the** employee completing the **home** position cycle, entitlement to scheduled days off shall be calculated **as follows:**
1. number of full working **days** x .0462 (12 ÷ 260);
  2. the resulting product shall **be** rounded up to the nearest half day;
  3. compensation shall be paid as per the temporary assignment provisions.

**Article 13 DESIGNATED HOLIDAYS**

- A) Designated holidays with **pay shall be** **New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and one (1) additional day per year** as agreed to by the parties.

**Floating holiday for 2005 – Friday, July 29, 2005.  
Floating holiday for 2006 – Friday, June 30, 2006.**

**13.1 Special Provisions**

**13.1.1 Permanent Full-Time and Labour Service Employees**

- A) Employees **whose** regular **weekly** days off are Saturday and Sunday **on** a permanent basis (including field employees for the purpose of **this** clause), **the** following rules shall apply:

1. when a designated holiday falls on Sunday, the following Monday shall be deemed to be a holiday in lieu thereof;
  2. when a designated holiday falls on Saturday, the Employer shall designate another working day, either the preceding Friday or the following Monday, to be observed as the holiday in lieu thereof, or as agreed to by the parties.
- B) For shift employees whose regular weekly days off are not Saturday and Sunday on a permanent basis, designated holidays shall be non-transferable. When a designated holiday falls on a day of rest, and the employee does not work on that day, he shall be granted an additional day off.

### **13.1.2 Permanent Part-Time and Term Employees**

- A) Employees will be paid five percent (5%) of regular earnings for each pay period in lieu of pay for designated holidays not worked. Earnings for this purpose shall not include vacation leave pay but shall include shift differential.

### **13.2 Working on a Designated Holiday**

#### **13.2.1 Employee Required to Work on a Designated Holiday**

- A) An employee required to work on a designated holiday shall be entitled to their regular pay plus one and one half (1½) times their regular pay for each hour up to the normal hours they work. This shall be paid out or may be taken as time in lieu by mutual agreement at the local level.

#### **13.2.2 Overtime Work**

- A) An employee who is required to perform overtime work on a designated holiday shall be paid at the rate of two and one-half (2½) times their regular pay for each hour in excess of normal hours they work or granted time in lieu at the premium rate.

### **13.3 Working on a Designated Holiday Falling on a Day of Rest**

- A) When a designated holiday falls on an employee's assigned day of rest, and the employee is required to work, she shall be compensated in addition to her regular pay at a rate of time and one-half (1½) for hours worked and given a day off in lieu of the assigned day of rest.

### **13.4 Regular Pay Defined**

- A) Regular pay is defined as follows:
1. Permanent Full-Time employees: total bi-weekly salary (includes payment for Designated Holidays);



2. **Labour Service employees: 8 hours at straight time for each Designated Holiday in the pay period;**
3. **Permanent Part-Time and Term employees: 5% of regular earnings for each pay period in lieu of pay for Designated Holidays not worked.**

**13.5 Shifts Overlapping Two (2) Days**

- A) In the case of a shift worker that works an overlapping shift which begins on one day and ends on the next shall, for credit purposes of the designated holiday, be paid on the basis of a full shift to the employee that has the majority of the shift falling on the designated holiday.

**13.6 Averaging Periods**

- A) Employees' averaging periods will be reduced by eight (8) hours or the number of hours worked in a normal day for each designated holiday within the averaging period.

**Article 14 PAY ADMINISTRATION**

**14.1 General Provisions**

**14.1.1 Equal Pay for Work of Equal Value**

- A) The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the gender of the employee as determined by the job evaluation factors in the classification plan

**14.1.2 Allocation of Positions**

- A) No offer of employment or payment shall be made prior to allocation of the position to a classification level.

**14.1.3 Employee Cheque Advice**

- A) Employee pay statements shall show the period worked, gross salary earned, all deductions and their purpose.

**14.1.4 Pay Calculation for Full Pay Period**

- A) Employees who are paid on the exception reporting bi-weekly payroll and commence or resume employment on the first working day of the pay period shall be entitled to a full pay period's salary and to credits for vacation leave, sick leave and increment purposes.

**14.1.5 Pay Calculation for Partial Pay Period**

- A) For the purpose of determining earnings for a partial pay period applicable to employees who are paid on the exception reporting bi-weekly payroll, the following shall apply:

1. number of hours worked times the hourly rate of pay;
2. hours worked shall include approved leave with pay, e.g. designated holidays, **sick** and vacation leave;
3. Instructional Family employees shall be **paid** one, one hundred and ninety seventh (11197) of annual salary for each day worked.

**14.1.6 Supplemented Salary Ranges**

- A) The parties may mutually agree to the implementation of supplemented salary ranges to address **recruitment/retention** issues, or for other special circumstances. When supplemented **salary** ranges are established, the following shall **apply**:
1. they will be reviewed annually on October 1<sup>st</sup> of each year;
  2. when the supplemented salary range is introduced or increased, current employees affected will receive an increase in their salary rate equivalent to the percentage increase in the supplemented salary range maximum;
  3. when the supplemented salary range is reduced or terminated, the employees affected shall be treated in accordance with the downward reclassification provisions; and
  4. supplemented salary rates and ranges shall be treated as regular salary for all salary administration and payroll **purposes**.
- B) When a change in **assigned** duties results in a temporary or permanent change in occupation and a supplemented salary range is currently approved in the **new** occupation, and;
1. **the** employee is currently at the same level as the supplemented salary range, the employee's **salary rate shall be** increased by the same percentage amount as the supplemented salary range maximum exceeds his current range maximum: or
  2. the employee is currently at a different level than the supplemented salary range, normal salary administration rules shall **apply**.

## 14.2 In Hiring Rates of Pay

### 14.2.1 Permanent Full-Time, Permanent Part-Time and Labour Service Employees

#### 14.2.1.1 At and Above Minimum Rate

- A) The rates of pay upon original recruitment shall normally **be** at the minimum of **the salary** ranges. Notwithstanding **the** above, the Commission may approve a higher rate:
1. where **the relevant** competencies and qualifications of a selected applicant exceed the recruitment requirements for the position; or
  2. for occupations where market reasons warrant, **as** determined by the Commission.

#### 14.2.1.2 Subsequent Review

- A) **When** the Commission approves a salary rate above the minimum pursuant to 14.2.1.1 A) 1, **above, they** will publicize in the **Government of Saskatchewan's Career Centre** the rate at which it has given such approval and an outline of the qualifications of the person appointed.
- B) **Any** employee working in the **same** occupation and classification level, with the same duties and responsibilities that **is** being paid at a rate lower in **the** range may challenge the appointment. The employee must **possess** the qualifications equivalent to those of the employee appointed higher in the salary range and within thirty (30) calendar **days** of such publication, request that the Commission review their qualifications and salary. **If, as** a result of review, a salary adjustment is considered to be warranted, the Commission shall **so** authorize.
- C) When market reasons warrant a **higher** salary rate the Commission shall review the qualifications of employees in the same occupation and classification level, with **the same** duties and responsibilities **as** the person appointed, **and**, where necessary, adjust their salary.

#### 14.2.1.3 Training Rates - Below Minimum of Regular Range

- A) **If** fully qualified candidates **are** not available, the Commission may authorize **the** appointment of a "trainee". Training rates will **be** established on the basis of semi-annual or annual increments, at rates 2% or 4%, respectively, **below the** minimum of the regular range. Entitlement and withholding of increments shall **be** governed **by** the Increment provisions.
- B) A candidate may **be** hired **below** the minimum **of** the regular range if he does not possess the required core competencies for **the** position.

- C) A candidate hired below the minimum of the regular range will not be eligible to advance to the regular range for his classification level until **he meets** the competency requirements for appointment to the position.
- D) If the training requirement exceeds the time anticipated in the work plan, the employee shall remain at the highest training rate, until such time as he meets the competency requirements for the position.
- E) If the employee meets the competency requirements for the position sooner than anticipated in the work plan, his salary shall be adjusted to the minimum of the range on the first of the next pay period.

#### **14.2.2 Term Employees**

- A) Upon original appointment, the minimum rate of **pay** for the classification **level** shall normally be paid to a Term employee. Notwithstanding this general intent, **the** Chair may approve appointment at a salary **above** the minimum rate when **the selected** candidate cannot **be employed** at the minimum or where, in the opinion of Chair, his qualifications warrant such consideration.
- B) Upon subsequent appointment to another term position, different occupation and classification **level**, a Term employee who has **acquired** service for competition **purposes, shall** maintain his **earned salary rate subject to the** minimum and maximums of the new salary range.

#### **14.2.3 Employees In Multiple Positions**

- A) Subject to B **below**, Permanent employees shall on subsequent appointment, have the appropriate salary administration rules applied based on the **highest** level in which he **has** completed the equivalent of a subsequent probationary period.
- B) Where an employee is appointed to a subsequent or additional position **at the same level as** a current position, application of salary administration **rules shall** be based on the current position at the same level.

### **14.3 Increments**

#### **14.3.1 Entitlement and Withholding for Probationary and Permanent Full-Time Employees**

- A) A probationary or Permanent Full-Time employee **shall** be entitled annually, to an increment of four percent **(4%)** within their range. Trainees **shall** be entitled annually or semi-annually to an increment of four percent **(4%)** or **(2%)** respectively. The Employer may withhold **the** increment for performance reasons and shall notify the

employee in writing of the decision to withhold the increment prior to the increment date. A copy of the notification shall be sent to the Commission and the Union. If the employee is not notified prior to the increment date, they shall receive their increment.

- B) An employee may grieve the withholding of his increment and the onus is on the Employer to justify the withholding of the increment.
- C) The effective date for payment of an increment shall be the first day of the pay period which commences on or after the increment date.

**14.3.2 Increments for Permanent Part-Time, Term and Labour Service Employees (for Instructional Family Employees refer to Lou 98-7)**

- A) Provided that periods of employment are not interrupted by resignation, dismissal, or an interval of non-employment of greater than one hundred and eighty (180) calendar days, an employee shall be entitled annually, to an increment of four percent (4%) within his pay range of his classification level, Trainees shall be entitled annually or semi-annually to an increment of four percent (4%) or two percent (2%) respectively.
- B) An employee must work the equivalent of two hundred (200) days in a classification level to earn an annual Increment, or the equivalent of one hundred (100) days in a classification level to earn a semi-annual increment, unless the Employer withholds the increment for performance reasons. The Employer shall notify the employee in writing of the decision to withhold the increment prior to the increment date, A copy of the notification shall be sent to the Commission and the Union. If the employee is not notified prior to the increment date, they shall receive their increment. An employee may grieve the withholding of his increment and the onus is on the Employer to justify the withholding of the increment.
- C) Where an employee has not worked the required one hundred (100) or two hundred (200) days prior to his increment date, it shall be adjusted to the first day of the pay period following the completion of the required days worked.
- D) The effective date for payment of an increment shall be the first day of the pay period which commences on or after the Increment date.
- E) A Term employee accepting a subsequent Term appointment at a salary rate greater than ten percent (10%) of his previous rate, or, when the employee was at the maximum of his range, a new increment date shall be established.
- F) When a Term employee moves from one classification level to another in a subsequent Term appointment, and his salary is not increased by more than ten percent (10%), the increment date shall not be changed.

**14.3.3 Establishing Increment Dates**

- A) Annual increment dates shall be established for employees based on date of employment.

**14.3.4 Following Leaves of Absence Without Pay and Permanent Lay-off**

- A) When an employee returns after ninety (90) consecutive calendar days or less from a leave of absence without pay, or permanent layoff, there shall be no change in their increment date. When an employee returns from a leave of absence without pay, or permanent lay-off, after ninety (90) consecutive calendar days, they will be eligible to receive an increment after twelve (12) months of actual service, less the time earned toward an increment before the leave of absence without pay, or lay-off, was taken subject to establishment of increment date provisions above.
- B) The date upon which he becomes entitled to the increment shall be his new increment date. When the leave is under the Employer sponsored educational program or for illness covered by The Workers' Compensation Act, there shall be no change in the increment date regardless of the length of the leave of absence.

**14.3.5 Movement Within the Agreement**

- A) An employee moving to another appointment within the same classification level shall have time earned in that level count towards their next increment.

**14.4 Assignment of a New Pay Range**

**14.4.1 When Positions Are Reclassified**

**14.4.1.1 Upward Reclassification**

- A) If a position is reclassified upward resulting in a promotion for the incumbent, she shall be paid in accordance with the Salary Adjustment on Promotion provisions.
- B) if, as a result of a review initiated by the Commission or a department, a position is reclassified upward during the incumbent's initial probationary period, the employee's rate of pay shall be maintained subject to the new range minimum. For purposes of establishing an increment date only, the provisions of Salary Adjustment on Promotion shall apply.
- C) If as a result of a successful challenge to the reclassification a Permanent employee assumes a position in their former occupation, they will revert to the rate they were being paid prior to the reclassification subject to any increments they would have received had they remained in that occupation,

#### 14.4.1.2 Downward Reclassification

- A) If a position is reclassified downward, the incumbent, if permanent in the position:
1. and whose salary rate **exceeds** the maximum of the lower salary range, shall retain the salary range in effect prior to the downward reclassification of their position. The employee shall not **be** entitled to any economic adjustment until such time as the maximum **salary** range for the lower classification level overtakes the maximum salary range retained under this subsection;
  2. where her salary rate is **equal** to or **less** than the **maximum of** the lower salary range, she shall **be** placed in the lower salary **range** and be entitled to increments and economic adjustments;
  3. if Permanent Full-Time or Permanent Part-Time, shall have her name placed on the respective service-wide re-employment list.
- B) While **an** employee is on the re-employment list **as a result** of a downward reclassification, she shall earn increments in the higher salary range she retained,
- C) If a position is reclassified downward and **the employee** is on initial probation or subsequent probation, the **rate** of pay shall **be** determined on the basis of the principle set out in Salary Adjustment on Demotion.
- D) If, within two (2) **years** subsequent to **the** downward reclassification, an employee who retained their higher salary range, promotes into an occupation at the **same** or a lower Classification **level** than her former occupation, they shall be entitled to return to their former rate in the higher range subject to any increments that they would **have** received had **she** remained in the higher position.

#### 14.4.2 Salary Adjustment on Promotion

##### 14.4.2.1 Promotion Formula

- A) On promotion a Permanent employee shall receive a salary increase of eight percent (8%) applied to the hourly rate, subject to the minimum and maximum of the higher range.
- B) If the increase amounts to ten percent (10%) or less, **the** employee's increment date shall not be changed. If the increase amounts to more than ten percent (10%), or when an employee promotes from the maximum rate of her previous range, a **new** increment date shall **be** established, Employees will earn increments in accordance with the increment provisions.

**14.4.2.2 increment Date and Salary Adjustment on Same Date**

- A) Whenever an employee's increment date or an adjustment in salary occur on the same date as a promotion or reclassification, the employee shall receive his increment or adjustment before the promotion formula is applied.

**14.4.2.3 Permanent Employee to Receive Greater Rate Provided**

- A) On promotion into a training range or an established range a Permanent employee shall be entitled to the greater of the rate provided by the promotion formula or the rate that his qualifications would yield as an out-of-service applicant.

**14.4.3 Salary Adjustment on Demotion**

**14.4.3.1 Voluntary/Involuntary Demotion Permanent Employee**

- A) When a Permanent employee voluntarily or involuntarily demotes from a position in which he holds permanent status, his increment date shall not be changed. His rate of pay shall be adjusted as follows:

1. whenever his hourly rate prior to demotion is above the maximum established for the classification level into which he is taking demotion it shall be reduced to the maximum;
2. whenever his hourly rate prior to demotion is within the range established for the classification level into which he is taking a demotion, it shall remain the same.

**14.4.3.2 Voluntary Demotion Employee on Initial Probation**

- A) When an employee on initial probation voluntarily takes a demotion, his appointment shall be terminated and he shall commence a new appointment in the lower classification level.

**14.4.3.3 Voluntary Demotion Permanent Employee on Subsequent Probation**

- A) When a Permanent employee voluntarily demotes from a position in which he holds probationary status, he shall revert to the rate at which he was being paid in the salary range of his former (permanent) classification level subject to any increments he would have received had he remained in that level, This hourly rate shall be the basis for determining the hourly rate at which they shall be paid in the classification level into which they are taking demotion,



**14.4.3.4 Promotion of Demoted Employee Who Retained Hourly Rate**

- A) An employee who retained his hourly rate on demotion and who promotes within **two** (2) years thereafter shall again retain their hourly rate and increment date. They shall be entitled to the benefit of the promotion formula when the promotion is to a position with a higher maximum range of pay than the position they were demoted from in the first instance.

**14.4.3.5 Promotion of Demoted Employee Who Did Not Retain Hourly Rate**

- A) An employee who **does** not retain his hourly rate on demotion and who **subsequently** promotes to a position at his former level shall be entitled to the promotion formula provided that the new hourly rate shall not **exceed** the hourly rate to which he would have progressed had he not demoted.

**14.4.4 Salary on Transfer**

- A) When an employee is transferred, their hourly rate of pay and their increment date shall not be changed.

**14.4.5 Salary on Re-employment From Re-employment Lists**

**14.4.5.1 Re-employed In the Same Classification Level**

- A) When an employee is appointed from the re-employment list to a position in the same classification level to that which he held prior to placement on the re-employment list, he shall be paid at the same rate in the range as that which he had achieved at the time of placement on the list.

**14.4.5.2 Re-employed In a Lower Classification Level**

- A) **When** an employee is appointed to a position having a lower maximum hourly rate than the *maximum* hourly rate of his position held prior to placement on the re-employment list, 14.4.3.1 shall apply.

**14.4.5.3 Re-employed as a Result of a Competition**

- A) When as a result of a competition, an employee is appointed from the re-employment list to a position having a higher salary range than the position which she held prior to placement on the list, she shall **have her salary** adjusted as on promotion.

**14.4.5.4 Effect of Negotiated Wage Increases**

- A) When determining an employee's salary on re-employment the **employee's** hourly rate on the date of placement on the re-employment list shall be adjusted by any negotiated increase applied after the date of placement on the re-employment list.

**14.4.5.5 Across Union Lines and Out-of Scope**

- A) When permanent employees of the classified division of the Public Service **cross** union lines to accept appointment in the classified division via bulletined competitions or permanent employees move from **out-of-scope** positions to positions covered by this agreement, their starting salaries and increment date shall be determined in accordance with the appropriate provisions (i.e. promotion, demotion, transfer)

**Article 15 ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS**

**15.1 Accommodation and Meals**

**15.1.1 On Government Business**

- A) When accommodation and/or meals are not provided, employees shall be allowed expenses on the following basis when away from headquarters on authorized government business. Fin Flon and Lloydminster shall be regarded as within the Province for the purposes of this Section.

**15.1.2 Accommodation**

- A) **Hotel – actual and reasonable charges supported by a receipt.**
- B) **Effective December 1, 2004** an amount of **thirty dollars (\$30)** per night [no receipt necessary) will be paid for accommodation in private residences or in private trailers. Amounts in **excess of thirty dollars (\$30)** will be approved if no other accommodation is available and a receipt is provided.
- C) **Effective October 1, 2005** an amount of **thirty-five dollars (\$35)** per night (no receipt necessary) will be paid for accommodation in private residences or in private trailers. Amounts in excess of **thirty-five dollars (\$35)** will be approved if no other accommodation is available and a receipt is provided.

**15.1.3 Meals – Effective December 1, 2004**

- A) 

	In Province	Out of Province
Per diem allowance	<b>\$ 41.00</b>	<b>\$51.00</b>
For partial days:		
Breakfast \$ 8.00	\$11.00	
Dinner \$	<b>14.00</b>	<b>\$16.00</b>
Supper \$	<b>19.00</b>	<b>\$24.00</b>
- B) The above rates include GST, meal gratuities and overnight allowance.
- C) Where a charge is made for a banquet, it will be in lieu of the meal rate provided for that meal.

- D) **In the communities of Fond-du-Lac, Stony Rapids, Black Lake, Wollaston Lake and Uranium City, actual and reasonable charges for meals, supported by receipt, will be approved. Where a receipt is not provided, reimbursement will be at regular in-province rates.**

**15.1.4 Travel on Government Business Outside Canada**

- A) Employees on Government business outside of Canada will be covered by Federal Government meal **allowances**. Copies of the rates can be obtained from the Commission.

**15.1.5 Temporarily Away from Headquarters More Than Thirty (30) Days**

- A) When it is known in advance that an employee will be temporarily stationed away from their headquarters for a period in **excess** of thirty (30) calendar days, they shall be paid as follows:
1. **the regular** allowances for the first seven days;
  2. for the balance at a monthly rate to be negotiated between the parties.

**15.1.6 Meal Allowance Claims**

- A) A meal allowance will not be paid for:
1. breakfast, if departure is later than 7:30 a.m., or the return is earlier than 8:30 a.m.; or
  2. dinner, if departure is later than 11:30 a.m., or the return is earlier than 12:30 p.m.; or
  3. supper, if departure is later than 5:30 p.m., or the return is earlier than 6:30 p.m.
- B) Notwithstanding the **above**, an employee away from headquarters after 5:30 p.m. and having worked six **(6)** hours after 5:30 p.m. will **be** eligible for a dinner. No allowance will be paid to **employees** on overtime, nor shall more than three (3) meals be claimed for in one **(1)** day.
- C) For **employees** on a modified hours of **work** arrangement, no claim for a meal allowance may be made for:
1. breakfast, if departure is within one **(1)** hour prior to the scheduled starting time or the return is prior to **the scheduled** starting time;
  2. dinner, if departure is within one-half **(E)** hour prior to **the** scheduled dinner time or the return is within one-half **(½)** hour after the scheduled dinner time;

3. supper, if departure is after the scheduled quitting time or the return is within one (1) hour after the scheduled quitting time.

**15.1.7 Special Provisions for Department of Highways, Operations**

- A) If an employee's work is such that he ordinarily leaves headquarters in the morning and returns at night he will not be paid for the "first meal out" while involved in normal maintenance activities even though some unexpected and unforeseen circumstances resulted in his not returning to headquarters on a particular night. He would, however, be entitled to charge for his supper on that day and his food and lodging until he returns to headquarters. If, at the time the employee leaves his headquarters, it is known that he will not return that night, he shall be entitled to charge for the "first meal out".
- B) Notwithstanding the above, the "first meal out" shall be paid between November 1 and March 31. This period may be extended at the discretion of the Employer.

**15.2 Expenses While on Government Business Away from Headquarters**

- A) The following is a guide to employees and supervisors with respect to charges incurred while traveling on government business:

Standard charges:

1. Laundry – charges are allowable for employees, who are absent from headquarters for a period in excess of seven (7) consecutive calendar days. Receipts are required.
2. Valet services – not allowable.
3. Dry Cleaning – allowable only when incurred under exceptional circumstances away from headquarters. The need for dry cleaning must be identified on the *expense* form and receipts are required.
4. Parking – employees working away from their headquarters building, and using either a C.V.A. or private vehicle, may recover parking charges as follows:
  - i) if available within a reasonable walking distance from work, employees are expected to use off-street parking and may recover costs as supported by receipt;
  - ii) if off-street parking is not available, costs of metered parking may be charged to a maximum of four dollars (\$4.00) per day without receipts.

5. Telephone – **whenever** possible, employees should call collect, charge the call to the agency telephone number or utilize the agency's telephone credit card. If not possible, charges for business calls are allowable, supported by receipt (if available), name of party called and reason for call.
6. **Taxis** – charges are allowable for taxi fare from an employee's home to train station, bus depot or airport, and return, and for fares incurred on government business away from headquarters. Receipts are required.
7. Other expenses – occasionally, employees will incur exceptional expenses in connection with the conduct of government business. Such expenses may **be allowable** if detailed on **the expense** form, supported by receipts, and authorized **by** the Permanent Head. **The** decision of **the** Comptroller's Office, Department of Finance, will **be** final in all cases,

**15.3            Use of Private Vehicles on Government Business**

**15.3.1**            Employees who are authorized to **use** a private vehicle for government business **shall be** paid a kilometre allowance as follows:

Kilometres - Effective **December 1, 2004**

<u>Ordinary</u> <b>36.73¢/ km</b>	<u>North of 54th Parallel</u> <b>41.00¢/km</b>
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**15.3.2            Incidental Usage**

- A) Employees who are authorized on an incidental basis to use a private vehicle shall be paid an allowance as follows:
1. Car – subject to a minimum allowance of five dollars (\$5.00) per day, one dollar and fifty cents (\$1.50) per hour to a maximum of **six** dollars (\$6.00) per day or **36.73¢/km** (effective **December 1, 2004**), whichever is greater.
  2. Truck – subject to a minimum allowance of five **dollars** (\$5.00) per day, two **dollars** (\$2.00) per hour to a maximum of seven dollars (\$7.00) per day, or **39.00¢/km** (effective **December 1, 2004**), whichever is greater.

**15.3.3            Kilometre Review**

- A) The kilometre rate **shall** be adjusted by the same percentage as the percentage change in the Saskatchewan Private Transportation Index published by Statistics Canada for **the** review period. The adjustment shall **be** rounded to the nearest one hundredth (1/100) of a cent.

- B) **The base index shall be the February Saskatchewan Private Transportation Index associated with the first year of each contract cycle.**
- C) **Reviews shall be conducted twice a year.**
- D) **The first review during the calendar year is based on comparison of the base index and the review period (February) Index. The effective date of the change shall be April 1<sup>st</sup>.**
- E) **The second review during the calendar year is based on comparison of the base Index and the review period (August) index. The effective date of the change shall be October 1<sup>st</sup>.**

**15.4 Northern District Allowance**

- A) Employees stationed in the Northern Administrative District shall be paid Northern District Allowance bi-weekly, over and above their basic rate of pay, in accordance with the following table:

<b>Location</b>	<b>Dec. 12/2004</b>	<b>Oct. 2/2005</b>
1	<b>\$213.50</b>	<b>\$215.50</b>
2	<b>\$266.00</b>	<b>\$268.50</b>
3	<b>\$107.00</b>	<b>\$108.00</b>
4	<b>\$97.00</b>	<b>\$98.00</b>
5	<b>\$87.00</b>	<b>\$88.00</b>
6	<b>\$59.50</b>	<b>\$60.00</b>
7	<b>\$48.50</b>	<b>\$49.00</b>
8	<b>\$40.50</b>	<b>\$41.00</b>

- 1 = Employees stationed at locations north of latitude 57° 00'
- 2 = **Employees** stationed at Uranium City and **Stoney** Rapids
- 3 = Employees stationed at locations between latitudes 55° 15' and 57° 00'
- 4 = Employees stationed at **Buffalo** Narrow
- 5 = **Employees** stationed at Cumberland House
- 6 = Employees stationed at Canoe Narrows, Beauval, Pelican **Narrows**, Caribou **Creek**, Dore Lake, Lower Fishing **Lake**, Montreal **Lake**, **Timber** Bay (Highway 169 Southend Montreal Lake), Weyakwin, White Swan **Lake**, E.B. **Campbell** Dam, **Sled Lake**, East Trout Lake, Little Bear **Lake**, Piprell **Lake**, Sturgeon Landing and Puskwakau.
- 7 = **Employees** stationed at Creighton, Denare Beach and Green Lake
- 8 = Employees stationed at La Ronge and Air Ronge

- B) Northern District Allowance will be prorated for employees working less than full-time.
- C) Northern District Allowance shall apply to Labour Service employees subject to the Commission's interpretation with respect to the application of these provisions in the Labour Service setting.
- D) The Northern District Allowance will be adjusted by the same percentage salary increase negotiated for the bargaining unit as of October 1 of each year unless otherwise agreed to by the parties, The adjustment yielded by the percentage increase will be rounded to the nearest one-half (½) dollar.
- E) The foregoing provisions shall not apply to employees either sleeping or eating in government operated institutions located at these locations.

**15.5 Reimbursement for Relocation Expenses**

- A) A Permanent Full-Time and Permanent Labour Service employee whose headquarters is changed as a result of a promotion, voluntary/involuntary transfer or demotion, which is in the interest of the department concerned, shall be reimbursed for relocation expenses in accordance with the Employer's policy. It is agreed that the policy shall not be amended during the term of the agreement without the concurrence of the Union,
- B) When management approves relocation expenses for Permanent Part-Time employees, expenses shall be prorated based on time worked.
- C) Relocation expenses would include but not be limited to the following:
  1. search for accommodation at new work location
  2. moving of primary household effects
  3. in-transit insurance
  4. transportation of personal motor vehicle
  5. travel to new work location
  6. storage costs of household effects
  7. temporary accommodation at new work location
  8. maintenance of original domicile
  9. residential property expenses
  10. incidental expenses

**15.6 Northern Project Allowance**

**15.6.1 Eligible Project**

- A) Means a work activity located within the Northern Administrative District that requires the employee to operate from a camp or similar setting.

### 15.6.2 Eligibility

- A) Northern Project Allowance **wilt** apply **ta** an employee who has worked for **six (6)** consecutive working **days on** an eligible project or combination of projects retroactive to the first day of the six (6) day eligibility period.
- B) **Employees away** from an eligible project for more than two (2) working **days** must re-establish this eligibility period.
- C) Days of travel will **be** considered **as** working **days** for this purpose.

### 15.6.3 Non-eligibility

- A) Northern Project Allowance shall not apply in the following **situations**:
  1. **an** employee working on a project when the camp is within fifty (50) miles **of** his home community **and** when transportation is provided to that community at least twice **per week**;
  2. an employee working on a project when the camp is within fifty (50) miles of a community which **has** a hotel or motel, and when transportation is provided to that community at least twice per **week**;
  3. **an** employee *who* stays in commercial accommodation;
  4. an employee receiving Northern District Allowance for the community in which **the** camp is located.

### 15.6.4 Hours of Work

- A) The scheduling of work periods shall be determined on a project by project basis through **local** negotiations, subject to the following **conditions**:
  1. employees **shall** be paid at straight time for all hours **worked up to the** normal hours of work **in a pay period** or averaging period as set out in this Agreement;
  2. where an **employee** is directed to work more than the normal hours in a pay period, or averaging period, **he shall** be paid for **such** hours at the applicable premium rate.

### 15.6.5 Transportation

- AI The Employer will provide transportation for an **employee** going to the project for the first time (**from the** employee's headquarters or the **employee's** home community, whichever is closer) and for any required return to the project at such **subsequent** times as **the** Employer **pays** the employee's way out,



- B) The Employer will provide transportation (to the employee's headquarters or the employee's home community, whichever is **closer**) from a project within a reasonable length of time **when**:
  1. the project is completed;
  2. the employee **terminates after** having worked on the project for more than **five** (5) consecutive working days;
  3. the employee is discharged or laid-off by the Employer: or
  4. **the employee is** transferred by the Employer.
- C) The **Employer** shall **determine** the **type** of transportation to **be** utilized, and where transportation is not provided by the Employer in accordance with **the** above Articles, the employee shall **be** paid a transportation allowance of forty-two (\$42.00) per bi-weekly pay period.

#### **15.6.6 Northern Project Allowance Payment**

- A) A project allowance will **be** paid to an eligible employee for full or part days actually worked (days **of** travel shall be considered **as** days worked) on **an eligible** project. The amount of the allowance shall be six dollars (\$6.00) per **day**.
- B) **The** Employer will provide free room and board to all employees when in a camp on an **eligible** project.

#### **15.7 Custodial Allowances**

- A) These differentials shall **be** paid for **each day** or portion of a day worked. This daily differential will be **adjusted** by **the same** percentage salary increase as negotiated for the bargaining unit as of October 1 of each year. The adjustment yielded by the percentage increase will be rounded to the nearest one-half ( $\frac{1}{2}$ ) **dollar**.

#### **15.7.1 Correctional or Young Offender – Camp Differential**

- A) Effective **December 12, 2004** a camp differential of **eighty-nine dollars (\$89)** per day shall be paid to an employee working a camp shift pattern excluding correctional centre urban **camp**s. The differential applies to employees that are required to remain at the camp from the commencement of the tour of duty to **the** termination of the tour of duty. **The** differential **is** payment for all responsibilities in addition to normal **wages**. The camp differential shall **also** be paid for **each full day** that any employee is assigned *to* work at camp outside of his normal tour of duty,
- B) Effective **October 2, 2005** camp differential shall tie **ninety dollars (\$90)**.

**15.7.2 Temporary Camps for Young Offender/Children's Facility**

- A) Effective December **12, 2004** a Camp Differential of **sixty-two dollars (\$62)** per day shall be paid to an employee who volunteers *far duty* and works in a temporary camp **operated** by the Young Offender and/or Children's Residential Programs.
- B) Effective October **2, 2005** the differential shall be **sixty-two dollars and fifty cents (\$62.50)** per day.
- C) The camp differential is payment for all responsibilities related to the camp assignment in addition to normal wages, and shall be paid for each full day [twenty-four (**24**) hours] or portion of a day that any employee is assigned to duty in camp.

**15.7.3 Temporary Satellite Fire Camps**

- A) Effective December **12, 2004** a Camp Differential of **sixty-two dollars (\$62) per day** shall be paid to employees assigned to **be** in charge of a temporary satellite fire camp. The camp differential is payment for all responsibilities, other than fire suppression and related duties, in addition to normal wages. The **employee** shall be paid for each full day [twenty-four (24) hours] or portion of a day that an employee is assigned to **be** in charge of a temporary camp.
- B) Effective October **2, 2005** the differential shall be **sixty-two dollars and fifty cents (\$62.50) per day**.

**15.7.4 Sleep-Over Allowance – Community Training Residences**

- A) Effective **December 12, 2004** an allowance of **fifty-eight dollars (\$58)** per day shall be paid to the **employees** when required by management to **sleep-over** as part of their duties. The differential will be adjusted by the same percentage salary increase as is negotiated ~~For~~ the bargaining unit as of October 1 of each year.
- B) Effective October **2, 2005** the allowance shall be **fifty-eight dollars and fifty cents (\$58.50)** per day.

**15.8 Tool Allowance**

- A) Effective **January 1, 2001** ~~all~~ *journeypersons*, apprentices, tradespersons and tradeshelpers who as a condition of employment must supply their own tools to perform their duties and who have worked at **lead sixty-six (66)** working days in a calendar year shall receive a ~~tool~~ allowance of five-hundred dollars (\$500) per year. This allowance will **be** included in taxable income. Such payment is to be effective December 31 of each year.

- B) **All eligible** Department of **Highways and Transportation** employees will be covered by the Department's policy concerning tools. The policy shall **be** subject to negotiation between the Department of Highways and Transportation and the Union. These negotiations include consideration of the different **levels** of tool requirements for the particular classifications.

**15.9**      **Flying Differentials**

- A) Employees required to pilot, or fly aboard a fixed wing aircraft **as an** Air Attack Officer in an actual fire fighting situation shall be entitled to a differential of twelve dollars **and** fifty cents (\$12.50) for each full day or portion thereof on such assignment. **It is understood that this differential shall not apply to such operations as** reconnaissance, training, ferrying, testing, etc., not directly associated with **an** actual fire suppression exercise.

**15.10**      **High Tower Differential**

- A) A differential of two dollars (\$2) per hour will be paid for hours worked at heights in **excess** of thirty (30) feet above ground during the process of erecting, dismantling, or maintenance **of** towers.

**15.11**      **Payment of Professional Fees**

- A) The Employer agrees to pay the professional fees **that are due on or after October 1, 2004** as per the **2003** schedules of all employees who are required either by statute or by an agency to **be** a member of a professional association. **Permanent Part-Time employees working 40% or greater will be eligible for full reimbursement of such fees provided the employee has not been reimbursed and is not eligible to be reimbursed from another employer. For Permanent Part-Time employees working less than 40%, reimbursement shall be prorated based on time worked provided the employee has not been reimbursed and is not eligible to be reimbursed from another employer. For partial years, reimbursement shall be prorated on the basis of time worked provided however that no payment will be made for partial years when the amount yielded is less than twenty-five dollars (\$25).**

**15.12**      **Shift Differential and Weekend Premium**

- A) Shift Differential
- i) Effective **December 12, 2004** a shift differential in the amount of **one dollar and forty-five cents (\$1.45)** per hour shall be **paid** for all hours worked between the hours of 6:00 p.m. and 7:00 a.m. Shift differential shall not be a part of **basic wage** rates or **be** used in calculating overtime rates, nor shall it be paid for any hours for which overtime **rates** are being paid.

- it) Shift differential will not be payable in a modified work pattern in a situation where it **was** not payable under **the** standard hours of work arrangement.
- B) Weekend Premium
  - i) Effective **December 12, 2004**, a weekend premium in the amount of **forty cents (40¢)** per hour **shall be** paid for all **hours worked between the hours of 6 p.m. Friday and 7 a.m. Monday.** Weekend Premium **shall not be part of bask wage rates** or be **used** in calculating overtime rates, nor shall it **be** paid for any hours for which overtime rates are being paid.

**15.13      Payments Due on Separation or Death**

- A) Payments under this agreement due to an **employee** on separation shall **be** made within a period of two weeks excepting, however, in those instances where it is necessary to withhold payments pending an accounting and settlement of any monies due the Government on account of any advances repayable, inventory unaccounted for or any other valid claim against an employee. In the event of **death of** any employee, any amounts due **shall** be paid to the **estate**.

**15.14      Severance Pay**

**15.14.1      Job Abolished – Elects to Resign or Retire**

- A) An employee whose position is abolished, and who **elects** to resign or retire on immediate pension, shall **be** entitled to severance pay. They **shall be** paid one (1) week's pay for each year of **service**, or portion thereof, commencing with the second year,
- B) In the case of an employee who has completed five (5) or more years of continuous service, severance pay shall be on the basis of one (1) **week's pay** for **each** year of service or portion thereof, commencing with the first **year**. Service for the purpose of this provision shall include continuous service in positions both within and outside **the scope of this agreement**. It shall not include time spent on **the re-employment list** **but shall include** time spent on seasonal lay-off.
- C) For Permanent Part-Time employees, severance will be based on **percentage** of time employee **worked** over the last calendar year.
- D) Pay will be calculated **on** the basis of the employee's rate of pay at the time of resignation, retirement, or when **they last** went on the re-employment list.

**15.14.2      On Re-employment List Due to Lay-Off Not Re-employed**

- A) An employee **whose** name is placed on a re-employment list due to **lay-off** and **who** is not re-employed prior to **the** expiry of **the** three (3) year limit shall be entitled to severance pay,

**15.14.3 On Indefinite Leave Due to Lay-Off Not Re-employed**

- A) An **employee** who chooses to go on indefinite leave as a result of lay-off, **and** subsequently resigns while on leave, shall be entitled to severance pay.

**15.15 Benefit Plans**

**15.15.1 Group Life Insurance**

- A) **The Employer is a participating Employer in the Public Service Group Life Insurance Plan on behalf of all eligible employees as determined by the terms of the Plan. The Employer agrees that its share in the costs of the plan inclusive of any Employment Insurance rebate that would otherwise be payable to the employee, will be the first twenty-five thousand dollars (\$25,000.00) of insurance for each covered employee. This amount will satisfy the full rebate amount due to employees from Employment Insurance.**

**15.15.2 Pension Contributions**

- A) Effective October 1, 1998, it shall be mandatory that all employees become members and contribute to the Public Employees Pension Plan.
- B) For all employees, contributory earnings for pension purposes shall be based on gross regular salary plus supplementary earnings *except* overtime, professional fees, severance pay, career assistance and group life taxable benefit.
- C) The employee and Employer contributions shall be 6.35% of gross regular salary for employees in the Public Employees' Pension Plan. For employees in the Public Service Superannuation Plan the employee and Employer contributions in the Public Employees' Pension Plan shall be 1.35%.
- D) **Effective October 2, 2005, pension contributions shall be changed as follows:**
1. The employee and Employer contributions shall be increased from 6.35% to 6.45% for employees in the Public Employees' Pension Plan;
  2. For employees in the Public Service Superannuation Plan the employee and Employer contributions in the Public Employees' Pension Plan shall be increased from 1.35% to 1.45%;
- E) For Labour Service employees, effective December 12, 2004, subject to a maximum contributory earnings for pension purposes of forty-four thousand three hundred dollars (\$44,300), or regular salary if greater, per calendar year; overtime earnings shall be included in contributory earnings for pension purposes.

**15.15.3 Public Employees' Dental Plan**

- A) **The Employer** is a participating Employer in the Public Employees' Dental Plan on behalf of eligible employees as determined by the terms of the plan. The costs of the plan will be paid by the Employer.

**15.15.4 Dental Plan Enhancements**

- A) The parties agree to provide on behalf of eligible employees, Enhancements to the Public Employees' Dental Plan paid ~~for~~ by the Employer at an annual rate of 0.51% of straight time annual payroll. The enhanced portion of the plan is to be governed by the Joint Board of Trustees. The Joint Board of Trustees will be responsible to develop and administer this Plan within the financial resources allocated to the Plan.

**15.15.5 Extended Health Care Benefits**

- A) The parties agreed to provide an Extended Health Care Plan, paid for at an annual rate of 1.28% of straight time annual payroll. The Employer will commit to a specific level of funding as agreed to by the parties. The plan will be governed by a Joint Board of Trustees made up of equal representation and appointed by the respective parties. The Joint Board of Trustees will be responsible to develop and administer the plan within the resources allocated to the plan.

**15.15.6 Eligibility for Dental and Extended Health Care Benefits**

- A) Eligibility for Dental and Extended Health Care benefits shall be governed in accordance with the terms of the respective plans.

**15.15.7 Benefit Plans' Surplus Fund**

- A) The parties agree to establish a Benefit Plan Surplus Fund attached to the Dental Plan enhancements and the Extended Health Care Plan to be administered by the Joint Board of Trustees and funded at an annual rate of 0.47% of straight time annual payroll;
- B) The intent of the Fund is to offset cost increases of the benefit plans.

**15.15.8 Retiree Benefit**

- A) **Funding** at an annual rate of 0.25% of straight time annual payroll shall be provided to contribute toward Extended Health Care Benefits for employees retiring on or after October 1, 2002. This fund/Benefit Plan will be governed by the Joint Board of Trustees established pursuant to Article 15.15.5 A).

**15.16 Maternity/Legal Adoption Leave Top-up**

- A) The Employer agrees to provide employees on Maternity **Leave** with a top-up of Employment Insurance Maternity Leave Benefits to 95% of regular salary for the first **seventeen** weeks of Employment Insurance Maternity Leave Benefits. **The** seventeen-week period will include the two-week waiting period.

Employees receiving maternity leave top-up will be required to sign a promissory note for a return service commitment for the same number of **weeks** that top-up is received.

- B) **Effective December 12, 2004, the employer agrees to provide the benefits noted in A) above to employees on a definite leave of absence without pay for Legal Adoption.**

**15.17 Apprenticeship Top-up**

- A) Subject to Employment Insurance Commission approval under **the** Supplement Unemployment Benefit Program, the Employer agrees to provide apprentices on leave to attend apprenticeship training with a top-up of Employment Insurance Benefits to 95% of regular salary for **the** period of **the** required formal training in the apprenticeship program.

**Employees** receiving apprenticeship top-up will **be required to sign** a promissory note for a return service commitment (i.e. **post** journeyman status) for two **times** the number of **weeks** that top-up is received.

**Article 16 VACATION**

- A) A Permanent employee shall be entitled to and is required to take, **vacation** leave with pay subject to approval of the Employer and subject to the following provisions:

**16.1 Service for Vacation**

- A) Years of service to determine vacation entitlement shall include **the** following:

1. service with Government of Saskatchewan, any Board, Commission or Crown Corporation of the Government, District Health Boards, Boards of Education in Saskatchewan, Saskatchewan Universities, all SGEU Bargaining Units, and service as a **paid** staff member of SGEU,
- i) **the onus** shall be on the **employee** to inform the **Employer** of **any** previous service under this article;

2. after completing *ten* years' service with the **Employer**, pensionable employment and/or war service credited under *The Public Service Superannuation Act* will be counted for vacation service;
3. Permanent Part-Time **employees** shall earn service for the purpose of determining vacation entitlement on the same basis as Permanent Full-Time **employees**;
4. a Labour Service **employee** whose position is **converted** to Permanent Full-Time or who has been appointed to a permanent full-time or part-time position, shall **be** entitled to count a "**season of work**" as the equivalent of a "**year**" for the purposes of determining vacation entitlement,
  - i) a "season of work is the period from normal **seasonal** recall to normal seasonal **lay-off** in **any** fiscal year regardless of the number of days worked in any of these months;
5. time spent on definite leave.

**16.2**            **Vacation Entitlement**

**16.2.1**        **Permanent Full-Time**

- A) Permanent Full-Time employees **shall be** granted vacation based upon **the** years of service **they** will **have** completed in the **fiscal** year. Vacation entitlements shall be advanced to **Permanent Full-Time employees** at **the** beginning of each **fiscal year**.
- B) Vacation **entitlement shall be** as follows:

Up to 7 years service	=	<b>15 days per year</b> prorated for partial years
8 - 14 years <b>service</b>	-	<b>20 days per year</b> prorated for partial years
15 - 21 <b>years</b> service	=	<b>25 days</b> per year prorated for partial years
22+ <b>years</b> service =		<b>30 days</b> per year prorated for partial years

**16.2.2**        **Permanent Part-Time**

- A) **Upon request, Permanent Part-Time employees shall be allowed to draw upon their vacation entitlement for the fiscal year in advance. The maximum advance will generally be based upon the percentage of hours worked in the previous fiscal year.**



- B) Employees **shall have** their **vacation entitlement calculated as** per 16.2.1B) and prorated based on time worked.

**16.2.3 Term**

- A) Term employees **shall have** their vacation entitlement calculated in accordance with Article 16.2.1 B) and **shall** receive vacation pay in accordance with the following table:

Vacation Entitlement	Vacation Pay
Fifteen (15) days	6% of total earnings
Twenty (20) days	8% of total earnings
Twenty-five (25) days	10% of total earnings
Thirty (30) days	12% of total earnings

**NOTE:** For the purposes of this Article, "total earnings" include the vacation payment. For administrative purposes, to facilitate the payment of vacation pay, the percentages will be as follows:

- 6.36% - fifteen (15) days
- 8.64% -twenty (20) days
- 11.00% - twenty-five (25) days
- 13.44% -thirty (30) days

**16.3 Vacation Pay On Supplementary Earnings**

- A) All employees **shall** earn vacation pay on supplementary earnings in accordance with Article 16.2.3.

**16.4 Special Northern Leave**

- A) Employees who complete **one year** of service and are entitled to NDA benefits **shall be** entitled to an extra **week's** vacation (**Special Northern Leave**) in addition to their regular vacation entitlement. The **extra** week's vacation will have been earned at the end of **each** **fiscal** year and will be prorated based on the percentage of hours worked.
- B) The extra **leave** must be taken in the **year** following that in which it was earned. **Notwithstanding**, the accumulated leave credit **may** be carried over to **the next** year entirety at **the** discretion of the employing department.
- C) Where an **employee has** completed one (1) **year** in a designated **area** and is superannuated, resigns or is dismissed within one (1) year **following** completion of the said year and has not taken the earned vacation **leave**, he shall be paid in lieu. In the event of death, payment shall be made **to** the estate.
- D) The **leave** benefit will be prorated when an **employee** moves to a non-benefit area **as** a result of involuntary transfer, promotion or Government sponsored educational leave, at which time the benefit shall **be** payable.

- E) Special Northern Leave shall apply to Labour Service employees subject to the Commission's interpretation **with** respect to the application of these provisions in the labour service setting.

**16.5 Other Vacation Provisions**

- A) Every effort will be made **to** permit the taking of vacation leave between May 1 **and** October 31 in each year. Vacation **leave** shall be rotated to ensure equality regardless of seniority, **unless** mutually agreed to at the **local level**.
- B) **An employee**, who leaves the service during the **fiscal year**, shall be paid for unused earned vacation **leave** at the rate of pay applicable to such employee on her termination date.
- C) **A Permanent Full-Time employee** shall be entitled, once a year, to salary in advance for his vacation,
- D) **A Permanent Part-Time employee** **shall** be entitled, once a year, to request an advance of **up** to an *amount of* earned *but* unused, vacation credits.
- E) Employees in C and D **above** shall **request** *the* advance in writing to his immediate supervisor not **less** than **seventeen (17)** working days before the commencement of his leave. Payment shall **be** made on the morning of the workday preceding the **first** day of his vacation leave.
- F) Employees leaving the service upon retirement at age sixty-five (65) or with thirty-five (35) years of service shall **be** entitled to **pay** in lieu of their full vacation entitlement for that year.
- G) Employees shall **be** entitled to carry **over** up to five (5) days vacation into the next fiscal **year**. In special circumstances, or certified illness, the Employer may approve the carryover of up to an additional five (5) **days** of vacation.
- H) Where the Employer finds it necessary to restrict vacation **leave** in whole or in part, **the** employee **shall** be entitled **to** receive pay in lieu or to take the leave at another time. If the employee had entered into financial commitments (e.g. deposit on travel arrangements) in connection **with** vacation **leave**, which had been approved and then, restricted, and is unable **to** cancel such commitment without charge, she shall **be** reimbursed **to** the extent of her financial **loss**. **Such** reimbursement shall **be** dependent upon submission of documentary evidence, satisfactory **to** the Employer, in respect **of the** disbursement and its non-recoverability or non-transferability.
- I) **An employee** leaving the service who **has** been granted more vacation leave than **is due** him shall have **such overpayment** deducted from any monies owing him **by the** Employer, calculated on the basis of salary in effect at the date of termination.

- J) When a **designated** holiday falls within an **employee's vacation** leave period, he shall not be charged vacation leave for that day.

**Article 17** **SICK LEAVE, PRESSING NECESSITY AND FAMILY/ PERSONAL LEAVE**

**17.1** **Sick Leave**

- A) Sick leave is intended to **be used** when an employee is sick as **defined below**, The purpose of sick leave is to maintain salary and benefits when an employee is ill. It is not intended to be used simply as an opportunity to **take** time off work. Sick leave is cumulative and should **be** used when **necessary**, and with discretion, in order to **ensure** that it is available in sufficient **amounts** when an employee requires it,

**17.2** **Definition of Sickness**

- A) Sickness shall include sickness within the usual meaning of the term, as well as preventative medical and health treatments, and **shall** include illness or injury other than accidental illness or injury arising out of, and in **the course** of, employment with the Employer with the following exceptions:

1. Advances or Loans – Third Party Liability

If an employee is in an accident entitling them to **damages** from a third party, the Permanent **Head** may authorize **advances** or loans to the employee to **be** repaid out of **the** damages, if any, recovered by the employee **from** the third party.

2. Employer Right to **Allow** Sick Benefits

The Employer reserves the **right** to determine whether an employee **shall be** allowed sick **leave** benefits when his disabilities are the **result** of **engagement** in criminal activities.

**17.3** **Sick Leave Eligibility**

**17.3.1** **General**

**17.3.1.1** **Coming From Boards, Commissions or Crown Corporations**

- A) Employees coming from **Boards, Commissions** or Crown Corporations of the Government of Saskatchewan **shall be** allowed to transfer their accumulated sick leave credits into the public **service** upon providing proof of their entitlement.

**17.3.1.2 Drawing on Future Sick Leave Credits**

- A) The Employer may allow an employee to draw on her future sick leave credits to a maximum of thirty (30) days. If the employee terminates employment or retires, any overdrawn amount owing will be recovered.

**17.3.1.3 Reimbursement of Overdrawn Sick Leave Credits**

- A) *Where* an employee is overdrawn on sick leave, up to one-half (½) of the current year's entitlement shall be applied against the overdrawn amount and any sick leave credits available at the end of the fiscal year shall be applied to the overdrawn balance.

**17.3.1.4 Reinstatement of Sick Leave Credits**

- A) Upon written application, a Permanent employee who has had a break in service with the Employer after July 1, 1998 and returns to work for the Employer within three (3) years from the break in service, shall be credited with all accumulated unused sick leave she was credited with prior to the break in service. The three (3) year period shall not include time spent on the re-employment list.

**17.3.1.5 Exceeding the Sick Leave Benefits**

- A) An employee leaving employment that has overdrawn their sick leave shall have deducted from any monies owing them by the Employer an amount calculated on the basis of the number of days sick leave overdrawn at the rate of salary on separation.

**17.3.1.6 Illness During Vacation Leave**

- A) An employee whose vacation leave is interrupted by illness or injury that requires hospitalization for a period of two (2) consecutive days or more shall, upon request, have such period of hospitalization charged against available sick leave credits. The employee will be required to provide medical evidence of such confinement.
- B) Notwithstanding the above, in exceptional instances an employee may request that sick leave be substituted for vacation leave when the employee is incapacitated due to illness during vacation leave. The employee shall provide medical documentation to substantiate the request.

**17.3.1.7 Designated Holiday During Sick Leave**

- A) Designated holidays occurring when an employee is on sick leave shall not be charged against the employee's sick leave credits.

**17.3.2 Permanent Full-Time**

**17.3.2.1 Under Three (3) Months of Service**

- A) Probationary Full-Time employees with less than three (3) months service shall be allowed five (5) days of sick leave.

**17.3.2.2 Three (3) or More Months of Service**

- A) Probationary/Permanent Full-Time employees with three (3) or more months service shall, at the beginning of the fiscal year, be credited with fifteen (15) sick leave days. Sick leave shall be earned on the basis of one and one-quarter (1¼) days for each month of service. Any unused sick days shall be accumulated from year to year.

**17.3.2.3 Partial Month**

- A) Employees shall earn sick leave in a partial month worked as follows:

For 37 1/3 hour per week designation - regular hours worked multiplied by 0.0618 = earned hours of sick leave credits.

For 36 hour per week designation - regular hours worked multiplied by 0.0641 = earned hours of sick leave credits.

**17.3.3 Permanent Part-Time, Labour Service and Term**

- A) Permanent Part-Time, Term and Labour Service employees shall earn and accumulate sick leave on the same basis as the partial month calculation for Permanent Full-Time employees.
- B) Notwithstanding the foregoing, employees shall accumulate no more than one hundred and twenty (120) hours of sick leave credits per fiscal year.
- C) Probationary Part-Time, Term and Labour Service employees with less than three (3) months services may be allowed advanced sick leave at the discretion of the Employer.

**17.4 Use of Sick Leave**

**17.4.1 Reporting Sickness**

- A) An employee who is sick shall inform his immediate supervisor before the hour they are to report for work. Where the employee requires a replacement worker, he shall notify his supervisor at least one (1) hour prior to his start time.

- B) An employee who fails to inform his supervisor of his intention not to report for work shall be considered absent without leave, Except where in the opinion of the Employer extenuating circumstances exist, a deduction in pay may be made equivalent to the pay the employee would have received.
- C) Note: **Article 17.4.1 C) is set aside for the term of this Agreement and replaced with Letter of Understanding 01-19. See LOU 01-19.**

All employees shall be eligible for sick leave benefits if they indicate they **are** unfit for work due to sickness after they **are** called or scheduled to report for work, or anytime prior to the commencement of the shift, provided they have accumulated sick leave credits. This would not include shifts which would represent an overtime situation.

**17.4.2 Maternity**

- A) An employee who has medically substantiated need to be absent from work for health reasons related to pregnancy either before, on or after the date of delivery, shall be allowed to access accumulated sick leave credits. The employee shall provide the Employer with a medical certificate to substantiate the request.

**17.4.3 Use Ai Lay-off or Recall**

- A) An employee who becomes ill prior to receiving notice of permanent or seasonal lay-off and whose illness has not ended prior to the date of lay-off shall be able to use his sick leave accumulation **up** to a maximum of **seventy-five (75)** days from his date of illness, subject to medical verification, This provision shall also apply when the Employer gives the notice two (2) or more months prior to the date of lay-off.
- B) Employees shall not accumulate seniority for time spent on sick leave after the date of lay-off.
- C) An employee who becomes ill after receiving notice of permanent or seasonal lay-off and whose illness has not ended prior to the date of lay-off, shall be eligible to use his sick leave accumulation only to the date of lay-off.
- D) An employee who is called back for work from seasonal lay-off and unable to report due to sickness, shall be entitled to use available sick leave credits,

**17.4.4 Proof of Illness**

- A) On Employer request an employee shall provide a form attesting to their sickness,
- B) The Employer may require an employee to provide a physician's certificate and the Employer will be responsible to pay the cost.

- C) **The Employer reserves the right** to call for an examination by a physician selected and paid for by the Employer,

**17.5 Pressing Necessity and Personal/Family Responsibilities**

- A) Leave for Pressing Necessity is drawn from an employee's sick leave balance and may be used for emergent and compassionate leave situations in accordance with the Collective Agreement and Employer's policy on Pressing Necessity.
- B) Personal/Family Leave is also drawn from an employee's sick leave balance and is to be used for carrying out a personal or a family responsibility within the **context** of today's societal demands and pressures. These responsibilities include matters where **the** employee **has** an obligation or duty and where he may be held accountable or answerable in some manner if the obligation is not met. This leave does not apply to purely discretionary personal or family matters. The individual employee's judgment should be tempered with good faith reasoning and an understanding that if **abused** the ability to take time off with pay for important personal or family responsibilities may be denied.
- C) The usage of these paid leaves is restricted to a portion of the employee's accumulated sick leave balance due to Federal Government Employment Insurance Regulations. By complying with **these** regulations we significantly **reduce** the cost of Group Life Insurance Premiums to individual employees,
- D) In order to meet the Employer's need of running an effective, efficient work environment there needs to be a balance between personal/family responsibilities and service delivery to **the** public. Employees should provide reasonable notice when they intend to utilize personal/family leave in order to minimize the negative effect on service delivery.
- E) Pressing Necessity and Personal/Family Leave shall be administered as follows:
1. an employee who maintains a minimum of seventy-five (75) sick leave credits may be permitted by the Employer to use sick leave credits for pressing necessity, and to a maximum of five (5) days per fiscal year for personal/family responsibilities;
  2. an employee with less than seventy-five (75) sick leave credits may be granted up to three (3) days sick leave by his immediate supervisor to be used for pressing necessity or personal/family responsibilities, cumulative from year to year until a minimum of seventy-five (75) sick leave credits have been accumulated (and subject to using a maximum of five (5) days per fiscal year for personal/family responsibilities);

3. an employee with less than seventy-five (75) sick leave credits who requires leave with pay in *excess* of permitted limits, **may** be granted an advance to a maximum of three (3) sick leave credits (subject to using a maximum of five (5) days per fiscal year for personal/family responsibilities). This **advance** shall be charged against the employee's sick leave credits in the following year;
4. unless there are unusual circumstances, leave for personal/family responsibilities should be utilized one day at a time;
5. leave with pay for pressing necessity or personal/family responsibilities shall be granted in response to verbal requests provided that a written request shall be submitted after the leave has been granted;
6. requests will be granted by the immediate supervisor to an extent considered to be fair and reasonable and in accordance with the Employer's policies and preamble above;
7. the Employer reserves the right, in exceptional cases, to request evidence from the employee that the leave is for matters of pressing necessity or personal/family responsibilities. An explanation will be provided to the employee **where** an employee is refused leave under this article;
8. employees who **are** not eligible to access leave with pay for pressing necessity or personal/family responsibilities from sick leave credits, may use time-in-lieu, vacation leave, banked EDOs or other leave provisions;
9. if paid leave is not available, leave of absence without pay may be granted by an employee's immediate supervisor for reasons of pressing necessity or personal/family responsibilities.

**Article 18 LEAVES OF ABSENCE**

**18.1 Mandatory Leave**

**18.1.1 Definite Leaves of Absence Without Pay**

Upon written application, definite leaves of absence without pay shall be granted for:



#### 18.1.1.1 **Maternity**

- A) An employee who has completed twenty (20) **weeks** of continuous employment, without a break in service, who makes application at least one (1) month in advance of the estimated date of confinement and provides a medical certificate certifying she is pregnant shall be granted leave consisting of a period up to and including twenty-four (24) calendar months subject to the following conditions:
1. an employee shall not be dismissed or laid off solely because she is pregnant or has applied for maternity leave;
  2. where the pregnancy of the employee and/or requirements of post-natal care would reasonably interfere with the performance of her duties, the Employer may require the employee to take a period of leave not to exceed two (2) months immediately prior to the estimated confinement date and/or two (2) months immediately subsequent to the date of birth;
  3. with the consent of the Employer an employee shall be entitled to return from maternity leave in advance of the expiry of the leave; and
  4. employees may be entitled to sick leave provisions in accordance with Article 17.4.2.
  5. employees may be entitled to Maternity Leave top-up provisions in accordance with Article 15.16.

#### 18.1.1.2 **Paternity or Legal Adoption**

- A) An employee who has completed twenty (20) **weeks** of continuous employment without a break in service and makes application at least one (1) month in advance of the requested commencement date shall be granted leave up to twenty four (24) months. The leave may be granted not more than six (6) **weeks** preceding the estimated date of birth or legal adoption and end not later than twenty four (24) calendar months after the actual date of birth or legal adoption.

#### 18.1.1.3 **Prolonged Illness**

- A) An employee suffering prolonged illness shall, on application, be granted definite leave of absence as follows when all sick leave credits have been expended:
1. Accepted Adjudicated Claims  
  
Subject to Article 23:
    - i) Employees suffering from prolonged illness and have had their claim adjudicated and accepted by a third party shall, upon request, be placed on a leave of absence.

- ii) The Employer **shall** not permanently fill the employee's position for a period of **twenty-four** (24) calendar months while the employee is on leave of absence for prolonged illness. The employee shall be entitled to return to their home position. If it is determined the employee will not be able to return to their home position, the parties may waive the **twenty-four** (24) month provision, allowing the position ~~to be filled~~ permanently. At the completion of the **twenty-four (24)** calendar month definite leave, the employee shall be placed on an indefinite leave of absence.
- iii) Subject to written authorization from the employee, the Employer shall make available, where reasonable, information it may have which would facilitate the application of an employee who is ill, injured, or disabled, for any benefit or payment to which the employee is lawfully entitled.
- iv) The Joint Rehabilitation Committee shall be responsible for developing and administering rehabilitation programs for employees as per the Rehabilitation Provisions.

2. No Accepted Adjudicated Claim

- i) Employees suffering prolonged illness where there is no accepted adjudicated third party claim shall, upon request, be placed on a leave of absence.
- ii) The Employer **shall** not permanently fill the employee's position ~~for~~ a period of twenty-four (24) calendar months while the employee is on a leave of absence for prolonged illness. The employee shall be entitled to return to his home position.
- iii) Employees who have no accepted third party adjudicated claim and do not return to work from prolonged illness within twenty-four (24) calendar months shall be placed ~~on~~ the Service Wide Re-employment List for three (3) years at the completion ~~of~~ his **twenty-four (24)** calendar **month** leave.

**18.1.2 Definite Leaves of Absence With Pay**

Definite leaves of absence with pay shall be granted for:

**18.1.2.1 Union Business**

- A) The Employer agrees employees will from time to time require leave of absence for Union business. The parties recognize Union leave is integral to **harmonious relations**, and of benefit to both parties.

- B) **Employees on leave for** Union business shall **be** compensated on the same **basis** as a normal workday.
- C) Definite **leaves** of absence with pay shall **be** granted subject to reimbursement by the Union and in accordance with the following provisions:
  1. the **employee** is on authorized Union Leave;
  2. the employee requests leave for Union business in writing. Verbal notice is acceptable in unusual circumstances;
  3. leave shall not unreasonably interfere with the operation of the Employer nor shall it **be** unreasonably withheld;
  4. the Union **agrees** to provide **the** Employer forty-eight (48) hours notice of request for Union leave, **except** in unusual circumstances; and
  5. upon reasonable notice to the Employer, the employee **shall** be **able** to return **to** his position, prior to the expiration **of** the approved **leave**, provided the return **does not** result in additional expenditures to the Employer.

**18.1.2.2 Leave to Act as a Union Representative on Staffing Panel**

- A) **Employees** shall be **allowed** leave with pay, not subject to reimbursement by **the** Union, while acting as a Union representative on Staffing Panels during normal working hours.
- B) Employees acting as Union panel representatives outside normal working hours shall **be** compensated at straight time pay and these hours will not be included in their averaging period, **By** agreement at the local **level**, time may be **banked** at straight time and taken by mutual agreement within the fiscal year.

**18.1.2.3 Medical Donor Leave**

- A) An employee who **is** donating an organ or bone marrow shall be granted time off with pay. **The** employee **shall** be granted **leave** with pay for the period required for the donation and recuperation as approved by a medical physician.

**18.2 Discretionary Leave**

- A) Leaves of absence are intended to provide employment security for the employee while meeting the **needs** of the Employer,

When considering **an** application for **a leave** of absence, the following principles shall **be** applied consistently and fairly:

1. beneficial **to** the employee and the organization;
  2. used responsibly and in the public interest;
  3. support the objectives **of** delivering quality services.
- B) Requests for **leave** must be submitted in writing.

**18.2.1 Definite Leaves Without Pay**

- A) Providing satisfactory arrangements can be made to accommodate the work, an **employee** may be granted a definite leave of absence without pay for up to one year.
- B) **An** employee after having received a definite **leave** may request additional leave(s) **consecutive** with **each** other. The first **leave** and the additional consecutive leaves shall not total a period **greater** than two (2) years.
- C) **Notwithstanding the above, where the leave is for the purpose of working in a Term assignment with the Employer, the request can be for the length of the Term assignment.**

**18.2.2 Employee Accompanying Spouse**

- A) A Permanent employee accompanying his spouse who *has* been relocated, **may** request one of the following:
1. definite leave of **absence** without pay up to a maximum of twelve (12) months; or
  2. name placed on the Service-Wide Re-employment List for a period of three (3) years. (Labour Service **Department** Re-employment List in the **case** of a **Labour Service Employee**)
- B) If the **employee has** not been **successful** in obtaining **alternate** employment in the public **service by** the **end** of the **leave** or at the end of the three (3) **year** period on the re-employment list, he will be deemed to have **resigned**.

**18.2.3 Involuntary Transfer - Transfer Not Accepted**

- A) **If** a Permanent **employee is** being involuntarily transferred and he does not accept the transfer, a **leave** of absence without pay may be granted for a period of up to one (1) **year**.
- B) During the period of **leave**, the **employee shall** only have rights to **apply for positions**. **If the employee has not been successful** in obtaining **alternate** employment in the public service by the **end** of the leave, **he** will be deemed to have **resigned**. If the **leave is granted**, the Employer may permanently staff the position.

#### **18.2.4 Indefinite Leaves Without Pay**

- A) All employees, except Term, may be granted an indefinite leave of absence without pay.
- B) Employees on indefinite leave of absence shall be required to apply for extensions annually, giving proof the original conditions under which the leave was granted still prevail.
- C) A Permanent employee granted an indefinite leave of absence without pay shall, upon written request at the conclusion of the leave, have his name placed on the appropriate re-employment list.
- D) If Indefinite leave was granted to allow the employee to work for a crown corporation, upon conclusion of the leave, the employee may request re-employment consideration for positions in their former agency in their former occupation and level. These employees will be considered before external candidates.

#### **18.3 Reinstatement from Definite Leave**

- A) An employee granted a definite leave of absence, with the exceptions of involuntary transfer and prolonged illness, shall, at the end of the leave or at an earlier date agreed to by the Employer, be reinstated in their position.
- B) If the position of a Permanent employee was abolished during his absence he shall be subject to the lay-off provisions.
- C) If an employee's position was reclassified upward during his absence, he shall be subject to the provisions applicable had he been occupying the position at the time of its reclassification.
- D) If the position was reclassified laterally or downward during his absence, he shall elect one of the following alternatives:
  - 1. the application of the lay-off provisions; or
  - 2. to return to the reclassified position provided he meets the minimum qualifications.

#### **18.4 Benefits Earned While on Leaves of Absence Without Pay or Lay-Off**

- A) While on leave of absence without pay, education leave, deferred salary leave, or lay-off (except for the period of seasonal lay-off during the approved leave), employees shall be entitled to earn benefits as follows:
  - 1. For the first thirty (30) consecutive calendar days or less:
    - i) all benefits except any designated holidays which fall in the period of leave.

2. For **the** period of **leave** from thirty-one (31) to ninety (90) consecutive calendar days or less:
  - i) sick leave;
  - ii) seniority; and
  - iii) calculation of increment entitlements only.
3. For the *period* of **leave** after ninety (90) consecutive calendar days:
  - i) increments in accordance with the increments provisions following leaves of absences without pay and lay-off;
  - ii) seniority for the full period of definite leave.
4. When leave of absence is for the purpose of accepting other employment with the Employer, the Employer may waive this clause and grant benefits of this agreement as is deemed appropriate under the circumstances; and
5. The benefits provided under this article shall apply only if an employee returns to work at the expiry of his leave unless otherwise determined by the Employer.

**Article 19    EMPLOYMENT SECURITY**

- 19.1**        The parties agree to enhance the employment security of the members of the bargaining unit and to work jointly to seek efficiencies and cost savings in order to avoid job abolition.
- 19.2**        The parties will meet to review employment security before February 28th of each year, to ascertain the extent to which employment security can be provided in the next budget year.
- 19.3**        In the face of possible job **loss** as a result of budgetary downsizing, transfer of services (devolution), reorganization, or contracting out, the parties agree to take the following measures as alternatives to job **loss**:
1. department Union/Management Committee (UMC) to identify possible alternative cost savings to avoid job abolition;
  2. examine feasibility of retraining affected employees for available jobs;
  3. allow greater flexibility in redeployment provisions (the process of using transfer **and** demotion in finding an alternate placement within Executive Government) prior to job loss;
  4. seek alternate employment opportunities in the broader public service.

- 19.4** The Employer agrees to operationalize any required downsizing through the targeted restricted early retirement program, in place at that time, as a first **priority**.
- 19.5** If the foregoing does not prevent job loss, the following shall **apply** to Permanent Full-Time and Permanent Labour **Service** employees:
- A) **On Budgetary Downsizing**
1. Downsizing through the targeted restricted **early** retirement program in **place** at that time. If the downsizing objective cannot **be** reached through **early** retirement, the parties **will** meet to **seek** satisfactory resolutions to meet the required goals.
  2. Canvass employees to determine those who wish to **access** leave of **absences** or voluntary resignation with **access to** Career Assistance Options.
  3. Bumping.
  4. Access Career **Assistance** Options.
- B) **On Transfer of Services (Devolution)**
1. **All** possible options will **be** explored by the Employer to maintain employment within the bargaining unit for those employees that request it upon notification **of** a transfer of services.
  2. If transferred, the employee will have his name placed on a re-employment list for three (3) years.
  3. **Employees'** collective agreement transferred with employees in accordance with Section 37 of **The Trade Union Act**.
  4. Where the change to the job on transfer is tantamount to job abolition, employees may choose to **access leaves** of absence, voluntary resignation and access Career Assistance Options rather than accept employment **with** the new Employer.
- C) **On Contracting Out**
1. **It is** not the intention of the Employer to enter into new contracting **out** of work arrangements that directly result in the loss of any Permanent employee's employment during the term of the Collective Agreement. However, if it becomes necessary to contract out, **the** following principles will apply:

- i) the Employer will endeavour to avoid contracting out work that can be done by employees of the government in an effective, efficient manner within the public policy framework and meeting the operational time constraints of the work. The Employer is prepared to receive submissions from the UMC and the Union in this regard;
  - ii) the Union and the department Union/Management Committee (UMC) will be provided with as much notice as possible, with a minimum of thirty (30) calendar days notice and an opportunity to discuss any planned intent to contract out;
  - iii) all contracting out arrangements will be reviewed by the UMC on their expiry to determine the economic feasibility of reducing contracting out;
  - iv) in reviewing new and existing contracting out, where it may be feasible that the work can be performed by government employees, the *parties* agree to work together towards accomplishing this goal:
  - v) when contracting out of bargaining unit work is done, the Employer will ensure no Permanent employee will lose employment as a direct result of contracting out;
  - vi) employees affected will have access to lay-off provisions of the **Collective** Agreement;
  - vii) employees on recall as a result of contracting out will **have** their names maintained on the re-employment list for three (3) years;
  - viii) existing historical employment practices related to contracting work out will not be restricted by this provision;
  - ix) the Union is prepared to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to keep this work within the bargaining unit;
  - x) the parties **agree** to examine training opportunities to avoid long term contracting out situations.
2. The contracting out provisions will expire on September **30, 2006**.

D) **Reorganization**

1. Any downsizing as a result of reorganization will occur through the targeted restricted early retirement program, in place at that time, as a first priority.



2. **Affected employees** will be retrained to *meet new* organizational **needs**, if at all possible.
3. Canvass **employees** wishing to access leaves of absence, or voluntary resignation and access Career **Assistance** Options.
4. Bumping.
5. Access Career Assistance Options.

**19.6 Career Assistance Options**

A) Permanent Full-Time and Labour Service employees whose jobs are abolished and who **access** the re-employment **list** or, who resign and accept severance, may access the Career Assistance Options. The maximum value of Career Assistance **shall be** five-thousand dollars (\$5,000) calculated on **the** basis of one-thousand dollars (\$1,000) for every two (2) years of service, prorated for partial years.

1. Employees **may** elect **one** or **more** of the following assistance options to a maximum value of five-thousand dollars (\$5,000). Employees on the re-employment list may elect one (1) or more of options (i) through (iii).

i) **Career Counseling and Job Placement**

Career counseling and **job** placement to a maximum of five-thousand dollars (\$5,000) will be provided **by any one** of a number of companies and can **be** accessed for one (1) year from the date the employee's position is abolished.

Career counseling and job placement services include **assessment**, resume writing, interview coaching, job search techniques, office support and expenses associated with attending interviews.

**Employees** must notify the Employer of their intention to **access** career counseling and job placement **services** and indicate the **type** of **service** desired.

The Employer will liaise with the selected company to refer **the** employee, and establish a defined credit account for the employee.

The **selected** company will invoice the Employer for all out-placement services provided.

ii) Retraining Assistance

Retraining assistance to a **maximum** of five-thousand dollars (\$5,000) will be provided in the form of payment of tuition fees at any Saskatchewan educational institute. Approval to attend an out of province program may be provided by the Chair on an exceptional basis, based on individual circumstances.

Employees will be able to access retraining assistance over a three (3) year period commencing the date the employee's position is abolished.

Upon notification by the employee of the educational institution ~~he/she will~~ be attending, the **Employer will** advise the educational institute to invoice the respective department for tuition fees incurred by the **employee**.

iii) Saskatchewan Relocation Assistance

Relocation assistance to a maximum value of five-thousand dollars (\$5,000) will be administered in accordance with the provisions of the current relocation policy.

Relocation assistance will be limited to in-province relocation expenses.

Employees may access the relocation assistance over a one (1) year period commencing the date the employee's position is abolished.

iv) Career Adjustment Assistance

Career adjustment assistance to a maximum of five-thousand dollars (\$5,000) will be provided on a reimbursement basis for expenses employees incur in pursuing alternative employment opportunities.

Employees may access Career Adjustment Assistance **over** a one (1) year period commencing **the** date the employee's position was abolished.

Expenses that would be considered for reimbursement include ~~business~~ start-up costs, **travel**, etc.

v) Enhanced Severance

Enhanced Severance calculated on the basis of one (1) weeks salary for every year worked to a maximum of five (5) weeks or three-thousand dollars (\$3,000) will be provided to employees who elect to ~~resign~~ and **access** Career Assistance. Enhanced Severance shall be the lesser of five (5) weeks or three-thousand dollars (\$3,000).

2. The Career Assistance Options provisions will expire **September 30, 2006.**

**19.7            Position Abolishment**

**19.7.1        General Provisions**

**19.7.1.1     Notice of Position Abolishment**

- A) The Employer will inform the Union as far in advance as possible of any impending lay-offs and position abolishments. Written notice of at least sixty (60) calendar days shall be given to any employee whose position is to be abolished.
  
- B) **In a department where a significant number of job abolitions are planned, the department will meet with the Chair of the bargaining unit as far as possible in advance of the Job abolition notices being delivered to discuss the planned changes.**

**Upon notification to the union of position abolishment(s), the Chair of the bargaining unit (or designate) may request the rationale for position abolition. The department will contact the Chair of the bargaining unit to discuss the rationale.**

**19.7.1.2     Notice to Exercise Bumping Rights**

- A) **As closely as possible**, bumping is intended to maintain an employee's salary rate and classification level, location, duties and responsibilities,
  
- B) **An employee who intends to exercise his bumping rights shall indicate his intention in writing within five (5) working days of receipt of notice of the position abolishment. Permanent Full-Time employees shall provide notice to the Commission and Permanent Part-Time and Permanent Labour Service employees shall provide notice to his designated Department official.**
  
- C) **An employee who fails to indicate an intent to bump, within the five (5) working days, shall be deemed to have opted to go on lay-off, or he may resign and receive severance pay.**

**19.7.1.3     Bumping Time Frame and Salary Continuance**

- A) Every effort will be made to **complete** the bumping process prior to the position abolishment date, but in no event will the employee be retained in **the** position **beyond** that date,
  
- B) Notwithstanding the above, **any** Permanent Full-Time or Labour Service employee who fails to retain employment through the bumping process by their **date of lay-off** and *who* should be able to retain employment, shall be provided with salary continuance until their placement in a **new** position.

#### **19.7.1.4 Acceptance of an Offer of a Position**

- A) An **employee** will have three (3) working days, not including the date of **offer**, to consider **the** formal offer of a position made **as** a result of **exercising his** bumping rights. **If** the employee **does** not accept the offer of the position within the three (3) working **days**, he will be deemed to **have** declined the offer.
- B) For Permanent Full-Time **and** Labour Service **employees**, the following shall **apply**:
1. if an **employee** does not accept an offer of a position in **the** mandatory **stage** of **bumping**, they will be **deemed** to **have** resigned. Notwithstanding, such an **employee** will still be eligible for severance **pay** or to access retirement programs **currently** in place:
  2. if **an** employee **does not** accept an offer at the optional **stage** of bumping, he **will** be **placed on** lay-off or may resign and receive **Severance** pay or **access** retirement programs **currently** in place.
- C) For Permanent Part-Time **employees**, the following **shall apply**:
1. if an **employee** declines an offer of a position in **his** own occupation, classification **level** and work unit, he will be deemed to have resigned and receive severance pay;
  2. if an employee declines an offer of a position in a lower classification level **within** his work unit or seniority unit, he will **be** placed on lay-off or he may resign and receive severance pay.

#### **19.7.1.5 Rights of Bumped Employees**

- A) A Permanent **employee** who **was** bumped **shall have** bumping rights. However, the sixty (60) day written **notice** requirement does **not apply**.

#### **19.7.1.6 Position Abolishment During A Subsequent Probationary Period**

- A) A Permanent Full-Time and Labour Service employee on subsequent probation **whose** position is abolished **shall have** the right to revert to their former position as per the reversion provisions.
- B) A Permanent Part-Time employee on subsequent probation whose position is abolished shall **be offered** available **work** for which he is qualified in the previous seniority unit as per the Permanent Part-Time - Failure of Probation provisions.

**19.7.1.7 Time to Adjust In New Position**

- A) A Permanent **employee**, who, as a result of a reduction in staff, assumes a new position, shall **be** allowed the minimum of **the** probationary period for that occupation to familiarize himself with the new duties.
- B) If, during the familiarization period, the parties determine that the bump **was** inappropriate, options **will** be reviewed with the employee and Employer to **resolve** the issue with **the last** resort being a return to the bumping process to determine a more appropriate bump.

**19.7.1.8 Placing Names on Re-employment Lists as a Result of Position Abolishment**

- A) Re-employment provisions in the Collective Agreement apply, unless otherwise specified below.
- B) Employees may have their name placed on re-employment lists, for an unbroken period, not to exceed three (3) **years**, as follows:
  - 1. Permanent Full-Time employees on the Permanent Full-Time Service-Wide Re-employment list:
  - 2. Permanent Labour **Service** employees on the Permanent Labour Service Department Re-employment List:
  - 3. Permanent Part-Time employees on the Permanent Part-Time Service-Wide Re-employment List.
- C) **As a result** of position abolishment, employees may have their name placed on appropriate re-employment lists **as** follows:
  - 1. **After** electing to go on lay-off.
  - 2. After a Permanent Full-Time or Permanent Labour **Service** employee refuses an offer of a bump **at** the Optional Stage.
  - 3. After a Permanent Full-Time or Permanent Labour **Service employee** accepts an offer of a downward bump at the Optional **Stage**.
  - 4. **After** electing to bump **and** no bump option is available. **The** three (3) **year** period shall commence from **the** date **when** the search for bumping options for that employee **has** been exhausted **as** determined by the Commission.
  - 5. After a Permanent Part-Time employee declines an offer of a position in a different occupation, in the **same** or different classification **level** within his work unit, or seniority unit.

**19.7.1.9 Re-employment Provisions for Employees Affected by Position Abolishment**

**A) Callbacks from the Re-employment List**

A Permanent Full-Time or Labour Service employee on a re-employment list shall be entitled to three (3) **callbacks** and will have their name removed from the list following rejection of the third callback.

A Permanent Part-Time employee on a re-employment list shall be entitled to two (2) callbacks and will have their **name** removed from the list following rejection of **the** second callback.

**B) Transfer to Former Classification Level and Agency**

A Permanent Full-Time employee whose position has been abolished in one agency and who is re-employed in another **shall**, if either **he** or his new agency head **so** requests, **be** employed to fill any vacancy for which **the** employee is qualified, arising in his former occupation and classification level, in his former **agency**, within a period of three (3) years from the date of position abolishment.

**C) Voluntary Demotion While on the Re-employment List**

A Permanent Full-Time or Labour Service **employee** who, while on **the** re-employment list, takes a voluntary demotion will have their name remain on **the** appropriate re-employment list for the higher classification **levels** for **the** balance of the three (3) year period.

A Permanent Part-Time **employee** who, while on the re-**employment** list, takes a voluntary demotion will have their name remain on the appropriate re-employment list for **the** higher classification **levels** until such time **as he** completes the equivalent of a subsequent probationary period in the lower level position or for the balance of the three (3) year period, whichever is **shorter**.

**19.7.2 Permanent Full-Time Employees**

**19.7.2.1 Options Upon Position Abolishment**

**A) A Permanent employee whose position is abolished shall have the right to access one (1) of the following options upon written application:**

1. bumping **rights** on the basis of total seniority;
2. to go on lay-off and exercise re-employment rights;
3. to retire, if eligible;
4. to resign and receive severance pay:

5. indefinite **leave of absence without pay at the conclusion** of which an employee may **elect to** a) resign with severance; or b) retire, if eligible; or c) go on lay-off and exercise re-employment rights,

#### **19.7.2.2 Bumping Order**

- A) The Chair **shall** determine the occupations and positions to which an employee is qualified to bump. Upon written request, the Commission shall supply written rationale for its decision.
- B) Bumping rights shall **be** exercised as set out below. Bumping shall cease when an employee is made an offer at the mandatory **stage** or accepts an **offer**, or fails to bump.
- C) Bumping shall **be** exercised in the following order within each stage of the process:
  - first: A Permanent Full-Time position designated **by** the Chair as vacant;
  - second: A Permanent Part-Time or Term employee encumbering a vacant permanent full-time position;
  - third: An employee on initial probation in a Permanent **Full-Time** position with the least service;
  - fourth: The Permanent Full-Time employee with the least total seniority.

#### **19.7.2.3 Mandatory Bumping Stage**

- A) First: in the employee's own occupation at the same classification level, **own** agency and own locality.
- B) Second: in the employee's own occupation in the same classification level, in another **agency** and own locality.
- C) If the employee is not offered a position through **the** mandatory stage, he shall choose one of the following:
  1. proceed to the optional stages; or
  2. **go on lay-off** as per initial notice; or
  3. resign and receive severance **pay**; or
  4. access retirement programs; or
  5. go on indefinite **leave** of absence without pay.

#### **19.7.2.4 Optional Bumping Stage**

- A) **An employee** accessing the optional stages of the bumping process shall **be** offered, if available, a **choice** of two (2) bumping options:

## Location Preference

In order to maintain an employee's location, an **employee** will be offered the **first** available bumping option the Chair **has** determined the **employee** to be qualified for. The bumping option will **be** offered in the following order:

1. to bump within their own locality:
  - i) laterally, in their **own** agency;
  - ii) laterally, in another agency;
  - iii) downward, in their **own agency**;
  - iv) downward, in another agency.
2. to bump in another locality:
  - i) in the **same** occupation and classification level, in their own agency;
  - ii) in the same occupation and classification level, in another agency;
  - iii) laterally, in their own agency;
  - iv) laterally, in **another agency**;
  - v) downward, in their own agency;
  - vi) downward, in another agency.

## Salary Preference

In order to maintain an **employee's** salary **as** closely **as** possible, an **employee** will be offered the **first** available bumping option the Chair **has** determined the employee to **be** qualified for. The bumping option will be offered in the following order:

1. to bump laterally:
  - i) in their own agency, in their own locality;
  - ii) in another agency, in their own locality.
2. to bump in *the* same occupation and classification level:
  - i) in their **own** agency, in another locality;
  - ii) in **another** agency, in another locality.
3. to **bump** laterally:
  - i) in their own **agency**, in another locality;
  - ii) in another agency, in another locality.
4. to **bump** downward:
  - i) in their **own** agency, in their own locality;
  - ii) in another agency, in their own locality;
  - iii) in their **own agency**, in another locality;
  - iv) in another agency, in another locality.



**19.7.2.5 Employee Not Offered a Position**

- A) If an employee is not offered a position **after** having proceeded through all **stages** of bumping, they may go on the re-employment list or resign and receive severance pay or **access retirement** programs or go on indefinite leave of absence. Permanent employees who are not offered a position through lateral bumping and who possess Labour Service seniority may exercise their rights as below **before** proceeding to downward bumping.

**19.7.2.6 Into Labour Service Position**

- A) A Permanent Full-Time employee who is laid off and *who* formerly held permanent status within Labour Service, will **be** entitled to use their combined seniority to bump back into art occupation within their former agency in Labour Service in which they last held permanent status.

**19.7.3 Labour Service Employees**

- A) Permanent **employees** shall **be** laid off in reverse order of seniority **by** occupation and classification **level**.

**19.7.3.1 Options Upon Permanent Lay-off**

- A) A Permanent employee whose position is abolished shall have the right to **access** one (1) of **the** following options upon written application:
1. bumping rights on the **basis** of total seniority;
  2. to go on lay-off and exercise re-employment rights;
  3. **to** retire, if eligible;
  4. to resign and receive severance **pay**;
  5. indefinite **leave of absence** without **pay** at the conclusion of which **an employee** may elect **to** a) resign with severance; or b) retire, if eligible; or c) go on lay-off and exercise re-employment rights.

**19.7.3.2 Bumping Order**

- A) A Permanent employee, providing he is qualified **and** has more total seniority, **shall** bump within **his own agency** in the following order:

**19.7.3.3. Mandatory Stage:** In his own occupation, at the same level, and in his own locality.

A) If the **employee** is not offered a position through the mandatory stage, he **may**:

1. proceed to **the** optional stages: or
2. go on lay-off as per initial notice; or
3. resign and receive severance pay; or
4. access retirement programs; or
5. go on indefinite leave of absence without pay.

**19.7.3.4 Optional Stage:** A Permanent **employee** accessing the optional stage of the bumping **process** will be offered a bumping option in both of the following preferences:

#### Location Preference

In order to maintain the employee's location, the employee will be offered the **first** available bumping option the Chair has determined the employee to be qualified for. The bumping option will be offered in the following order.

1. To bump within his own locality:
  - i) laterally, in his own seniority unit;
  - ii) laterally, in another seniority unit;
  - iii) downward, in his own seniority unit;
  - iv) downward, in another Seniority unit.

#### Salary Preference

In order to maintain the employee's **salary** as closely as possible, the **employee** will be offered the first available bumping option the Chair has determined the **employee** to be qualified for. The bumping option will be offered in the following order:

1. **To bump in the same occupation and classification level:**
  - i) in another locality, in his own seniority unit;
  - ii) in another locality, in another seniority unit.
2. To bump in the same classification **level**, other occupation;
  - i) in another locality, in his own seniority unit;
  - ii) in another **locality**, in another seniority unit.
3. To bump downward:
  - i) in his own locality, in his own seniority unit;
  - ii) in his own locality, in another seniority unit;
  - iii) in another locality, in his own seniority unit;
  - iv) in another locality, in another seniority unit.

## **19.7.4 Permanent Part-Time Employees**

### **19.7.4.1 Options Upon Position Abolishment**

- A) A Permanent employee whose position is abolished shall have the right to access one (1) of the following options upon written application:
1. bumping rights on **the** basis of total seniority;
  2. to **go** on lay-off and exercise re-employment rights;
  3. to retire, if eligible;
  4. to **resign** and receive severance pay;
  5. indefinite leave of **absence** without pay at the conclusion of which an employee may elect to a) resign with severance; or b) retire, if eligible; or c) go on **lay-off** and exercise re-employment rights.

### **19.7.4.2 Bumping Order**

- A) The Permanent **Head** shall determine the occupations and permanent part-time positions to which an employee is qualified to bump. Provided an **employee** is qualified, bumping **shall be** exercised first within the employee's own work unit. **If the employee is not offered a position in their work unit, then bumping rights may be exercised within the seniority unit. Bumping shall cease when an employee is made an offer at any stage of the bumping, or if the employee fails to bump.**
- B) Bumping shall **be** exercised in the following order:
- first: To **bump** in the **employee's** own occupation and classification level;
  - second: To bump other occupations in the same classification level **which they have been deemed qualified for;**
  - third: To bump downward in other occupations **they have been deemed to be qualified for;**
  - fourth: If the employee is not offered a position in their work unit, they **may** proceed to bump within their seniority unit, or **go the** re-employment list or resign and receive severance or go on indefinite leave of absence.

## **19.7.5 Term Employees**

- A) Term employees have no bumping rights. Permanent **employees** in Term positions **shall** revert to their home positions.

**19.7.6 Employees on Initial Probation**

- A) **Employees that have not completed an Initial probation who are Impacted by Jobabolition can request re-employment consideration in competitions for positions in their former agency at their former occupation and level. These employees will be considered before external candidates. The other normal processes associated with re-employment lists will apply.**

**Article 20 DISCIPLINE, DEMOTION, DISMISSAL, TERMINATION & RESIGNATION**

**20.1 Documents Placed on Employees' Files**

- A) **A copy of any document or other information placed on any employee's file which might, at any time, be used for disciplinary action shall be supplied concurrently to the employee and to the Union unless the employee states in writing he does not want a copy sent to the Union,**
- B) **Disciplinary documents shall be removed from an employee's file after two (2) years unless there are disciplinary documents of equal or greater severity placed on the employee's file within the two (2) year period. If the Employer requests that documents remain more than two (2) years and the Union disagrees, the matter shall be referred to expedited arbitration. The employee will be informed in writing when documents are removed.**
- C) **An employee may make written request to the Permanent Head to have disciplinary documents removed from their file after one (1) year. The onus will be on the employee to provide adequate reasons to have the document(s) removed.**

**20.2 Dismissal For Cause Only**

- A) **An employee shall not be dismissed without good and sufficient cause to be stated in writing in the dismissal notice.**
- B) **A copy of the dismissal notice given to any employee shall be supplied, upon request of the employee, to the Union.**

**20.3 Notice of Termination of Employment, Demotion or Resignation**

**20.3.1 Termination of Probationary Employee**

- A) **Except in the case of dismissal for misconduct, an employee holding a probationary appointment in an occupation from which her services are to be terminated shall be given seven (7) calendar days notice of such termination provided that, if such notice is not**

given, a sum equal to seven (7) calendar days salary shall be paid to such employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave.

### **20.3.2 Termination of a Permanent Full-Time or Part-Time Employee**

- A) Notice in writing shall be given to any Permanent employee whose services are to be terminated in the occupation in which they hold permanent status provided that, if such notice is not given, a **sum equal to the notice period shall be paid to the employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave.**
- B) Except in the **case** of dismissal for misconduct, employees shall **be** given notice of such termination as follows:
1. thirty (30) calendar **days** written notice, if his period of employment is **less** than five (5) **years**;
  2. six (6) weeks written notice, if his period of employment is five (5) **years** or **more** but **less** than ten (10) **years**;
  3. eight (8) **weeks** written notice, if his period of employment is ten (10) **years** or more.

### **20.3.3 Termination of Labour Service and Term Employees**

- A) Except in the **case** of dismissal for misconduct, an employee holding a term appointment in an occupation from which his services **are to be** terminated shall **be given** notice of such termination as follows:
1. one (1) **week's** written notice, if his period of employment is less than one (1) year;
  2. two (2) weeks written notice, if his period of employment is **one** (1) year or more but **less** than three (3) **years**;
  3. four (4) **week's** written notice, if his period of employment is three (3) **years** or more but **less** than five (5) **years**;
  4. six (6) weeks written notice, if his period of employment is **five** (5) **years** or more but **less** than ten (10) **years**;
  5. eight (8) **week's** written notice, if his period of employment is ten (10) **years** or **more**.
- B) If such notice is not given, the employee **shall** be paid in lieu of notice. This payment shall **be** in addition to the payment in lieu of earned vacation **leave**, Permanent employees in term appointments shall revert to their home position.

**20.3.4 Termination of Instructional Family Employees**

- A) Except for dismissal for misconduct, notice of termination of an employee in the Instructional Family that applies to the end of the school year shall be given no later than May 1 and shall be effective on August 31.

**20.3.5 Involuntary Demotion**

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

**20.3.6 Notice in Writing**

- A) Notice in writing shall be either personally delivered or by dispatch of a registered letter to the employee's most recent address on record.

**20.3.7 Resignation by Employee**

- A) Employees shall give the same notice of resignation as that provided in Articles regarding notice of termination. An employee who fails to give such notice shall be struck from the payroll effective the date she absents herself without leave. The provisions of this clause may be waived by the Employer.

**20.4 Disciplinary Meetings**

- A) The Employer will advise an employee that they have the option of having union representation at any meeting where discipline, including termination, is being imposed upon them.

**Article 21 GRIEVANCE PROCEDURES**

**21.1 Procedures for Submission of Grievances**

- A) Any employee shall be entitled to submit an individual grievance to a designated supervisory official.
- B) Group grievances or grievances affecting more than one department must be submitted by a Union Agreement Advisor, elected representative or designate.
- C) Policy and interpretation grievances must be submitted by the PS/GE Negotiating Committee.

Grievances affecting more than one department, policy grievances and interpretation grievances shall be submitted to the Commission.

- E) Union staff may assist at any time during the grievance process.

**21.2 Access to Grievance Procedure**

- A) With the exception of a grievance which relates to a termination of employment, **access** to the grievance procedure is limited to a person who, at the date of initiating the grievance, is **an** employee within the **scope** of this agreement,

**21.3 Initiating a Grievance**

- A) A grievance shall be effective upon receipt by the Employer's designate. A grievance must be initiated within thirty (30) calendar days from **the** date on which the employee first became aware of the alleged infraction. Notwithstanding, the thirty (30) calendar **day** time limit shall not **apply** to those items included in the agreement where **the** Employer **has allegedly** failed to **apply** a specific benefit e.g.: vacation leave, **sick** leave, shift differential, etc.. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction first occurred. **The** effective date of **any** necessary retroactive **pay** adjustments shall be **the** date on which **the** infraction first occurred,

**21.4 Advancing and Responding to Grievances**

**Every** effort **should** be made to resolve problems through dialogue at the local **level** prior **to** going **to** grievance. The parties *agree* to ensure full explanation of issues during initial discussions at the local level.

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

- A) **Step 1** – Failing resolution of the problem through dialogue at the local level, the grievance shall be submitted in writing to the designated supervisory official, who shall render a decision in writing within **seven** (7) calendar days of receipt, A copy of the grievance shall be submitted concurrently to the Commission and Union.
- B) **Step 2** – If settlement cannot be reached at Step 1, the Union, within 14 calendar **days** of receiving **the** decision, may take up the grievance with the Permanent **Head**. **If the grievance is advanced to Step 2, the Union may request a meeting between the parties which will be scheduled within 30 calendar days from the date of the request.**

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

1. attempting to ascertain the facts and **negotiate** a resolution;
2. failing resolution by negotiation, agreeing to a joint statement of facts: and

3. based on the joint statement of facts, *recommend* the appropriate course of action to resolve the matter.

If settlement cannot **be** reached at Step 2, the Permanent Head shall render *his decision* in writing within 14 calendar days of receipt of the grievance; **or, 14 calendar days from the date of the meeting, whichever is applicable.**

- C) **Step 3** - If a settlement cannot **be** reached at Step 2, the Union, within seven (7) calendar days after receiving the decision, may apply for Arbitration.
- D) Individual grievances (where the settlement sought applies to an individual employee and sets no precedent) shall be dealt with in **accordance** with the Grievance Mediation provisions unless the parties agree otherwise.
- E) Prior to advancing to arbitration, the parties may agree to **access** alternate dispute resolution mechanisms. Further information on dispute resolution options is contained in Letter of Understanding 98-2 and Letter of Understanding 00-12.

#### **21.5** **Time Limits**

- A) The time limits **set out** in grievance procedures **may be** extended by mutual agreement between the parties.
- B) It is the desire **of** both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention **of** either *the* Employer or **the** Union to **evade** settlement of disputes on a procedural technicality. However, notwithstanding **the** forgoing, it is clearly understood that time limits established **herein** are for the sake of procedural orderliness and **are to** be adhered to. Should **either** party fail to adhere to the time limits, **the onus** is on that party to show a justifiable reason for its failure to adhere to such limits.

#### **21.6** **Grievance Administrative Procedures**

- A) The parties agree that grievances shall **be** dealt with at **such** times as operational requirements permit.
- B) The Employer will allow leave with pay for the grievor and a local steward, or two (2) elected Union representatives if there is not an individual grievor.
- C) **The Employer agrees to pay expenses** as **per** the Collective Agreement to the above representatives **when a** meeting is **convened by** the parties.
- D) The Employer **shall** grant leave with **pay to one** (1) grievor for Arbitration.



- E) **Employees** called as **witnesses** before the Arbitration **Board shall** be compensated for leave and **expenses** by the **party** who has requested their presence or shared by the parties if requested by the Arbitration Board.

**Article 22**    **ARBITRATION BOARDS**

**22.1**        **Establishment of an Arbitration Board**

- A) An Arbitration Board shall consist of three (3) members appointed in the manner provided in this article.
- B) Application for an Arbitration Board shall be made to the Commission. The application shall contain the name of the person appointed to the Board by **the** Union. A copy of the letter to the Commission **shall** be supplied concurrently to the affected agency.
- C) Within ten (10) working days of receiving the notice, the Commission shall provide the Union with the name of management's appointee.
- D) Within ten (10) working days of the appointment of the management nominee, the parties shall appoint a third member of **the** Board who shall be the Chair.
- E) The Commission, in consultation with **Departments**, **may attempt to** resolve with the Union, those grievances having service wide implications, prior to the arbitration hearing, in a manner they consider fair and equitable.
- F) Termination arbitrations will be heard, and decisions rendered, within **one** hundred and twenty (120) calendar days, **unless** otherwise agreed to by the parties.

**22.2**        **Proceedings of an Arbitration Board**

- A) The Chair of the Arbitration Board shall fix the time and place of sittings of an Arbitration Board **after** consultation with the other members. **He shall** notify the parties **as** to the time and **place**. The Arbitration Board shall *meet* not later than seven (7) calendar days after it has been constituted, unless by consent of both parties the date is set **back**.
- B) An Arbitration Board shall expeditiously and carefully inquire into the grievance and **all** matters affecting the merits **and** the rights of the parties **to** settlement of the grievance.
- C) In the course of the hearings, the Arbitration Board may make such suggestions and do such things **as** it deems right and proper **for** encouraging a fair and amicable settlement **of** the grievance, and shall hear representations made on behalf of the parties, and shall diligently proceed to mediate between them.

- D) An Arbitration Board may determine its own procedure, but shall **give** full opportunity **to** all parties **to** present evidence and **make** representations.
- E) An Arbitration Board **may** accept, admit, and call for evidence **as** it sees fit, whether strictly legal **evidence** or not.
- F) Each party **may** be represented before the Board by **up to two (2) persons** designated by the **parties**. Each party **shall** be bound by the actions of their representatives.
- G) If, without good cause shown, **any** party to a proceeding before an Arbitration Board fails to attend or **be** represented, the Arbitration Board may **proceed** as if the **party** had duly attended or been represented.
- H) The **expenses** of the Chair of the Board and any other common **expenses** such as hall rental and transcripts shall **be** shared equally by both parties,
- I) The proceedings of an Arbitration Board shall **be** completed within one (1) year of the appointment of **the** Chair.

**22.3 Decisions (Award of an Arbitration Board)**

- A) The Arbitration Board established under this agreement shall not **have** the authority to add to, subtract from, or amend any of the provisions of this **agreement**.
- B) Subject to the above, an Arbitration Board shall have the power to dispose of any grievance involving dismissal or disciplinary action in **the** following manner:
  1. by denying the grievance in total:
  2. by allowing the grievance in total: or
  3. **by** directing a compromise settlement which it deems just and equitable.
- C) The decision of the majority of the members of an Arbitration Board, or, where there is no majority decision, the decision of the Chair, shall **be** the decision of the Arbitration Board.
- D) The award of **the** Arbitration Board shall be rendered in writing within ninety (90) calendar days of the **close** of the hearing, unless otherwise agreed by the parties, and shall **be** final and binding on both **parties**. **Copies** of **the** award of the Board shall be supplied concurrently to the Commission and the **Chair** of **the** PS/GE Bargaining Unit,

**Article 23 WORKERS COMPENSATION**

**23.1 Requirement to Apply for Long Term Disability (LTD)**

- A) An employee who has been in receipt of Workers' Compensation Benefits for a period of ninety (90) or more calendar days shall make application for the SGEU Long Term Disability Plan,

**23.2 Permanent and Probationary Employees**

- A) When a Permanent or probationary employee is injured in the performance of his duties, or incurs an industrial illness, and the accident or illness is compensable under the provisions of **The Workers' Compensation Act**, the following provisions shall apply:
- B) Total compensation received by an employee shall not exceed normal earnings. Permanent and probationary employees shall be compensated on the following basis:
1. from and including the date of injury until not more than one (1) **year** from the date of injury, **the** employee shall receive **his** normal earnings and **any** benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee;
  2. after one (1) year from **the** date of injury to not more than two (2) **years** from **the** date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive his normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee. The difference between the employee's normal earnings and the benefit payable from Workers' Compensation will be charged against the employee's available sick **leave** credits;
  3. for purposes above the Permanent Part-Time employee's normal earnings **shall** be the average of his last four (4) pay periods or as defined **by** the Workers' Compensation Board whichever is greater;
  4. notwithstanding the **above**, the Employer **shall** not make any payments to a Labour Service **employee** during the period of seasonal lay-off. During periods of seasonal lay-off, the employee shall receive payments directly from the **Workers' Compensation Board** only;
  5. pending receipt of payments from the **Workers' Compensation Board**, an employee shall receive normal earnings, provided however, that the Employer in its discretion may limit such earnings to the amount of an employee's accumulated sick leave credits as at the commencement of her disability, Proof of disability will **be** required before such payments are made:

6. after **two** (2) years from the date of injury or **when** the **employee's** sick leave credits are exhausted, whichever occurs first, the employee shall receive payments directly from the Workers' Compensation Board only.

### **23.2.1 Employee Status and Benefits**

- A) From and including the date of injury until not more than two (2) years from the date of injury or the employee's **sick** leave credits are exhausted, whichever occurs first, **the** employee shall be **deemed** to be an active **employee** and earn all benefits, **except** vacation **leave** credits. Seasonal employees shall not earn any benefits during the period of seasonal lay-off.
- B) **Notwithstanding the above**, an employee who is being paid **as** per provisions of the **Workers'** Compensation articles of **this** Agreement shall **be** entitled to carry forward any unused vacation leave up to and including the full entitlement for the month of the injury, until he returns to **work**.
- C) For **the** period beyond **two** (2) years after the **date** of injury or when the **employee's** sick leave credits are exhausted, whichever occurs first, the employee shall receive an indefinite **leave** of absence and earn benefits in accordance with Leave of **Absence** provisions.
- D) An employee who receives an indefinite **leave of** absence as provided **above**, shall be paid out any outstanding vacation **leave** credits. **Any over** expenditure of vacation leave credits shall not be recovered from the employee.

### **23.3 Term Employees**

- A) Term employees **shall** be compensated and earn benefits in **accordance** with above, except that **at** the expiration of their term appointment the **Employer shall cease** paying the **employee** and the **employee** shall receive payments only **as** provided by the Workers' Compensation Board, and **the** employee shall not **be** entitled to **receive** an indefinite leave of **absence**,
- B) **After** the expiration of their term appointment, and while the employee is in receipt of payments from the Workers' Compensation Board, the one *hundred* and eighty (180) calendar day period of non-employment, for purposes of determining a **break** in service, will not start until the Workers' Compensation Board deems the employee fit **to** return for duty.

**Article 24    REHABILITATION**

**24.1        Joint Rehabilitation Committee**

- A) The Joint Rehabilitation **Committee** shall be responsible for developing and administering rehabilitation programs for employees, The Committee shall have equal representation and work cooperatively to place employees **back** into the work force **where** possible,

**24.2        Employee Placement**

- A) If an **employee** incurs a disability which prevents their return to work in the occupation **held** prior to the disability and the employee is capable of carrying out other duties, the parties shall mutually arrange to place the employee in a **suitable** position provided the **employees' medical** condition **was subject** to an adjudicated third party **claim**.
- B) The following provision shall apply to adjudicated claims **filed** on or after July 1, 1998:
1. When an **employee** notifies the Employer he is **able** to return to **work**, verified by a physician's certificate, the employee shall be subject to the following:
    - i) **the employee's return** to work **is** guaranteed within four **(4)** months or they shall be paid by the Employer at the commencement of the fifth month of non-employment based on their previous classification **level and** salary rate;
    - ii) the Employer **may** utilize the following options to assist in the placement of the employee:
      - a) re-employment list at employee's **request**;
      - b) redeployment;
      - c) severance at the employee's request;
      - d) normal retirement **at** the employee's request;
      - e) career assistance options at the employees request; or
      - f) bumping;
      - g) other options as agreed **to** by the parties.
- C) The **process** for using these options shall *be* developed by the Joint Rehabilitation Committee and **recommended** to the parties for approval.

**Article 25**    **OCCUPATIONAL HEALTH AND SAFETY**

- A)    **The following does not limit access to rights and provisions under *The Occupational Health and Safety Act*.**
  
- B)    The parties recognize the importance of occupational health and safety in the work place. In addition to the articles contained in this agreement, the employee **has the full** protection of ***The Occupational Health and Safety Act***, including the right to refuse work if the employee has reasonable grounds to believe it is unusually dangerous. The employee will **have** access to information that may impact on the health and safety of **the employee or others**, and has the **duty** to conduct himself in a safe and responsible manner at work.
  
- C)    Joint Occupational Health and Safety Committees will **be established** pursuant to Letter of Understanding 98-1.

**25.1**            **Protective Equipment and Apparel**

- A)    The Employer agrees to supply all employees with protective equipment and apparel as determined by Department Occupational Health and Safety Committees **and** as specified in ***The Occupational Health and Safety Regulations***.
  
- B)    **Uniforms - Corrections and Public Safety**  
  
      **Employees In Adult Correctional Facilities will be provided with official uniforms in accordance with the Department's Divisional Policy.**

**25.2**            **Video Display Terminals**

- A)    Where **work demands** constant and uninterrupted concentration on the video display **screen** by the operator, **the Employer** will allow the operator five (5) minutes of non-visual display work **after one (1) hour** of operation and fifteen (15) minutes of non-visual display work after every two (2) hours of operation. **The** non-visual display work period may coincide with regular **breaks**.
  
- B)    The Employer agrees to provide protective equipment to a pregnant employee. Alternately, the **employee** may request and will be granted a temporary reassignment of duties for the duration of her pregnancy.

**Article 26 DISCRIMINATION AND HARASSMENT**

- A) The following does not limit access to rights or provisions under *The Occupational Health and Safety Act* or *The Saskatchewan Human Rights Code*.

**26.1 Discrimination**

- A) There shall be no discrimination or harassment with **respect** to any employee by **reason** of age (subject to compulsory retirement provisions), race, physical disability, creed, colour, national ancestry, place of residence, religious or political affiliation, sex or **sexual** orientation, marital status, criminal record that has no relevance to the duties of the **employee's** position, nor **by** reason of membership or activity in the Union.

**26.2 Anti-Harassment Policy Statement**

- A) Harassment is illegal under *The Saskatchewan Human Rights Code* and *The Occupational Health and Safety Act*. It is the Employer's responsibility to provide a workplace **free** from harassment.
- B) Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted, unwelcome attention or disrespectful behaviour that is harassing in nature under the parameters contained within *The Saskatchewan Human Rights Code* and *The Occupational Health and Safety Act*.

**26.3 Use of Mediators/Investigators**

- A) The parties agree to utilize a jointly **agreed** to list of mediators and/or investigators to **deal** with complaints of harassment.

**Article 27 UNION/MANAGEMENT COMMITTEES (UMC)**

- A) The Saskatchewan Government and General **Employees'** Union and the Government of Saskatchewan acknowledge the need for an improved working relationship and **are** committed to working toward this new relationship.

**27.1 Statement of Intent**

- A) It is agreed **that the employees** of the Government are a valuable **resource** and have a significant role *to* play in the **future** direction, policies and procedures of the Government.
- B) It is **the** intent of the parties that Union/Management Committees **will agree** to work together to accomplish complementary objectives in a climate of trust and respect.

- C) We will practice the principles of high quality service delivery.
- D) We will strive for open and honest communication and flexibility in solving the problems that confront us.
- E) UMC representatives, selected by Union and management, will deal with the concerns of management, Union and employees.
- F) Problems will be brought to the attention of committees so that they are solved in a proactive manner. Committees will involve those who are affected in the resolution of such problems.
- G) In essence, we agree that there is more to be gained in a cooperative relationship than in an adversarial one.

**27.2**      **Goals**

- A) The following goals are jointly agreed to by the Union and Government of Saskatchewan:
  1. Delivering quality service to and for the public of Saskatchewan. We will endeavour to deliver services in a manner, which are:
    - i) efficient;
    - ii) effective: and
    - iii) customer focused.
  2. Establishing a positive and constructive relationship between the employees, Union, management and government.
  3. To improve the image of the Public Service.
  4. Recognize and respect the roles of employees, Union, management and government, in this new relationship.
  5. Provide a work environment that is healthy and safe for employees, management and the public of Saskatchewan.

**27.3**      **Mandate**

- A) Mandates for UMCs may include, but are not restricted to, the following:
  1. generate new ideas related to department operations;
  2. seek employee input on a wide range of issues;
  3. disclosure of timely information impacting employees and department operations;
  4. recommend initiatives to improve the working environment;



5. development **and** implementation of new programs, **policies** and initiatives;
6. make recommendations on solutions to issues and mutual problems;
7. **ensure** effective communication to staff;
8. consensus decision making on matters, determined by the committee, to **be** within the purview of the committee;
9. educate all staff an Union/Management Committees:
10. review contracting out **as** per the Employment Security provisions;
11. **review** and recommend education, training and development opportunities within the department or agency;

**27.4**      **Operating Parameters**

- A) The operating parameters are guidelines to assist departments in establishing and maintaining joint Union/Management Committees. Department-wide committees shall **be** established in each department, Regional, divisional, or program-based sub-committees **may** be established within departments.
- B) White not **exhaustive**, the following shall **be** included in letters of understanding establishing joint UMCs:
  1. q u a l representation of Union and management committee members unless otherwise agreed upon;
  2. representatives are determined **by** the respective principles. Committees will be as representative **as** possible of the **various** designated groups in the department;
  3. quorum shall be fifty percent (50%) of committee members. The Union must have at least **fifty** percent (50%) of representatives present at any meeting;
  4. changes that impact provisions of the **Collective** Agreement, or terms and conditions of employment, shall be referred to the parties responsible for collective bargaining;
  5. **Issues** requiring confidentiality shall be identified in advance and by mutual agreement, will be discussed for the information of committee members only;
  6. decisions are made by consensus. If consensus cannot **be** reached, then the **issue** is set aside. Once consensus is achieved, the committee's decision will be acted upon without modification;

7. sub-committee consensus decisions may be overturned by the departmental committee, if the decision **made** at the **sub-committee** level is inconsistent with the direction of the departmental committee;
8. committees shall have *Union* and management co-chairs;
9. minutes will be taken at each meeting. **The** department will undertake to type and distribute the **minutes**;
10. committees will meet every two (2) **months, or more** often, **as determined** by the parties;
11. departments agree to **cover** wages and expenses for committee members **as per** the **Collective Agreement**;
12. **when UMC** establishes a project team or assigns different duties to individuals, **compensation** shall be handled as follows:
  - i) salary maintenance, or
  - ii) if the **work** is at a higher classification level than the **employee's** home position, the temporary assignment of higher **duties** provisions shall **apply**.

**27.5            Structural Framework and Terminology**

- A) The parties have agreed to **the** following structural framework for *Union/Management* Committees:

**27.5.1        Central Union/Management Committee (CUMC)**

- A) **It has** been agreed that there is **need** for an ongoing Central *Union/Management* Committee to:
1. **address service wide** issues;
  2. provide support to department committees (i.e. assist in issue resolution and implementation of committees, **identify** common education/training opportunities, provide information);
  3. track the **progress** of department UMCs; and
  4. monitor and evaluate the **UMC** process on a service-wide basis. The **CUMC** would **also evaluate** its function and mandate on a **regular** basis.

**27.5.2 Department Union/Management Committees (UMC)**

- A) Department UMCs will be established in all departments by a Letter of Understanding jointly developed and signed by SGEU and the Permanent Head, **These** committees shall operate according to the parameters established herein. Regional, local, or workplace sub-committees **may** be established on the basis of region, location, or program delivery.

**27.5.3 Education and Training**

- A) An education and training **package to facilitate the** maintenance and development of department UMCs will **be** maintained **by** the Central UMC and meet the following objectives:
1. to provide a historical background to the **UMC process**;
  2. to familiarize committee **members** with concepts and principles of the **UMC process**;
  3. to assist UMC members in identifying and developing the **knowledge** and skills required by **the** committee **to** function effectively.
- B) It is strongly recommended that this educational package **be** utilized **by** all Union/Management Committees and eventually delivered **in** some format to all staff.

**27.5.4 Communication Strategy**

- A) A communication strategy for the UMC process has been established,
- B) The objectives of this strategy **are**:
1. to share UMC information on a timely basis with all staff;
  2. to provide a means for all staff to have **access** to UMCs;
  3. to set up a central registry of UMC minutes;
  4. to promote the benefits of **the UMC process**.

**27.6 Joint UMC Fund**

- A) To foster co-operative problem solving, assist in furthering the interest **based** process and enhance the development of Union Management Committees, a fund of **eighty-three thousand dollars (\$83,000) per fiscal year (non-cumulative) will be made available.**

## 27.7 Other Joint Initiatives

### A) **Department of Community Resources and Employment:**

The parties have recognized the need to jointly examine workload **issues** and are committed to addressing the issues through a meaningful process of consultation, data collection and analysis.

The parties agree to continue with the work of the Provincial Advisory Committee on Resource Development (**PAC**). Using a consultative process, which involves employees across the province in the collection of data, and the analysis of workload issues, this committee will provide analysis and recommendations to the Deputy Minister of **Department of Community Resources and Employment** on:

- the nature of the work required to achieve departmental strategic **goals** and client outcomes
- understanding the existing **roles** and responsibilities of employees
- identification of changes to existing **roles** and responsibilities which would address workload issues.
- **measuring work** in an equitable way which maintains sensitivity to program redesign and changing external factors

### B) **Saskatchewan Corrections and Public Safety:**

The parties acknowledge the continued use of Union Management committees and the associated processes to address agreed upon issues, including any outstanding matters related to the Rankin Report, within the Corrections Division, **Saskatchewan** Corrections and Public Safety.

## **Article 28** **SPECIAL LABOUR SERVICE PROVISIONS**

The terms and conditions of the **Collective** Agreement are modified in their application for Labour Service **employees**, by the following:

### **28.1** **Initial Probationary Period and Performance Evaluations**

- A) Upon initial appointment every employee shall serve a probationary period of one-hundred and four (104) regular working days in a calendar year or, if he is seasonally laid-off prior to completing the one-hundred and four (104) regular working **days** his probationary **period shall** be extended to the completion of the next **season**. Under these circumstances, no employee shall have his initial probationary period **extended** beyond two (2) seasons except by mutual agreement of the parties.

- B) **Performance evaluations for an employee on initial probation shall be conducted:**
  - 1. prior to completion of ~~fifty-two~~ (52) regular working days: and
  - 2. prior to completion of one-hundred and four (104) regular working days.
- C) **If an employee's initial probation is extended to the completion of the next season as above, a performance evaluation shall be conducted prior to seasonal lay-off, unless an extension is agreed to by the parties.**

**28.2 Designated Holidays**

- A) In no case shall an employee be paid for a designated holiday that precedes his commencement date of employment or the date on which he is called back from seasonal lay-off, nor shall he be paid for a designated holiday that occurs subsequent to the date of his termination, seasonal lay-off or dismissal. An employee who voluntarily takes lay-off, even though he could have worked had he not been laid-off, shall not be paid for a designated holiday which occurs subsequent to his date of lay-off.
- B) In the case of Christmas and Boxing Day, an employee placed on seasonal lay-off before December 17th shall not be entitled to pay for these two holidays. However, if the lay-off is for a period of fourteen (14) calendar days or less, the employee shall be entitled to pay for Christmas and Boxing Day.
- C) Employees shall be credited with eight (8) hours at straight time rates for each designated holiday in the pay period for pay calculation purposes only. These hours shall not be included as hours worked for overtime calculations.

A Labour Service employee who is assigned to work full time hours on a regular basis shall be credited with eight (8) hours at straight time rates for each designated holiday in the pay period for pay calculation purposes only. These hours shall not be included as hours worked for overtime calculation purposes.

A Labour Service employee who is not assigned to work full time hours on a regular basis shall be paid five percent (5%) of regular earnings for each pay period in lieu of pay for designated holidays. Earnings for this purpose shall not include vacation leave pay but shall include shift differential.

**28.3 Vacation Leave and Vacation Allowance Payment**

**28.3.1 Vacation Leave Entitlement**

- A) Vacation leave shall be earned as follows for each pay period or portion thereof:

Fifteen (15) days	0.577 days following the date of employment;
<b>Twenty (20) days:</b>	0.769 days For employees who will have <b>completed eight (8) years</b> or seasons of <b>service;</b>
Twenty-five (25) days:	0.961 <b>days</b> for employees who have completed fifteen (15) years or <b>seasons</b> of service: and
Thirty (30) days:	1.154 days for <b>employees</b> who have completed <b>twenty-two (22) years</b> or seasons of service.

A Labour Service employee who is not assigned to work full time hours on a regular basis shall earn vacation at the applicable rate prorated based on the proportion of full time hours worked.

**28.3.2 Exceeding Vacation Leave Entitlement at Time of Seasonal Lay-off**

- A) An employee who is seasonally laid-off and who has taken more vacation leave than is due him, shall have such overpayment deducted from any monies owing to him, calculated on the basis of salary in effect at the date of seasonal lay-off,

**28.3.3 Pay In Lieu of Unused Vacation Leave at Time of Seasonal Lay-off**

- A) Subject to the vacation leave carry-over provisions, an employee who is seasonally laid-off shall be paid in lieu of earned but unused vacation leave at the rate of pay applicable to the employee at the time of seasonal lay-off.

**28.3.4 Vacation Allowance Payment**

- A) Employees may elect to have vacation allowances paid each pay period on the following basis:
1. the request must be forwarded in writing to payroll by March 1 to pay vacation allowances for the April to March vacation year;
  2. the written request shall continue to be in force from vacation year to vacation year. Employees must reapply, in writing, to change their election to cease having vacation allowances paid on each cheque;
  3. all vacation allowances shall be earned and paid on gross earnings, including shift differential, in accordance with the vacation pay provisions of the Collective Agreement;

4. an employee **who** has not been on seasonal lay-off in the preceding vacation year and who has **elected** to receive his vacation allowance, shall be required to **take** vacation leave without pay between April 1 and March 31 following the year in which it **was** earned. When granted, he shall **be entitled** to a maximum of fifteen (15) days leave of absence without pay if on six percent (6%) earnings, to a maximum of twenty (20) days leave of absence without pay if on eight percent (8%) earnings, to a maximum of **twenty-five (25) days** leave of absence without pay if on ten percent (10%) earnings **and** to a maximum of thirty (30) days leave of absence without **pay** if on twelve percent (12%) earnings.

**28.4 Leaves Of Absence for Prolonged Illness**

- A) In the instance of adjudicated and non-adjudicated claims, an employee suffering prolonged illness shall, upon application, be granted definite leave of **absence for a period of twenty-four (24)** calendar months or two (2) **seasons** of work, whichever is greater, when all sick leave credits have **been** expended.
- B) An employee suffering prolonged illness **who** requires leave further to that granted under the above shall be granted indefinite leave. Upon conclusion of the indefinite leave, the employee shall have his name **placed** on the appropriate re-employment list.

**28.5 Benefits Earned While on Leave of Absence and on Subsequent Seasonal Lay-Off**

- A) While on leave of absence without pay, an employee shall **be** entitled to **the** benefits of the Collective Agreement.
- B) In the event an employee on **approved leave** of absence is placed on **seasonal** lay-off, the leave and earning of benefits shall **be** suspended until such time as the employee is recalled, at which time the leave and earning of benefits if applicable, shall recommence,

**28.6 Seasonal Lay-off and Recall**

- A) When **the** necessity arises to **make** a temporary reduction in **the** work force, employees shall be laid-off and shall possess recall rights pursuant to the following provisions:
  1. Permanent employees shall be given one **week's** notice, in writing (or pay in lieu) of lay-off;
  2. a Permanent employee placed on seasonal lay-off may elect to go on **lay-off** or exercise his **bumping** rights. An employee shall be required to indicate his wish to exercise his bumping rights, in writing, to the designated supervisory official, within **two (2) working days** following receipt of **the** notice of lay-off. If he **does** not indicate his intent to bump within this period, he shall be deemed to have opted to go on lay-off:

3. an employee who has opted to bump shall bump **in** the following order:
  - first:** an employee, provided he is qualified **and** has **more** total seniority, shall bump the most junior employee in his own occupation and classification **level**, in his own seniority unit, **as set out** in the appropriate Section.
  - second:** an employee, provided he is qualified and has more total seniority shall bump downward **within** his own seniority unit as set out in the appropriate Section the employee with the **least** total seniority in a lower classification **level** in **descending** order. The lower classification levels and order shall be **as** determined by **the** Chair.
4. **a** Permanent employee who has been bumped shall not be considered to have been laid **off** for the purpose of the **one** weeks notice requirement, but the rights **set** out in 2) and 3) above shall **be** applicable:
5. Permanent **employees shall be** recalled from seasonal lay-off to their regular occupation, within their own seniority unit as **set** out in **the** appropriate Section, in order of their total seniority;
6. **employees** shall be responsible for keeping the Department notified **of** their current **address** and **the** Department will not **be** liable to grievance action where it can **be shown** that failure to receive notice is the fault of the employee in not notifying the Department of a change in address;
7. **employees** on **seasonal** lay-off **shall** receive a minimum of two **weeks** written notice of recall from lay-off;
8. employees **seasonally** laid-off prior to the completion of their probationary period shall **be** recalled from lay-off where **their** services are required.

**28.7 Voluntary Redeployment Across Sections on Seasonal Lay-off**

- A) Notwithstanding the seniority units as defined in the Sections, when employees in **one** Section are seasonally laid **off** and the department determines that additional employees are required in another Section at the **same** location, the Employer will offer employees on **seasonal** lay-off redeployment on the following basis:
  1. **redeployment** will be voluntary;
  2. employees will be offered redeployment opportunities **based** on seniority;
  3. employees who are **redeployed** will be paid at the rate for the classification to which **they** have **been** redeployed;



4. seniority accrued while redeployed **shall** be credited to the employee on his home Section roster;
5. redeployment shall not be used in the **event** of permanent job abolishment:
6. **employees who** have been redeployed shall return to their regular job on seasonal recall or return to seasonal lay-off **upon** the conclusion of the work.

**28.8 Severance Pay Not Paid On Seasonal Lay-Off**

- A) Severance pay **shall not be** paid as a **consequence** of seasonal lay-off.

**28.9 Failing to Report for Work on Recall From Seasonal Lay-Off**

- A) **An employee** on seasonal lay-off **may** be dismissed for failure to report for **work** within two (2) **weeks after** receipt of notification to report for **work**, between February 28 and November 1 of the same year.

**28.10 Employee Not Recalled Within One Year of Seasonal Lay-Off - Job Abolition**

- A) A Permanent employee who **is** on seasonal lay-off **and is** not recalled within one year of the date of lay-off, **shall have** his position abolished and be entitled to the lay-off provisions excepting the requirement to provide sixty (60) **days** notice of job abolition.

**28.11 Short Term Non-Employment**

- A) The Employer **agrees** not to initiate short **term lay-off** during the employment **season**. For periods of unplanned, unscheduled non-employment of **less** than six (6) consecutive days that may occur on an **employee's** scheduled days of work, the employee shall not *suffer loss of pay or benefits*. **The** employee shall **be** redeployed by the Employer to any available **work** within the Department. This guarantee shall only apply to normal, **scheduled** hours of work.

**28.12 Sections**

- A) Provisions specific to various Department programs are **set** out in the Labour Service Sections including provisions relating to hours of work and overtime, Notwithstanding the Section provisions, the rates expressed on a monthly, daily or hourly basis do not imply a guarantee of work.

**28.13 Pay Periods and Mailing of Cheques**

- A) Pay periods shall **be** on a bi-weekly basis, with pay periods ending every **second** Saturday. Pay cheques **shall be** mailed by the Thursday immediately prior to the **end of the** next pay **period**. If Thursday **falls** on a designated holiday, pay cheques shall **be** mailed on the previous working **day**.
- B) Notwithstanding the **above**, **pay** periods and the requirements of mailing pay cheques may become the subject of negotiation by the **parties** during the term of the Agreement.
- C) Pay cheques shall be accompanied by a deduction slip showing:
  - 1. pay period;
  - 2. hourly rate and **number** of hours worked, gross **pay**, deductions therefrom and for what **purpose: and**
  - 3. **net pay**.

**28.14 Reporting For Work Guarantee for Unscheduled Work**

- A) An employee **asked** to report for work on a day he is not scheduled to work, **shall** be given three (3) hours work or pay **in** lieu, if management is aware **that** work will not be available on that day and fails to notify **the** employee prior to the normal starting time and the employee reports for work.

**28.15 Special Sustenance Provisions for Engineering Technicians and Engineering Assistants In the Departments of Highways and Transportation (Operations) and Saskatchewan Environment Absent From Headquarters for Extended Periods of Time**

- A) Where an **employee** is required by his department to come from his field assignment to his headquarters at which he does not maintain a domicile, **he** shall **be** entitled to sustenance for a period of up to three (3) days. Charges for rooms must **be** accompanied by official receipt(s) from a hotel or motel.

## SECTION 06

### SASKATCHEWAN AGRICULTURE AND FOOD

#### SASKATCHEWAN PASTURES PROGRAM

1. HOURS OF WORK on an unregulated basis
  - (a) The pay period shall **be** bi-weekly. The number of hours that may be worked on a straight time **basis** in a two (2) week pay period shall be 74 2/3 hours. When **a** designated holiday falls in a pay period, the hours in the pay period shall be reduced by eight hours for **each** designated holiday. Employees **shall be** entitled to two (2) days of rest per week. The scheduling will be **set** up to allow **a** fair share of Saturdays or Sundays as days of rest and **that** the **days** of rest be consecutive whenever possible,
  - (b) Employees covered by 1(a) shall be credited with seven (7) hours and twenty-eight (28) minutes at straight **time rates** for each designated holiday In the pay period for pay calculation purposes **only**. These hours shall not be included **as hours** worked for **overtime** purposes.

2. OVERTIME

- (a) For employees designated in 1(a):
  - (i) Overtime shall consist of all authorized hours worked in a day in **excess** of seven (7) hours twenty-eight (28) minutes, and **shall be** paid at the rate of time and one-half for the first four (4) hours **and** at double time for all hours worked above four (4) on that day.
  - (ii) Authorized work performed on designated days of rest shall be paid for at the rate of double time.

3. HOURS OF WORK AND OVERTIME (MODIFIED)

Modified hours of work arrangements for hours worked on a straight time basis in accordance with the bi-weekly pay period **may** be instituted **by** mutual agreement at **the** local level to cover **the** following:

- (a) Hours of Work
  - (i) The number and pattern of **days** to be **worked** in a pay period.

(ii) The number of hours per day to be worked at straight time.

(iii) The daily on and off duty times.

(b) Overtime

(i) Payment for time worked on any day on which the employee is not scheduled to work as the result of a modified hours of work arrangement over and above the 2 normal days of rest in any week shall be paid at the rate of time and one-half.

(ii) Authorized work performed on normal days of rest shall be paid at the rate of double time.

(iii) Authorized hours of work in excess of the mutually agreed number of hours to be worked in (a) (ii) above shall be paid at a rate of time and one-half.

4. **HOURS OF WORK AND OVERTIME (FIELD)**

(a) (i) **Hours of work In accordance with Field hours of work provisions.**

(ii) **Overtime In accordance with the overtime provisions of Field hours of work.**

5. **SENIORITY UNIT**

Seniority shall be on:

(a) A Department basis for **Vacancies**

(b) A Section basis for Permanent **lay-off**.

(c) An individual pasture basis for seasonal lay-off and **recall**.

## SECTION 07

### SASKATCHEWAN AGRICULTURE AND FOOD INSPECTION AND REGULATORY MANAGEMENT

#### LIVESTOCK INSPECTORS

1. HOURS OF WORK

In accordance with Field hours of work provisions.

2. OVERTIME

In accordance with the overtime provisions for Field hours of work,

3. SENIORITY UNIT

Seniority shall be on:

- (a) A Department basis for Vacancies
- (b) A Section basis for Permanent lay-off
- (c) A District basis for seasonal lay-off and recall.

## SECTION 10

### SASKATCHEWAN HIGHWAYS AND TRANSPORTATION

#### OPERATIONS DIVISION - FLEET SERVICES

1. HOURS OF WORK

- (a) Repair Shop, Stores and Mechanical Staff on Regulated Hours

In accordance with the Regulated 37 1/3 hours of work provisions.

The above hours shall apply to all employees working in the shops and to those employees engaged in mechanic assignments other than assignments of more than one day to outside crews which include a mechanic position.

(b) Transport Operators and Mechanical Staff on Unregulated Hours

Hours of work shall be regulated on a pay period basis for employees engaged in transport driving, for employees assigned as field mechanical **staff** to outside crews and for employees assigned for periods of time in excess of one day to assist the regularly assigned mechanical staff on outside crews. Pay periods **shall** be bi-weekly. The number of hours that may be worked on a straight time basis in a **two-week** pay period **shall** be  $74 \frac{2}{3}$  hours. When a designated holiday falls in a pay period, the hours in the pay period shall be reduced by eight (8) hours for each designated holiday.

2. OVERTIME

(a) Repair Shop, Stores and Mechanical Staff on Regulated Hours

- (i) Overtime shall consist of all hours authorized to be **worked** per day in **excess** of eight (8) hours.
- (ii) **Overtime** immediately following the completion of the normal hours of work per **day** shall be paid for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate for the first four (4) hours **and** double time for all hours **above** four (4) worked on that **day**.
- (iii) Authorized work performed on Saturday and Sunday will be considered as overtime and shall **be** paid for at the rate of double time.
- (iv) Authorized work performed on a scheduled earned day off shall be considered overtime and **shall** be paid for at the rate of **one** and one-half ( $1\frac{1}{2}$ ) times the regular rate,

(b) Transport Operators and Mechanical Staff on Unregulated Hours

- (i) Overtime shall consist of all authorized hours worked in a day in **excess** of eight (8) hours, and **shall be** paid at the rate of time and one-half for the first four (4) hours and double time for all hours **above** four (4) worked **on** that day.

- (ii) Overtime shall consist of all **authorized** hours worked in a two-week period in excess of **74 2/3** hours (less designated holidays), and shall be paid at **time and one-half**. In calculating this **pay** period overtime, daily overtime hours as described in **(b) (i) above** shall be deducted from total pay period hours worked.
  - (iii) Authorized work performed on Sunday shall be considered as overtime **and shall** be paid for at the rate of double time.
- (c) An employee whose hours of work in a **pay** period are divided between regulated assignments in 1(a) and **unregulated** assignments in 1(b) shall be entitled to overtime pay as follows:
- (i) For full or part days worked in the regulated assignment all hours in **excess** of eight in any one (1) day, at time and one-half (**½**) for the first four (**4**) hours and double time for all hours above four (**4**) worked on that day.
  - (ii) For partial pay periods spent in unregulated assignments, all hours in **excess** of:
 

7.47 times the number of work days to be worked in a pay period (excluding Saturdays, **Sundays** and **holidays**), and for hours worked in **excess** of eight (**8**) on any day, shall **be** paid for at time **and** one-half.

The calculation of **total** overtime hours for this part pay period shall **be** made in accordance with 2(b)(ii) above, i.e. daily overtime hours **shall be** deducted from total part pay period hours worked.

### 3. HOURS OF WORK **AND** OVERTIME (MODIFIED)

- (a) Repair **Shop, Stores** and Mechanical Staff on Regulated Hours
  - (i) Modified hours of work arrangements for hours worked on a straight time basis in accordance with the bi-weekly pay period **may** be instituted **by** mutual agreement at the local level to cover the following:

a) Hours of Work

- i) The number and pattern of days to be worked in a pay period.
- ii) **The** number of **hours** per day to be worked at straight time.
- iii) **The** daily on and off duty times.

b) Overtime

- i) Payment For time **worked** on **any** day on which the employee is not scheduled to **work** as the **result** of a modified hours of work arrangement over and **above the** two (2) normal days of rest in **any week shall be paid** at the rate of time and one-half.
- ii) Authorized **work** performed on normal **days of rest** shall be paid at the **rate of double** time.
- iii) Authorized hours of **work** in **excess of the** mutually agreed number of **hours** to be worked in (a) (ii) above shall **be** paid at the rate of time and one-half.

(b) Transport Operators and Mechanical Staff (Unregulated)

- (i) Modified hours of work arrangements for hours worked on a straight time basis and in accordance with the **bi-weekly** pay period may be **instituted by** mutual agreement **at** the local level **to** cover the following:

a) Hours of Work

- i) The number of hours per day **to** be worked at straight time.

b) Overtime

- i) Daily overtime shall consist of all authorized hours worked in a day in **excess** of the mutually agreed number of hours agreed to in (a) (i) **above** and shall be paid at the rate of time and one-half for **the** first four **(4) hours** and **double** time for all hours **above** four **(4)** worked on that day.
- ii) Authorized **work performed** on a **Sunday** shall **be** considered as **overtime** and shall be paid for at the **rate of double** time.



- iii) Overtime shall consist of all authorized hours worked in a two-week period in excess of 74 2/3 hours (less designated holidays), and shall be paid at time and one-half. In calculating this pay period overtime, daily overtime hours as described in (i) and (ii) above, shall be deducted from total pay period hours worked.
- c) An employee whose hours of work in a pay period are divided between regulated assignments in 3(a) and unregulated assignments in 1(b) or 3(b) shall be entitled to overtime pay as follows:
- i) For full or part days worked in the modified regulated assignment, all hours in excess of mutually agreed hours in any one day at time and one-half for the first four (4) hours and double time for all hours worked above four (4) on that day.
  - ii) For full or part days worked in the unregulated assignment, all hours in excess of mutually agreed hours in any one day, at time and one-half.
  - iii) All authorized hours worked in a two-week period in excess of 74 2/3 hours (less designated holidays) shall be paid at time and one-half. In calculating this pay period overtime, daily overtime hours as described above shall be deducted from total pay period hours worked.

#### 4. TRAVEL TIME ALLOWANCE

Employees shall receive an allowance of thirty-five cents (\$0.35) per hour for every hour actually worked with the Sand-Sulphur crew. This allowance will not be paid to employees who travel to and from the job on department time. Notwithstanding the above, employees working in the Northern Administration District shall receive an allowance of twenty-five cents (\$0.25) per hour for every hour actually worked with the Sand-Sulphur crew. This allowance will not be paid to employees who travel to and from the job on department time.

#### 5. SENIORITY UNIT

Seniority shall be on:

- (a) A Department basis for Vacancies
- (b) A Section basis for Permanent lay-off
- (c) A Repair Depot basis for seasonal lay-off and recall.

## SECTION 11

### SASKATCHEWAN HIGHWAYS AND TRANSPORTATION OPERATIONS DIVISION- REGIONAL MAINTENANCE

#### 1. HOURS OF WORK

##### (a) Maintenance Crews

###### (i) April 1 to October 31 (Regulated Hours)

In accordance with the **Regulated 37 1/3** hours of work provisions.

###### (ii) **November 1** to March 31 (Unregulated Hours)

In accordance **with** provisions of LOU 98-11

##### (b) Maintenance Work on **Unregulated** Hours

Sign Truck Crew and such other crews as **may** be negotiated at the local **level**.

**Pay** periods shall be bi-weekly. The number of hours that may be worked on a straight time basis in a **two-week** pay period shall be **74 2/3** hours. **When** a designated holiday **falls** in a pay period, the hours in the pay period shall **be** reduced by eight (**8**) hours for each designated holiday.

#### 2. OVERTIME

##### (a) The following will apply in subsection 1(a)(i) (Regulated setting):

(i) Overtime shall consist of all hours authorized to **be** worked per **day** in **excess of** the normal hours of work per day, **and** shall **be** paid for at the rate of time and one-half for the first four (**4**) **hours** and double time for all hours **worked** above four (4) on that day.

(ii) Authorized work performed **on** a **Saturday** and Sunday will be considered as overtime and shall **be** paid For at the rate of double time.

(iii) **Authorized work performed on a scheduled earned day off shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate.**

(b) The following will apply in 1 (a) (ii):

(i) In accordance **with LOU 98-11**

(c) The following will apply to subsection 1(b) (Unregulated setting):

(i) Overtime **shall** consist of all authorized hours worked in a day in **excess** of eight (8) hours, and shall be paid **at** the rate of time and **one-half** for the first four (4) hours and at **double time for all hours** worked above four (4) on that **day**.

(ii) Overtime shall consist of all authorized hours worked in a two **week** period **in excess** of **74 2/3** hours (**less** designated holidays), and shall **be** paid at time and one-half. In calculating this pay period overtime, daily overtime hours as described in (c) (i) **above** shall be deducted from total **pay** period **hours** worked.

(iii) Authorized work performed on Sunday shall **be** considered as overtime and shall be paid for at the rate of **double** time.

### 3. HOURS OF WORK AND OVERTIME (MODIFIED)

(a) Maintenance (Regulated Hours)

(i) Modified hours of work arrangements for **hours** worked on a straight **time** basis and in accordance with the **bi-weekly** pay period may be instituted by mutual agreement at the local level to cover **the** following:

a) **Hours of Work**

i) **The number and pattern of days to** be worked in a **pay** period.

ii) The number of hours per day to **be worked** at straight time.

iii) **The** daily on and off duty times.

b) Overtime

- i) Payment for time worked **on** any day on which the employee is not scheduled to work as the result of a modified hours **of** work arrangement over and above the two (2) normal days of rest in any **week** shall be **paid** at the rate of time and one-half.
- ii) Authorized work performed on normal **days** of rest shall be paid at the rate of double time.
- iii) Authorized hours of work in **excess** of the mutually agreed number of hours to **be** worked in (a) (ii) **above** shall **be** paid at **the** rate of time and one-half.

(b) Maintenance (Unregulated Hours)

- (i) Modified hours of work arrangements ~~or~~ hours worked **on** a straight time basis and in **accordance** with the biweekly **pay** period may **be** instituted by mutual agreement at **the** local **level** to cover the following:

a) Hours of **Work**

- i) The number of hours per day to be worked at **straight** time.

b) **Overtime**

- i) Daily overtime shall consist of all authorized hours worked in a day in **excess of the** mutually agreed number **of** hours **agreed to in (a)(i) above** and shall be paid at the rate of time and one-half for the first four **(4)** hours and **double time** for all hours worked **above** four **(4)** on that **day**.
- ii) Authorized **work** performed **on** a Sunday shall be considered **as** overtime and shall be paid for at the rate of double time.
- iii) Overtime **shall** consist **of** all authorized hours **worked** in a **two-week** period in **excess of** 74 2/3 hours (**less** designated holidays), and **shall be** paid at time and one-half. In calculating this pay period overtime, daily overtime hours as **described in (i)** and (ii) above, shall be deducted from total **pay** period hours worked.

4. SENIORITY UNIT

Seniority shall be on:

- (a) A Department basis for Vacancies
- (b) A Regional basis for Permanent lay-off
- (c) A headquarters basis for seasonal **lay-off** and recall

NOTE: Work **sections** which have dual **headquarters** will be treated as a single **headquarters** for the **purposes** of Article 4 (c).

**SECTION 12**

**SASKATCHEWAN HIGHWAYS AND TRANSPORTATION**

**OPERATIONS DIVISION – BRIDGE CREWS**

1. HOURS OF WORK

Crews (Unregulated Hours)

Pay periods shall be **bi-weekly**. The number of hours that may be **worked** on a straight time basis in a **two-week pay period shall be 74 2/3 hours**. When a designated holiday falls in a pay period, **the hours in the pay period shall be reduced by eight (8) hours** for each designated holiday.

2. OVERTIME

- (a) Overtime shall consist of **all** authorized hours worked in a day in **excess of eight (8) hours**, and shall be paid at the rate of **time** and one-half the first four **(4) hours and double time for all hours worked above four (4)** on that day.
- (b) Overtime shall consist of all authorized hours worked in a **two-week period in excess of 74 2/3 hours (less designated holidays)**, and shall be paid at time and one-half. In calculating this pay period overtime, daily overtime **hours as described in (a) above shall be deducted from total pay period hours worked**.
- (c) **All work on Saturdays and Sundays** shall be paid at the rate of double time.

### 3. HOURS OF WORK **AND** OVERTIME (MODIFIED)

#### **Crews (Unregulated Hours)**

Modified hours of work arrangements for hours worked on a straight time basis and in accordance with the bi-weekly pay period may be instituted by mutual agreement at **the** local level to cover the following:

#### **(a) Hours of Work**

(i) The number of hours per day to be worked at straight time.

#### **(b) Overtime**

(i) Daily overtime shall consist of all authorized hours worked **in a day in excess of the mutually** agreed number of hours agreed to in (a) (i) above and shall be paid at the rate of time and **one-half for** the first **four (4)** hours and double time for all hours worked **above four (4)** on that day.

(ii) Authorized work performed on a **Saturday or** Sunday shall be considered **as** overtime and shall be paid for at the rate of double time.

(iii) Overtime shall consist of all authorized hours worked in a **two-week** period in excess of **74 2/3 hours (less** designated holidays), and shall be paid at time and **one-half**. In calculating **this** pay period overtime, daily overtime **hours** as described in (i) and (ii) above, shall be deducted **from** total pay period hours worked.

### 4. TRAVEL TIME ALLOWANCE

Employees shall receive an allowance of thirty-five cents (\$0.35) per hour **for** every hour actually worked in a **campsite setting**. This allowance will not be paid to **employees** who travel to and from the job on department **time**, Notwithstanding the above, employees working in the **Northern Administration District** shall receive an allowance of twenty-five cents (\$0.25) per hour **for** every hour actually worked in a **campsite** setting. This **allowance** will not be paid to **employees who** travel to **and** from the job **on** department time.

5. MEALS AT CAMPSITE HEADQUARTERS

The Department will not charge employees for meals while at their campsite headquarters.

6. TRANSPORTATION BETWEEN WORK SITES

The Department will supply transportation from a new work site back to the old work site to pick up employees' private cars.

7. SENIORITY UNIT

Seniority shall be on:

- (a) A Department basis for Vacancies
- (b) A Section basis for Permanent lay-off
- (c) A Crew basis for seasonal lay-off and recall

**SECTION 13**

**SASKATCHEWAN HIGHWAYS AND TRANSPORTATION**

**OPERATIONS DIVISION-- SAND-SULPHUR CREW**

1. HOURS OF WORK

Crews (Unregulated Hours)

Pay periods shall be bi-weekly. The number of hours that may be worked on a straight time basis in a two-week pay period shall be 74 2/3 hours. When a designated holiday falls in a pay period, the hours in the pay period shall be reduced by eight (8) hours for each designated holiday.

2. OVERTIME

- (a) Overtime shall consist of all authorized hours worked in a day in excess of eight (8) hours, and shall be paid at the rate of time and one-half for the first four (4) hours and double time for all hours worked above four (4) on that day.

- (b) Overtime shall consist of all authorized hours worked in a two-week period in **excess** of 74 2/3 hours (less designated holidays), and shall **be** paid **at** time and one-half. In calculating this **pay** period overtime, daily overtime hours as described in (a) above shall **be** deducted from total pay period hours worked.
- (c) **All work on Saturdays and** Sundays shall be paid at the rate of double time.

3. HOURS OF WORK **AND** OVERTIME (MODIFIED)

Crews (Unregulated Hours)

Modified **hours** of work **arrangements** for **hours** worked on a straight time basis and in accordance with the bi-weekly **pay** period **may be** instituted **by** mutual agreement at the local **level** to cover the following:

(a) Hours of Work

- (i) The number of hours per day to be worked **at** straight time.

(b) Overtime

- (i) Daily overtime shall consist of all authorized hours worked in a **day** in **excess** of the mutually agreed number of hours agreed to in (a) (i) **above** and **shall** be paid at the rate of time and one-half for the first four (4) hours **and double** time **for** all hours worked **above** four (4) **on** that **day**.
- (ii) Authorized work performed on a **Saturday or** Sunday shall be considered as overtime and shall **be** paid for at the rate of double time.
- (iii) Overtime shall consist of **all** authorized hours worked in a two-week period in **excess** of 74 2/3 hours (**less** designated holidays), **and shall** be paid at time **and one-half**. In calculating this **pay** period overtime, daily overtime hours as described in (i) and (ii) **above**, **shall** be deducted from total pay period hours worked.



4. **TRAVEL TIME ALLOWANCE**

Employees shall **receive** an allowance of **thirty-five** cents (\$0.35) per hour for **every** hour actually worked in a **campsite** setting. This allowance will **not** be paid to **employees** who travel **to** and from the job on department time, **Notwithstanding** the above, employees working in the **N.A.** District shall receive an allowance of **twenty-five cents** (\$0.25) **per** hour for **every** hour actually worked in a **campsite** setting. This allowance will **not be** paid to **employees** who travel to and from **the** job on department time.

5. **MEALS AT CAMPSITE HEADQUARTERS**

The Department will not charge for employee meals while **at** their **campsite** headquarters,

6. **TRANSPORTATION BETWEEN WORK SITES**

The **Department** will **supply** transportation **from** a new **work site** **back to the** old work site to pick up employees' private cars.

7. **SENIORITY UNIT**

Seniority **shall be** on:

- (a) A Department basis for Vacancies
- (b) A Section basis for Permanent lay-off
- (c) A Crew basis for **seasonal** lay-off and recall

**SECTION 16**

**SASKATCHEWAN HIGHWAYS AND TRANSPORTATION**

**OPERATIONS DIVISION – FERRY OPERATIONS**

1. **HOURS OF WORK AND TOLLS**

**The** hours of work shall be eight **(8)** hours per **day**. There will **be** two consecutive **days** of rest each week and one scheduled earned **day** off **every** three **weeks** adjacent to the weekly **days** of **rest**, which shall **excuse** the employee on said **days** both from **the** **regular** working shift and from standby during toil hours.

(a) Service by Ferry Scow will **be** provided when, in the opinion of **the** operator of the Ferry, weather and river conditions permit safe **and** trouble free crossings.

(b) **All** ferries other than those providing 24 hour free service shall provide service **as follows**:

(i) Free Service 7:00 a.m. to midnight,

(ii) Toll **Service** Midnight to 7:00 a.m.

The rates **for** toll service from midnight to 7:00 a.m. shall be **as follows**:

Three dollars (\$3.00) per vehicle, per combination of vehicles (car and trailer), herd of animals, **saddle** horse and rider, pedestrian.

(iii) **All** regular ferry operators in 1(b)(ii) providing night toll service **shall** receive 3.5 hours time in lieu for each complete toll shift worked. **All** casual employees shall receive ~~thirty-one~~ dollars and fifty cents (\$31.50) per **each** complete night toll shift worked.

(iv) On a general principle basis no employee will be allowed to carry over ~~more~~ than sixteen **(16)** hours per month,

(v) It is agreed between the parties hereto that the payment of the allowance and the accrual of the **toll** to the **ferry** operators plus other **benefits** are considered **by** the Union, as bargaining **agent** for the **employees** to **be** more favourable to the employees than the provisions of *The Labour Standards Act* or any order, or regulation made thereunder.

(c) Where there is an Assistant Ferry Operator or Assistant **Ferry** Operators, the work **shall be** rotated equitably on a one (1), two (2) or three (3) **week** basis, unless there is mutual agreement between the Ferry Operator **and** his assistant or assistants **as to the** sharing of the **work**.

- (d) Except in the case of the three person ferries, every Ferry Operator and/or Assistant Ferry Operator shall be allowed one-half (*fi*) hour off each day between the hours of 12:00 noon and 1:00 p.m. for the noon meal and one-half (½) hour each day between the hours of 6:00 p.m. and 7:00 p.m. for the evening meal. Signs indicating the above meal periods shall be provided by the Department.
- (e) All tolls shall accrue to the Ferry Operator and/or Assistant Ferry Operator or Ferry Operators **operating** the ferry during toll hours. Signs indicating the hours of operation and schedule of tolls shall **be supplied** by the Department.

## 2. OVERTIME

- (a) Authorized hours worked in **excess** of eight (8) hours in any one (1) day shall be paid at the rate of **time and one-half** for the first four (4) hours and double time for **all** hours worked **above** four (4) on that day.
- (b) Authorized work performed on days of rest shall **be paid** at the rate of double time.
- (c) Authorized work performed on a scheduled earned day off shall be paid at the rate of time and one-half.

## 3. HOUSING

The department **will** provide employees as at October 1, 1973 only, with four thousand and two hundred dollars (\$4,200) per annum paid in six (6) installments during the period of **ferry** operations, in lieu of rent-free housing.

## 4. SENIORITY UNIT

Seniority **shall** be on:

- (a) A Department basis for Vacancies
- (b) A Section basis for Permanent lay-off
- (c) A ferry crew basis for seasonal lay-off and recall
- (d) In the **event** of job abolition and before the application of the lay-off provisions, it is understood that a **five** (5) day Ferry Operator **will** have the right to bump the most junior five (5) day **Ferry** Operator, if such exists.

## SECTION 17

### SASKATCHEWAN HIGHWAYS AND TRANSPORTATION

#### OPERATIONS DIVISION- PAVEMENT MARKING

##### 1. HOURS OF WORK (UNREGULATED HOURS)

The pay periods shall be *bi-weekly*. The number of hours that may be worked on a straight time basis in a pay period shall be *74 2/3* hours, When a designated holiday falls in a pay period, the hours in the pay period shall **be reduced** by *eight (8)* hours for each designated holiday.

##### 2. OVERTIME

- (a) Overtime shall consist of all authorized hours worked in a day in excess of eight (8) hours, and shall be paid at the rate of time and one-half for **the** first four (4) hours and double time for all hours worked above four (4) on that day.
- (b) Overtime shall consist of all authorized hours worked in a two-**week** period in excess of *74 2/3* hours (less designated holidays), and shall *be* paid at time and one-half. **In** calculating this pay period overtime, daily overtime hours **as** described in (a) above shall be deducted **from** total pay period hours **worked**.
- (c) Authorized work performed on a Sunday shall be considered as overtime and shall be paid for at the rate of *double* time.

##### 3. HOURS OF WORK AND OVERTIME (MODIFIED)

###### Unregulated Hours

Modified hours of work arrangements for hours worked on a straight time basis and in accordance with the *bi-weekly* pay period may be instituted by mutual agreement at the local level to cover the following:

- (a) Hours of Work

The **number of hours per** day to be worked at straight time.

(b) Overtime

- (i) Daily overtime shall consist of all authorized hours worked in a day in **excess** of the mutually **agreed** number of hours agreed to in **(a) above** and shall be paid at the rate of time and one-half for the first four **(4)** hours and double time for all hours **worked** above four **(4)** on that **day**.
- (ii) Authorized work performed on a Sunday shall be considered as overtime and shall be paid for at the **rate** of double time.
- (iii) Overtime **shall** consist **of** all **authorized** hours worked in a **two-week** period in excess of **74 2/3** hours (**less** designated holidays), and shall **be** paid at time and one-half. In calculating this pay period overtime, daily overtime hours as described in **(i)** and **(ii)** above, **shall** be deducted from total pay period hours **worked**.

4. **EMPLOYEES SHALL BE PERMITTED TO RETURN EACH WEEKEND TO THEIR HEADQUARTERS**

- (a) Travel from the job site to headquarters shall be on the employee's time, i.e. after the regular quitting time, Travel from headquarters to the job site shall **be on** Department time. Employees are **expected to leave** headquarters at the regular time for starting work on **the morning of the first scheduled workday of the week**. Employees' pay will be calculated from the regular time for starting work.
- (b) In those **cases** in which the Department does not provide transportation, an arrangement may be made with an employee **to use** his privately owned automobile at the applicable **mileage** rates.
- (c) If transportation has been arranged, the whole **crew** will return to headquarters unless the whole crew stays out.
- (d) **Employees shall be** allowed **to charge** for Friday night's supper on **the** basis of regular sustenance allowance.
- (e) If transportation is **by** Department truck, the driver shall **be** paid at his regular rate for taking the crew to headquarters.
- (f) in **cases** where an arrangement has been made in **accordance** with **(b)**, above, mileage will also **be paid** when the **need** arises to move from one site to another during the week.

5. SENIORITY UNIT

**Seniority shall be on:**

- (a) A **Department basis** for Vacancies
- (b) A **Section basis** for **Permanent lay-off**
- (c) A **headquarters basis** for **seasonal lay-off and recall**

**SECTION 18**

**SASKATCHEWAN HIGHWAYS & TRANSPORTATION**

**OPERATIONS DIVISION – ENGINEERING AND REGIONAL  
TECHNICAL SERVICES**

1. HOURS OF WORK

(a) **Office Designated Employees**

In accordance with **Office (5-4) hours of work provisions** and the **Regulated (5-4) hours of work provisions**.

(b) **Regulated 37 1/3 Designated Employees.**

In accordance with the **Regulated 37 1/3 (5-5-4) hours of work provisions**.

2. OVERTIME

(a) **Office Designated Employees**

In accordance with the **overtime provisions for Office designated employees**.

(b) **Regulated 37 1/3 Designated Employees.**

In accordance with the **overtime provisions for Regulated 37 1/3 designated employees**,

3. HOURS OF **WORK AND OVERTIME** (MODIFIED)

Regulated  $37 \frac{1}{3}$  Designated Employees

Modified hours of work arrangement for hours worked on a straight time basis in accordance with **the bi-weekly** pay period may **be** instituted by mutual agreement **at** the local level to cover the following:

(a) Hours of Work

- (i) The number and pattern of days to be worked in a pay period.
- (ii) The number of hours per **day** to be worked at straight time.
- (iii) The daily *on* and off duty times.

(b) Overtime

- (i) Payment **for** time **worked** on any day on which **the** employee is not **scheduled to** work as the result of a modified hours work arrangement over and **above** the two (2) normal **days** of rest in any week shall be paid at the rate of time and one-half.
- (ii) Authorized work performed on normal days of rest shall be paid at the **rate of** double time.
- (iii) Authorized hours **of** work in **excess** of the mutually agreed number of hours to be worked in (a) (ii) **above** shall be **paid at** the rate of time and one-half.

4. **SENIORITY UNIT**

Seniority shall be *on*:

- (a) **A** Department basis for Vacancies
- (b) **A** Section basis for Permanent lay-off
- (c) **A** Section basis for Seasonal lay-off and recall, however on seasonal lay-off **the** following **shall** apply:
  - (i) If two (2) **employees** in **the** same occupation and classification **level** are working at **the** locations where the lay-offs **are** occurring, the junior employee shall **be** laid off first.
  - (ii) Bumping due to seasonal lay-off shall not **apply** when the **work period** of the junior employee is **expected to be less** than fourteen (14) calendar **days**.

## SECTION 20

### SASKATCHEWAN ENVIRONMENT

#### FIRE MANAGEMENT – FOREST PROTECTION

##### 1. HOURS OF WORK

Office 36 designated employees - in accordance with the Office hours of work provisions of **the** Collective Agreement with **bi-weekly pay** periods.

Regulated 37 1/3 designated employees - in **accordance** with the **Regulated 37 1/3** hours of **work** provisions of the **Collective** Agreement, with **bi-weekly pay periods**.

Field designated employees – in accordance with the **Field** hours of work provisions of the Collective Agreement, with **bi-weekly pay** periods.

##### 2. FIRE PROTECTION WORKERS AND OBSERVERS

Fire Protection Workers and **Observers** shall **work** an averaging period of **two (2) weeks**. **The hours of work shall** be eighty (80) hours **less eight (8) times** the number of designated holidays and any scheduled EDOs in the **period**. All Fire Protection Workers and Observers shall **maintain** an **EDO schedule** for the **purpose of** determining the **overtime** threshold **only**. There shall be **no assigned EDOs**.

The hours in **the** averaging period will constitute the minimum **number of hours at** straight time for which an employee would **receive pay during**:

- (a) the first sixteen **(16) weeks** of employment for employees in the Primary Fire Zone;
- (b) the first twelve (12) **weeks** employment for employees in the **Secondary Fire** Zone.

Time worked beyond **the** guaranteed periods stated above shall **be** paid on **the basis** of actual hours **worked**.



3. OVERTIME

Overtime for **all** employees, except the Fire Protection **Workers** and **Observers**, shall be paid for all hours in **excess** of eight **(8)** hours per day at time and one-half for the first four **(4)** hours and double time for **all** hours worked over four **(4)** on that day.

Overtime for Fire Protection **Workers** and **Observers** shall **be** paid at one and **one-half** ( $1\frac{1}{2}$ ) times their regular **rate** for all authorized hours **worked** in **excess** of the hours, as determined **above**. In cases where **an employee** commences **after the first day** of the pay period, terminates, is laid off, **or** takes **leave** without pay during **the pay** period, overtime shall be paid on the basis of a partial averaging period.

Fire Protection **Workers** and **Observers** shall have four **(4)** designated days of **rest each pay** period. **All** authorized hours worked on a designated day of **rest** shall **be paid** at double time. These hours shall not **be** included as hours **worked** in the averaging period for overtime **purposes**.

4. HOURS OF WORK **AND** OVERTIME (MODIFIED HOURS)

Modified hours of work arrangements for hours worked on a straight time **basis** in **accordance** with the bi-weekly **pay** period may be instituted **by mutual** agreement at the local **level** in accordance with the modified **work** pattern, in **excess** of eight (8) hours per day provisions of **the** Collective Agreement.

5. SUSTENANCE

The Department will **not** charge **employees** for meals while at their campsite headquarters.

6. SENIORITY UNIT

Seniority shall be on:

- (a) A Department basis for Vacancies
- (b) A Section basis for Permanent lay-off
- (c) **A fire cache** area basis for seasonal **lay-off** and recall, (with **the** exception of Prince Albert which shall be on a work unit basis).

## SECTION 21

### SASKATCHEWAN ENVIRONMENT

#### PARKS

1. **HOURS OF WORK**

Office **36** designated employees - in accordance with the Office hours of work provisions of the Collective Agreement with **bi-weekly** pay periods.

**Regulated 37 1/3** designated employees - in accordance with the Regulated **37 1/3 hours** of work provisions of the Collective Agreement, with **bi-weekly pay periods**.

Field designated **employees** – in accordance with the Field hours of work provisions of the Collective Agreement, with **bi-weekly** pay periods.

2. **OVERTIME**

Overtime shall **be** paid for **all** hours in **excess** of eight (8) hours per **day** in accordance with the Overtime provisions of **the Collective Agreement**.

3. **HOURS OF WORK AND OVERTIME (MODIFIED HOURS)**

Modified **hours** of work arrangements for hours worked on a straight time basis in accordance with the **bi-weekly pay** period may be instituted by **mutual** agreement at the local level in accordance with the modified **work** pattern, in **excess** of eight (8) hours per day provisions of the Collective Agreement.

4. **SUSTENANCE**

The Department will not charge **employees** for meals while at their campsite **headquarters**.

5. **SENIORITY UNIT**

Seniority shall be on:

- (a) **A Department basis for Vacancies**
- (b) **A Section basis for Permanent lay-off**
- (c) **A Park basis for seasonal lay-off and recall**

## SECTION 22

### SASKATCHEWAN ENVIRONMENT

#### COMPLIANCE & FIELD SERVICES

##### 1. HOURS OF WORK

The hours of work shall be in accordance with Field hours of work provisions of the collective agreement, with bi-weekly pay periods.

##### 2. OVERTIME

Overtime shall be paid for all hours in accordance with the Overtime provisions of the Collective Agreement for Field employees.

##### 3. SUSTENANCE

The Department will not charge employees for meals while at their campsite headquarters.

##### 4. SENIORITY UNIT

Seniority shall be on:

- (a) A Department basis for Vacancies
- (b) A Section basis for **Permanent** lay-off
- (c) A resource area basis for seasonal lay-off and **recall**

## SECTION 23

### SASKATCHEWAN ENVIRONMENT

#### FOREST SERVICE & RESOURCE STEWARDSHIP

##### 1. HOURS OF WORK

Office 36 designated employees - in accordance with the Office hours of work provisions of the Collective Agreement with bi-weekly pay periods.

Regulated 37 1/3 designated employees - in accordance with the Regulated 37 1/3 hours of work provisions of the Collective Agreement, with bi-weekly pay periods.

Field designated employees – in accordance with the Field hours of work provisions of the Collective Agreement, with bi-weekly pay periods,

2. **OVERTIME**

Overtime for all employees shall be paid for all hours in excess of eight (8) hours per day in accordance with the Overtime provisions of ~~the~~ Collective Agreement.

3. **HOURS OF WORK AND OVERTIME (MODIFIED)**

Modified hours of work arrangements for hours worked on a straight time basis in accordance with the bi-weekly pay period may be instituted by mutual agreement at the local level in accordance with the modified work pattern, in excess of eight (8) hours per day provisions of ~~the~~ Collective **Agreement**.

4. **SUSTENANCE**

Headquarters shall be designated on a seasonal or permanent basis.

The Department will not charge employees for meals while at their campsite headquarters.

5. **SENIORITY UNIT**

Seniority shall be on:

- a) **A Department basis for Vacancies**
- b) A Crew or office basis for Forestry and a laboratory, hatchery or office basis for Fisheries and Wildlife for:
  - (i) Seasonal lay-off and recall
  - (ii) Permanent lay-off

## SECTION 25

### SASKATCHEWAN ENVIRONMENT

#### AVIATION OPERATIONS

##### A. FLIGHT WATCH CO-ORDINATORS

###### 1. HOURS OF WORK

Regulated  $37 \frac{1}{3}$  designated employees – in accordance with the Regulated  $37 \frac{1}{3}$  hours of work provisions of the Collective Agreement, with bi-weekly pay periods.

###### 2. OVERTIME

In accordance with **the** Overtime provisions of the Collective Agreement.

###### 3. SENIORITY UNIT

Seniority unit for Flight Watch Co-ordinators shall be on:

- (a) A Department basis for Vacancies.
- (b) Section basis for:
  - (i) A Seasonal lay-off and recall.
  - (ii) Permanent lay-off.

##### B. PILOTS

It is agreed between the parties that pilots employed in fire fighting operations **shall**, notwithstanding any relevant articles of **this** agreement, be governed by the following provisions;

###### 1. HOURS OF WORK AND PAY ADMINISTRATION

- a) For the purposes of these provisions the fire fighting period shall **be one** hundred and ~~thirty-three~~ (133) consecutive calendar days for a fiscal year, The start of the fire fighting period shall be set **by** management and communicated to employees by March ~~1~~ of each year.
- b) Pilots shall work such hours as assigned by management subject to **the** Northern Air Operations Manual, as approved by the Ministry of Transport. Pilots shall not be eligible for overtime except in accordance with (d) below,

- c) Pilots shall be paid ~~bi-weekly~~ for each assigned calendar day at a daily rate based on their annual salary divided by one hundred and ~~thirty-three~~ (133).
- d) Any calendar days in excess of the one hundred and ~~thirty-three~~ (133) day period assigned in fire fighting operations shall be paid at a rate of 1/133 of his/her current annual salary for each such day assigned.
- e) All unassigned calendar days outside the fire fighting period shall constitute full recognition of and full payment for any vacation leave, (including Special Northern Leave), ~~designated~~ holidays, days of rest and earned days off that ~~may~~ otherwise have been provided by this agreement.
- f) For the purposes of salary determination ~~on~~ promotion, demotion, transfer and temporary assignment of higher duties, the salary shall ~~be~~ based on the hourly rates covered in Pay **Schedule 1**.
- g) For ~~flyng~~ assignments outside the fire fighting period and not part of fire fighting ~~operations~~, pilots shall be paid on an hourly rate basis. The hourly rates shall ~~be~~ those for the appropriate classifications ~~a s~~ contained in Pay Schedule 1.
- h) Pilots ~~shall~~ be paid fourteen dollars (\$14.00) per day for each of the following Pilot Endorsements:
  - Group Captain
  - Safety Officer
  - Training Pilot
  - Check Pilot
  - Assistant Chief Pilot
- i) Pilots shall be paid a Flying Time Differential of twenty dollars (\$20.00) per hour for all hours flown during the fire fighting period. Pilots ~~are~~ not eligible for the Flying Differentials contained in the Collective Agreement.

## 2. NORTHERN DISTRICT ALLOWANCE

Eligible pilots shall be paid Northern District Allowance on the basis of eight hours for each assigned calendar day during the fire fighting period.

### 3. SICK LEAVE

- (a) Subject to the general **Sick Leave** provisions of the Collective Agreement, pilots shall earn sick **leave on the basis** of one day's sick leave for each assigned **8.75 calendar days** in the fire fighting period however, pilots shall **earn** and accumulate **no more** than **fifteen (15) days** of sick leave credits per fiscal **year**.
- (b) During the fire fighting period sick leave shall **be** used on the basis of two (2) sick **leave day** credits for each assigned calendar **day** a pilot is ill.

### 4. PROBATIONARY PERIODS

Subject to the general Probation provisions of the Collective Agreement, the probationary period for **a** pilot **shall** be a fire fighting period, provided that the pilot has worked **one-hundred and thirty-three (133) assigned days**,

In the **event** the pilot has not completed **one-hundred and thirty-three (133) assigned days** of work, the probationary period **shall** be extended until such time as the **133 assigned days** are completed.

### 5. INCREMENTS

**Subject** to the general Increment provisions of the Collective Agreement, a pilot shall **be** entitled **annually** to an increment within **his/her pay** range providing the employee has worked **one-hundred and thirty-three (133) assigned days** during the fire fighting period.

### 6. SENIORITY

Seniority for pilots shall **be** on **a** service date basis. An **employee's** service **date** shall be **his date** of entry into the Public Service as agreed between the parties.

### 7. HIRING-IN

For the purposes of **Labour Service** staffing, First Officer positions are considered **hiring-in** level positions.

## 8. SENIORITY UNIT

Seniority unit for pilots shall be on:

- a) A Department basis for Vacancies.
- b) A Section basis for:
  - (i) Seasonal lay-off and recall.
  - (ii) Permanent lay-off.

### New Provisions

**Unless otherwise stated, the terms and conditions of the Collective Agreement are effective the first day of the month following the signing of the Collective Agreement by both parties.**

### Retroactivity

**Upon written request to the Employer within 120 days of the signing of the Collective Agreement, employees, except those terminated for cause, who have left the service after October 1, 2004 shall receive any eligible retroactivity resulting from the October 1, 2004 general wage increase. Any entitlements not claimed within the 120 day period shall be deemed to have lapsed.**



**APPENDIX A**

**Note: RE Pay Schedule 1 - Effective October 3, 2004**

1. **The October 3, 2004 salary increase will be applied to salary rates and ranges effective November 28, 2004.**
2. **Retroactive pay for the period October 3, 2004 to November 27, 2004 shall be paid in the form of a lump sum payment.**

**SGEU PAY SCHEDULE - EFFECTIVE OCTOBER 3, 2004**

Level	Hourly Salary Range		Biweekly			
			Ave. 36 Hours/Week*		Ave. 37 1/3 Hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$ 12.406	\$ 15.092	\$ 893.23	\$ 1,086.62	\$ 926.31	\$ 1,126.86
2	\$ 13.150	\$ 15.998	\$ 946.80	\$ 1,151.86	\$ 981.86	\$ 1,194.51
3	\$ 13.941	\$ 16.961	\$ 1,003.75	\$ 1,221.19	\$ 1,040.92	\$ 1,266.41
4	\$ 14.776	\$ 17.977	\$ 1,063.87	\$ 1,294.34	\$ 1,103.26	\$ 1,342.27
5	\$ 15.957	\$ 19.415	\$ 1,148.90	\$ 1,397.88	\$ 1,191.45	\$ 1,449.64
6	\$ 17.235	\$ 20.969	\$ 1,240.92	\$ 1,509.77	\$ 1,286.87	\$ 1,565.67
7	\$ 18.614	\$ 22.646	\$ 1,340.21	\$ 1,630.51	\$ 1,389.83	\$ 1,690.89
8	\$ 20.101	\$ 24.457	\$ 1,447.27	\$ 1,760.90	\$ 1,500.86	\$ 1,826.11
9	\$ 22.112	\$ 26.903	\$ 1,592.06	\$ 1,937.02	\$ 1,651.01	\$ 2,008.74
10	\$ 24.324	\$ 29.594	\$ 1,751.33	\$ 2,130.77	\$ 1,816.18	\$ 2,209.67
11	\$ 26.757	\$ 32.554	\$ 1,926.50	\$ 2,343.89	\$ 1,997.84	\$ 2,430.68
12	\$ 29.433	\$ 35.811	\$ 2,119.18	\$ 2,578.39	\$ 2,197.64	\$ 2,673.86
13	\$ 32.377	\$ 39.390	\$ 2,331.14	\$ 2,836.08	\$ 2,417.46	\$ 2,941.09
14	\$ 35.613	\$ 43.328	\$ 2,564.14	\$ 3,119.62	\$ 2,659.08	\$ 3,235.13

\*Applies to field instructional group for the purposes of converting hourly to biweekly rates.

Level	Hourly Salary Range		Biweekly			
			Ave. 36 Hours/Week*		Ave. 37 1/3 Hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$ 12.530	\$ 15.243	\$ 902.16	\$ 1,097.50	\$ 935.66	\$ 1,138.13
2	\$ 13.282	\$ 16.158	\$ 956.30	\$ 1,163.38	\$ 991.71	\$ 1,206.45
3	\$ 14.080	\$ 17.131	\$ 1,013.76	\$ 1,233.43	\$ 1,051.30	\$ 1,279.10
4	\$ 14.924	\$ 18.157	\$ 1,074.53	\$ 1,307.30	\$ 1,114.32	\$ 1,355.71
5	\$ 16.117	\$ 19.609	\$ 1,160.42	\$ 1,411.85	\$ 1,203.39	\$ 1,464.13
6	\$ 17.407	\$ 21.179	\$ 1,253.30	\$ 1,524.89	\$ 1,299.71	\$ 1,581.35
7	\$ 18.800	\$ 22.872	\$ 1,353.60	\$ 1,646.78	\$ 1,403.72	\$ 1,707.76
8	\$ 20.302	\$ 24.702	\$ 1,461.74	\$ 1,778.54	\$ 1,515.87	\$ 1,844.40
9	\$ 22.333	\$ 27.172	\$ 1,607.98	\$ 1,956.38	\$ 1,667.52	\$ 2,028.82
10	\$ 24.567	\$ 29.890	\$ 1,768.82	\$ 2,152.08	\$ 1,834.32	\$ 2,231.77
11	\$ 27.025	\$ 32.880	\$ 1,945.80	\$ 2,367.36	\$ 2,017.85	\$ 2,455.02
12	\$ 29.727	\$ 36.169	\$ 2,140.34	\$ 2,604.17	\$ 2,219.60	\$ 2,700.59
13	\$ 32.701	\$ 39.784	\$ 2,354.47	\$ 2,864.45	\$ 2,441.65	\$ 2,970.51
14	\$ 35.969	\$ 43.761	\$ 2,589.77	\$ 3,150.79	\$ 2,685.66	\$ 3,267.46

\*Applies to field instructional group for the purposes of converting hourly to biweekly rates.

**APPENDIX □**

**BASE AND ADDITIONAL HOURS OF WORK DESIGNATION(S) BY OCCUPATION**

<b>Occupational Code</b>	<b>Base Hours of Work Designation</b>	<b>Additional Hours of Work Designation</b>
CAE Education, Training and Awareness Consultant	Field 37 1/3	Reg 37 1/3; Off 36
CAG Agrologist	Field 37 1/3	
CBC Business Consultant	Field 37 1/3	Off 36
CCP Community Program Consultant	Field 37 1/3	Reg 37 1/3
CCR Culture and Recreation Consultant	Field 37 1/3	
CEM Emergency Measures Advisor	Field 37 1/3	
CEP Epidemiologist	Field 37 1/3	
CES Equipment Standards Consultant	Field 37 1/3	
CHS Housing Services Consultant	Field 37 1/3	
CIC Interpretive Consultant	Reg 37 1/3	Field 37 1/3; Off 36
CMA Municipal Advisor	Field 37 1/3	
CMC Management Consultant	Field 37 1/3	
CPA Print Analyst	Off 36	Reg 36; Field 37 1/3
CPE Program Development and/or Evaluation	Field 37 1/3	
CPL Policy and Legislation	Off 36	Field 37 1/3
CPR Information Services Officer	Off 36	Field 37 1/3
CRM Resource Management Consultant	Field 37 1/3	Reg 37 1/3; Off 36 Reg 36
CRO Research/Policy Officer	Off 36	Field 37 1/3; Reg 36 Reg 37 1/3
CSE Curriculum Development and Co-ordination	Field 37 1/3	
FAC Accounting Clerk	Off 36	Reg 36; Field 37 1/3
FAT Accountant	Off 36	Reg 36; Field 37 1/3
FAU Auditor	Field 37 1/3	Off 36
FLL Land Manager	Field 37 1/3	
FLN Land Negotiator	Field 37 1/3	
FPG Park Gate Attendant	Reg 37 1/3	
FTA Tax Auditor	Field 37 1/3	Off 36
GAO Airport Operator	Reg 37 1/3	
GCK Cook	Reg 37 1/3	
GCS Camp Safety Officer	Reg 37 1/3	Field 37 1/3
GFC Fire Control Co-ordinator	Reg 37 1/3	Field 37 1/3
GFF Fire Fighter	Reg 37 1/3	
GFO Ferry Operator	Reg 37 1/3	
GFT Fire Tower (Watcher)	Reg 37 1/3	
GGW Geological Warehouse Worker	Off 36	Reg 36
GHM Equipment Operator	Reg 37 1/3	Field 37 1/3
GIS Institutional Services Worker	Reg 37 1/3	
GLA Lab Assistant	Reg 36	Reg 37 1/3
GMC Materials Checker	Reg 37 1/3	
GML Labourer	Reg 37 1/3	Field 37 1/3
GPA Pastures Manager	Field 37 1/3	Reg 37 1/3
GPI Pilot	Reg 37 1/3	
GPM Park Maintenance Worker	Field 37 1/3	
GRO Radio Operator	Reg 37 1/3	
GTD Transport Driver	Reg 37 1/3	

<b>Occupational Code</b>	<b>Base Hours of Work Designation</b>	<b>Additional Hours of Work Designation</b>
HCP Child and Youth Protection Worker	Field 37 1/3	Reg 37 1/3
HCS Custody Support Worker	Reg 37 1/3	Field 37 1/3
HCW Corrections Worker	Reg 37 1/3	Field 37 1/3
HCY Community Youth Worker	Field 37 1/3	Reg 37 1/3
HFL Family Law Worker	Field 37 1/3	Reg 37 1/3
HFS Family Services Worker	Field 37 1/3	Reg 37 1/3
HGA Group Activities Aide	Reg 37 1/3	
HIS Income Security Worker	Field 37 1/3	Reg 37 1/3
HIU Integrated Worker	Field 37 1/3	Reg 37 1/3
HPY Psychologist	Field 37 1/3	
HRD Resource Development Worker	Field 37 1/3	Reg 37 1/3
HSL Farm Stress Line Worker	Field 37 1/3	Reg 37 1/3
HTH Therapist	Reg 37 1/3	Field 37 1/3
HVC Victims' Co-ordinator	Field 37 1/3	Reg 37 1/3
HVN Verification Worker	Field 37 1/3	Reg 37 1/3
HWN Nurse	Reg 37 1/3	Field 37 1/3
ICI Trades Instructor	Field Instruction	
ICT Correspondence Teacher	Field Instruction	Field 37 1/3
IIA Instructional Assistant	Field Instruction	
ITT Teacher Therapist	Field Instruction	
PDP Document Processing	Off 36	Reg 37 1/3; Reg 36; Field 37 1/3
PLC Laboratory Clerk	Reg 36	Reg 37 1/3
PMC Medical Claims Assessor	Off 36	Reg 36
POM Program/Office Administrator	Off 36	Reg 37 1/3; Reg 36; Field 37 1/3
PPS Printing Services Technician	Off 36	Reg 36
PSC Secretary	Off 36	Reg 37 1/3; Field 37 1/3
PSK Stock Keeper/Store Keeper	Reg 37 1/3	Off 36; Reg 36
RAT Apprenticeship Consultant	Field 37 1/3	
RBI Building Inspector	Field 37 1/3	
RBP Boiler and Pressure Vessel Inspector	Field 37 1/3	
RCO Conservation Officer	Field 37 1/3	
REA Elevator and Amusement Ride Inspector	Field 37 1/3	
RFP Fire Prevention Officer	Field 37 1/3	Off 36
RFR Forestry Officer	Field 37 1/3	
RHT Highway Traffic Officer	Field 37 1/3	Off 36
RIN Investigator	Field 37 1/3	Off 36
RJO Judicial Officer	Off 36	Field 37 1/3
RLS Labour Standards Officer	Field 37 1/3	
RLV Livestock Inspector	Field 37 1/3	
ROH Occupational Health Officer	Field 37 1/3	
ROY Occupational Hygienist	Field 37 1/3	
RPD Petroleum Development Officer	Field 37 1/3	Off 36
RPI Private Investigator Registrar	Field 37 1/3	Off 36
RPS Park Security Officer	Reg 37 1/3	
RRS Radiation Safety Officer	Field 37 1/3	
SAR Archivist	Off 36	Reg 36
SAT Archival Technician	Off 36	Reg 36
SAV Audio Visual Technician	Off 36	Reg 36
SBA Scientific Assistant	Field 37 1/3	Off 36; Reg 36

<b>Occupational Code</b>	<b>Base Hours of Work Designation</b>	<b>Additional Hours of Work Designation</b>
SCP Community Planner	Field 37 1/3	Off 36
SCU Curator	Field 37 1/3	Off 36
SDP Draftsperson	Off 36	Reg 36
SEA Engineering Assistant	Field 37 1/3	Off 36; Reg 37 1/3
SEC Environmental Researcher	Field 37 1/3	
SET Engineering Technician	Reg 37 1/3	Off 36
SFM Fire Meteorologist	Off 36	<b>Reg 36</b>
SFP Facilities Planner	Field 37 1/3	
SFT Forestry Technician	Field 37 1/3	
SGE Geologist	Field 37 1/3	Off 36
SHM Highways Material Manager	Field 37 1/3	
SIB Business Analyst	Off 36	Reg 36; Field 37 1/3
SIT Information Technologist	Off 36	Field 37 1/3; Reg 36
SLI Library Technician	Off 36	Reg 37 1/3
SLP Land Plans Examiner	Off 36	Reg 36
SLR Librarian	Off 36	Reg 36
SLS Lab Scientist	Reg 36	Reg 37 1/3
SLT Lab Technician	Reg 36	Reg 37 1/3
SME Medical Equipment Technician	Field 37 1/3	Off 36
SMT Museum Technician	Field 37 1/3	Off 36
SNW Network Support Technician	Off 36	Reg 37 1/3
SPH Pharmacist	Off 36	Reg 36; Field 37 1/3
SPI Photo Interpreter	Off 36	Field 37 1/3
SPP Park Planner	Field 37 1/3	
SPT Community Planning Technician	Off 36	Reg 36
SRA Radio Technician	Reg 37 1/3	
SRT Resource Technologist	Field 37 1/3	Off 36; Reg 36
TAA Trades Apprentice	Reg 37 1/3	Field 37 1/3
TAM Journeyman Aircraft Mechanic	Reg 37 1/3	Field 37 1/3
THE Journeyman Heavy Equipment Mechanic	Reg 37 1/3	Field 37 1/3
TJA Journeyman Mechanic	Reg 37 1/3	Field 37 1/3
TJC Journeyman Carpenter	Reg 37 1/3	Field 37 1/3
TJE Journeyman Electrician	Reg 37 1/3	Field 37 1/3
TJM Supervisory Journeyman	Reg 37 1/3	Field 37 1/3
TJW Journeyman Welder	Reg 37 1/3	Field 37 1/3
TPP Power Plant Engineer	Reg 37 1/3	Field 37 1/3
TSS Shop Supervisor	Reg 37 1/3	Field 37 1/3
TTH Trades Helper	Reg 37 1/3	Field 37 1/3
TTP Trades Person	Reg 37 1/3	Field 37 1/3

## APPENDIX C

### TEACHERS

**As a result of bargaining, departments that employ "Teachers" have agreed to amend their policies to provide a maximum of 5 professional development days per year.**

Signed this 30<sup>th</sup> day of November, 2004, in the City of Regina, Province of Saskatchewan, in the presence of:

  
Claire Ismail, Chair, Public Service Commission

THE SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION, represented by

  
Barry Nowodelsky, Chair,  
Human Services Representative

  
Steve Lane, 1<sup>st</sup> Vice Chair and Vehicle  
& Equipment Operations Representative

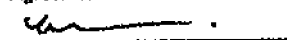
  
Jo Anne Belesky  
Support Services Representative

  
Brian Braaten  
Trades and Technical Representative

  
Landis Sather  
Admin & Communications Representative

  
Shane Osberg  
Agreement Administration Advisor

  
Cory Hendricks  
Agreement Administration Advisor

  
Beverly Crossman  
Executive Director of Operations

HER MAJESTY IN THE RIGHT OF THE  
PROVINCE OF SASKATCHEWAN,  
represented by

  
Pat Atkinson, Minister Responsible for the  
Public Service Commission

THE SASKATCHEWAN PUBLIC SERVICE  
COMMISSION, represented by


  
Don Zerr, Management Chair  
Public Service Commission

  
Brian Croerick, Public Service Commission

  
Susary Zerr, Public Service Commission

  
Sherry Bohay  
Agriculture, Food and Rural Revitalization

  
Kim Clark, Environment

  
Darcy Smyczuk  
Community Resources and Employment

  
Mike Regnier, CPB  
Corrections and Public Safety

  
Les Bell, Highways and Transportation

**LETTER OF UNDERSTANDING**  
**98-1**  
**OCCUPATIONAL HEALTH AND SAFETY COMMITTEES**

**Preamble**

The following language does not limit Employee and Employer entitlement to all rights and provisions of the Occupational Health and Safety Act and the Saskatchewan Human Rights Code.

**Joint Employer/Employee Committees**

**Department Wide Joint Labour - Management Councils**

The parties will establish a Labour/Management Council at the Department headquarters level at the request of the union at the departmental level. The duties of the Council include:

- (a) oversee the effective operation of occupational health and safety committees and programs throughout the department;
- (b) study and make recommendations on occupational health and safety matters and their specific application to the Department; and
- (c) deal with occupational health and safety matters that are referred from the local level.

The Department Council will meet at least once every four (4) months. The Council will be composed of a minimum of six (6) persons, at least half of which are elected or appointed by the union. Each Council will have employer and employee co-chairpersons.

The employer will regularly provide the Department Council at each meeting with the most recent statistical information on all injuries and illnesses sustained by employees in the Department as reported to the Workers Compensation Board to enable the Council to pursue its joint responsibilities,

**Workplace Joint Employer/Employee Committees**

Joint Employer - Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each Committee shall consist of not less than two (2) members and not more than twelve (12) members, unless specifically agreed by all members of the workplace O.H.&S. committee. At least one half (1/2) of the committee members shall be employees elected or appointed by the union members and each committee shall have employer and employee chairpersons, as appointed by their respective parties.



The Occupational Health and **Safety** Committees **shall have** a continuing concern with respect to the health and **safety** at the **work** place, The committees shall **meet** no **less** than quarterly. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the work place, Committee members shall be given reasonable opportunity during **regular** hours to deal with such concerns. Minutes of committee meetings shall be posted in the work place and shall *be* made available concurrently to the employer, the union and the Occupational Health and Safety Branch.

Occupational Health and **Safety** Committees shall exhaust their procedures before **any** matter is referred to the employer and the union for negotiation or before the matter is dealt with under the grievance **procedure**.

Wherever possible, Committee meetings **shall be** Scheduled during normal working hours. Employee members of the committee shall suffer no loss of pay or other benefits for attendance at committee meetings. An employee who attends committee meetings outside of scheduled hours of work shall be credited the time as if worked.

Joint Occupational Health and Safety Committees may recommend reasonably practicable training measures designed to prevent occurrences of occupational health and **safety** problems related to the **work** place.

#### Training for Joint Committee Members

Subject to reasonable notice being given, all committee members **shall be** entitled to up to five (5) days leave without pay, per **year**, for purposes of attending Occupational Health and Safety training courses, seminars or courses of instruction. However, where such training is provided by the Department of Labour, or jointly by the union and employer, employees exercising such **leave** shall suffer no **loss** of pay or benefits.


#### Health and Safety A Shared Concern

**As** a matter of principle, **both** the union and employer **recognize that** occupational health and **safety** is a **shared** concern of the parties. Both parties will endeavor cooperatively to maintain a safe work environment and will make recommendations to prevent *and/or* correct situations which threaten health and **safety** at the work **place**.


Continued,....


**\*\*Previously Renewed/Revised February 26, 1999; October 12, 2001\*\***  
**\*\*Last Renewed/Revised February 25, 2005\*\***

Signed on behalf of the Saskatchewan  
Public Service Commission

  
\_\_\_\_\_  
Date: Feb 25<sup>th</sup>/05

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

  
\_\_\_\_\_  
Chair, PS/GE Negotiating Committee  
Date: Feb 25/05

  
\_\_\_\_\_  
Executive Director of Operations, SGEU  
Date: Feb 26<sup>th</sup>/05

**LETTER OF UNDERSTANDING  
98-2  
DISPUTE RESOLUTION OPTIONS**

The parties **agree** the best resolution of a dispute is one worked out between the parties without recourse to a third party.

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

1. Attempting to ascertain the facts **and** negotiate a resolution.
2. Failing resolution by negotiation, agreeing to a joint statement of **facts**.
3. **Based** on the joint statement of facts, determine the appropriate course of action to resolve the matter from three options.
  - i) Grievance Mediation
  - ii) Expedited Arbitration
  - iii) Full Panel Arbitration

The parties may agree to any other dispute resolution mechanism with a view to resolving the **dispute**.

**I. GRIEVANCE MEDIATION**

This provision **can be adjusted** by mutual agreement of the parties.

**Grievances Appropriate for Mediation**

- Grievance **seeks** individual settlement, ie. settlement **applies** to one (1) grievor and would not result in a similar claim by another employee. **By** mutual agreement between the parties, grievance mediation **may be** used for other kinds of grievances, eg. group **grievances**
- Grievance mediation is appropriate where there are a range of possible solutions to the concerns raised in the grievance.
- **Grievance** mediation is normally not appropriate for policy grievances, complex **cases**, or where other employees **would** have a similar claim **resulting** from the settlement.

**Role of the Mediator**

- **The** role of the mediator **is** to assist the parties to achieve a mutually acceptable resolution of the grievance.
- The mediator will be drawn by **chance** from a list agreed upon by the parties. Any mediator must have served as the chairperson of an arbitration board unless otherwise agreed by the **parties**.
- **The** parties will equally **share** the cost of **fees** and **expenses** of the Mediator.

## Provision of Information Prior to the Mediation

- The mediator will be provided with a copy of the grievance, a copy of grievance replies and a copy of the collective agreement five (5) days prior to the mediation,

## Rules Applicable to Grievance Mediation

- Rules of evidence do not apply and proceedings are informal; the grievor and management respondent participate in the process.
- Any document provided prior to, or during the mediation will be returned to the issuing party at the end of the mediation.
- Unless the parties agree otherwise, settlements reached at mediation will not be considered a precedent and will not be raised in support of any future case,
- Anything said, or done at any mediation cannot be used against a party in any subsequent arbitration.
- If no settlement is reached, the parties may proceed to arbitration.
- A mediator cannot serve as the arbitrator should the case be referred to arbitration and is not a compellable witness in that arbitration or any hearing on the matter by the Labour Relations Board.
- No transcript or record of the mediation is kept by the mediator other than that the mediation occurred, when, where, as well as the parties, the issue in dispute and whether settlement was achieved.
- If there is no settlement, the mediator will provide an advisory opinion as to the likely outcome, if the matter is advanced to arbitration given precedent and arbitral norms.
- The parties to the mediation will have the authority to conclude a settlement at the mediation.
- Attendees to the mediation include the grievor, the manager respondent, the local steward, the department labour relations advisor and the spokesperson for union and management. Additional persons may attend by mutual consent.
- Mediation will normally occur at the worksite or at the union or employer's premises. The parties will jointly share the costs of mediation.

## Grievance Mediation Process

- Brief introduction to the grievance mediation process, by the mediator (concept, process, ground rules, questions).
- Mediator presented with a joint statement of facts prepared in advance of the hearing by the parties.

- Description of Grievance:
  - Party submitting the grievance, normally the union, briefly **outlines** the circumstances resulting in the grievance. Relevant collective agreement provisions are cited, as well as its position on the matter.
  - The grievor is given the opportunity to make additional **comment**.
  - The respondent, normally a labour relations representative, provides additional details regarding the circumstances resulting in **the** grievance, relevant collective agreement provisions and its position on the matter.
  - **The** manager affected by the grievance is given the opportunity to **make** additional comment.
  - The mediator **may** ask additional questions of the parties to obtain clarification on any matter.
  
- Private Caucus:
  - The parties will **be** separated. Alternately meeting privately with the parties, the mediator **seeks** to identify underlying interests, concerns and differences and **seeks** possible resolutions of the grievance.
  - The mediator **will** not reveal any information or position given by the parties in confidence without permission; the mediator **may advance** any position as **his/her** private recommendation to either party.
  
- Reconvening **the** Parties:
  - **Once** agreement **is** reached via private discussions, or no agreement is possible, parties are reconvened by the mediator.
  - If agreement **is reached**, the terms of settlement are put in writing and **signed** by the parties.
  - If no agreement **is possible**, the mediator **will** orally set out respective positions, points of difference and provide an advisory opinion as to **likely** outcome if case referred to arbitration,
  
- **Allowable** Time Limit:
  - Normally **three** (3) hours; an extension of up to one (1) hour will be **allowed** by joint agreement of the parties.
  - **The mediator** may call **a halt** to mediation where it appears resolution is not likely.

*ii.*      **EXPEDITED ARBITRATION**

- **By** mutual agreement, the **procedures may be** used after Step 2 of the grievance procedure, or following unsuccessful mediation.

**Grievances Appropriate For Expedited Arbitration**

- Unless otherwise agreed by the parties, only grievances that **seek** an individual settlement, i.e. settlement applies only to the grievor, would not result in a **similar claim** by other employees, shall **have** no **precedential value** and **shall** not thereafter be referred to **by** the parties in respect of **any** other matter in any other setting.

- Concerned with grievances that involve the interpretation and application, or alleged violation, of the collective agreement, eg. grievances that are arbitral.
- Grievance arbitration is appropriate where there is a limited range of solutions, or single solution, to the concern raised in the grievance.

On agreement that a case be expeditiously arbitrated, the parties will draw the Arbitrator by chance from a list mutually agreed by the parties and he/she will act as a single Arbitrator on the matter. Any Arbitrator must have served as the chairperson of an arbitration board,

### **Expedited Arbitration Process**

- No legal counsel used by either party:

Union:	Staff Representative or Elected Officer
Employer:	Labour Relations Officer or Department Human Resource Staff

- Documents tabled with Arbitrator:
  - Collective bargaining agreement;
  - Grievance statement and replies;
  - Agreed statement of facts;
  - Any cases that parties intend to rely on (limit five from each);
  - A brief statement of each party's position and argument (one page each); and
  - Possibly flowing from above, an agreed statement as to the exact difference that the parties want decided.
- Maximum number of cases to be scheduled in one day are two.
- Maximum time allotted to hear **each** case is three (3) hours. The parties will endeavour to abide by this time limit; extensions may occur by mutual agreement.
- Procedure guidelines:
  - Documents tabled;
  - Brief opening statement by each of the parties;
  - Witnesses (maximum two per party), examined, cross-examined and questioned by Arbitrator;
  - Final argument (Brown and Beatty, or similar texts may be cited);
  - General rules of evidence are not strictly applied, except rules of "onus";
  - Parties must discuss evidence prior to hearing, in order to expedite the hearing.
  - Once the Arbitrator has indicated the direction of the likely decision, parties may request an adjournment to attempt to work out the exact terms of the resolution (the decision).
  - Arbitrator may attempt to mediate, eg. propose a possible resolution, if the parties agree and if the case has not previously been through the mediation process.

- Arbitrator may issue a **verbal** decision immediately. **Within three (3) working days** a written decision shall be rendered, setting out the reasons which the Arbitrator deems necessary to convey a decision. Decision and reasons are limited to **two pages**. The decision of the single Arbitrator will **be** final and binding on the parties.
- The parties will equally share the cost of **fees** and **expenses** of the Arbitrator,
- The **grievor** and **Manager/Supervisor** who are party to the case shall be granted **leave** with pay to be present at arbitration.
- The grievance may be removed from the expedited process at any time, prior to the expedited hearing.

### **iii. FULL PANEL ARBITRATION**

#### • Establishment of an Arbitration Board

- An Arbitration Board shall consist of **three (3) members** appointed in the manner provided in this section.
- Application for an Arbitration Board **shall** be made to the Chair. **The** application shall contain **the name of** the person appointed to the Board **by** the applicant, **A** copy of the letter to the Chair shall **be** supplied by way of notice, concurrently, to the respondent.
- Within ten **(10) working days** of receiving the notice, **the** Chair shall furnish the name of management's appointee **to** the applicant.
- Representatives of the Commission, in consultation with Departments, and the Union may attempt to resolve grievances with service wide implications, prior to the arbitration hearing, in a manner **they** consider fair and **equitable**.
- The parties, within ten **{10} working days** of **the** appointment of the management nominee, shall appoint a third member of the Board who shall **be** the Chairperson thereof.
- When the parties fail to agree on the appointment of a Chairperson, the Chairperson will be selected from a permanent panel of at least three (3) individuals established and maintained **by** the parties to the collective agreement. Selection of a Chairperson from the panel shall be made by choice.
- Termination arbitrations will be heard and decisions rendered within **120** calendar days, unless otherwise agreed to by the parties.

#### • Proceedings of an Arbitration Board

The Chairperson of the Arbitration Board **shall** fix the time and place of sittings of an Arbitration Board after consultation with **the other** members thereof, and **he** shall notify the parties **as** to the time and place **so fixed**, provided that the Arbitration Board shall meet not later than seven (7) calendar days after it **has** been constituted, **unless** by **consent** of both parties the date is set back.

**An Arbitration Board shall**, in such a manner as it thinks fit, expeditiously and carefully enquire into the grievance and all matters affecting the merits and rights of the parties to settlement thereof.

- In the course of the hearings, the Arbitration Board may make such suggestions and do such things as it deems right and proper for encouraging a fair and amicable settlement of the grievance, and shall hear such representations as may be made on behalf of the parties, and shall diligently proceed to mediate between them.
  - An Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
  - An Arbitration Board may accept, admit and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.
  - Any party to a reference to an Arbitration Board may be represented before the Board by two (2) or fewer than two (2) persons designated by the parties respectively for the purpose, provided that every party appearing by a representative shall be bound by the acts of such representatives.
  - If, without good cause shown, any party to a proceeding before an Arbitration Board fails to attend or be represented, the Arbitration Board may proceed as if the party had duly attended or been represented.
  - The expenses of the Chairperson of the Board and any other common expenses for such items as hall rental and transcripts, shall be shared equally by both parties.
  - The proceedings of an Arbitration Board shall be completed within one (1) year of the appointment of the Chairperson.
- Decisions (Award of an Arbitration Board)
    - The Arbitration Board established under this letter of understanding, shall not have the authority to add, subtract from, or amend any of the provisions of the collective agreement.
    - Subject to the statement above, an Arbitration Board shall have the power to dispose of any grievance involving dismissal or disciplinary action in the following manner:
      - i) by denying the grievance in total;
      - ii) by allowing the grievance in total;
      - iii) by directing a compromise settlement which it deems just and equitable.
    - The decision of the majority of the members of an Arbitration Board, or, where there is no majority decision, the decision of the Chairperson, shall be the decision of the Arbitration Board.
- By mutual agreement, the parties may agree to a single Arbitrator

Continued.,...



**\*\*Previously Renewed/Revised February 26, 1999; October 12, 2001\*\***  
**\*\*Last Renewed/Revised February 25, 2005\*\***

Minister of Health Services  
Saskatchewan

[Signature]  
Date: Feb 25/05

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

[Signature]  
Chair, PS/GE Negotiating Committee

Date: Feb 25/05

[Signature]  
Executive Director of Operations, SGEU

Date: Feb 05/05

**LETTER OF UNDERSTANDING**  
**98-4**  
**EMPLOYMENT EQUITY**

**REGARDING EMPLOYMENT EQUITY**

The parties to the Collective Agreement wish to **acknowledge** the **late** Karen Warner for her contribution to the development and implementation of an Employment Equity Plan in **the** Executive Government of Saskatchewan.

**Central Joint Employment Equity Committee**

Both parties **shall** appoint members to the Central Joint Employment Equity Committee who are **from** the designated **groups**. The Committee **shall be** gender balanced and **have** equal Union **and** management representation.

The parties agree that the Central Joint Employment Equity Committee has ongoing responsibility for the plan that identifies, eliminates and prevents discriminatory policies, practices and barriers. Where barriers are identified, the Central Employment Equity Committee shall examine any related policies, procedures and practices to **make** recommendations For change.

To this **end**, the Central Joint Employment Equity Committee shall facilitate and approve specific strategies **for** departments/agencies to deal with the **under-**representation of **persons** of aboriginal ancestry, persons with disabilities, members of visible minority groups, and women in non-traditional occupations, throughout the Public Service.

**The** Central Joint Employment Equity Committee shall provide direction **or** advice to **the** department/agency employment equity committees when necessary.

The Central Joint Employment Equity Committee **shall meet** with the Joint Employment Equity Council which consists of department/agency employment equity co-chairs and coordinators four {4} times per **year** or **as** circumstances warrant.

The co-chairs of the Central Joint Employment Equity Committee or their designates **shall** meet with each department/agency employment equity committee a minimum of once per year.

**Department/Agency Employment Equity Committees**

Department/agency employment equity committees shall **be** established **and** include members **from** the designated groups, be gender balanced and have equal Union and management representation; unless agreed to by the parties to **the** Collective Agreement.

Department/agency employment equity committees have **responsibility** for the development, **implementation**, monitoring, evaluation and updating of employment equity plans in their respective departments and agencies.

Department/agency employment equity committees shall provide to the co-chairs of the Central Joint Employment Equity Committee, copies of their annual reports of the past year's activities and plans for the next year's activities.

Departments and agencies shall have specific strategies to increase the under-representation of the designated groups.

Department/agency employment equity committees shall **keep** and provide minutes to the co-chairs of the Central Joint Employment Equity Committee.

Department/agency employment equity committees shall collect minutes from workplace, local and regional Committees within their departments and forward them to the co-chairs of the Central joint Employment Equity Committee.

Department/agency employment equity committees or either co-chair shall refer **unresolved** issues or difficulties to the Central Joint Employment Equity Committee For resolution.

### **Regional Workplace and Local Employment Equity Committees**

Regional workplace **and** local employment equity committees are committees that are formed within the department/agency and are responsible to the department/agency employment equity committee,

### **TERMS OF REFERENCE FOR THE JOINT EMPLOYMENT EQUITY COMMITTEE**

**Develop** an Employment Equity Plan which:

- ◆ impacts on all employees and positions in the public service:
- ◆ can be implemented without requiring changes to **the** collective agreement; and
- ◆ contains a structure for plan implementation, evaluation and revision that:
  - involves the Union,
  - involves departments,
  - ensures ongoing monitoring **and** evaluation of the plan: and
  - includes realistic goals and time frames.

Provide for input **by** interested individuals and groups during plan development.

Identify and discuss issues and initiatives and make recommendations for their inclusion in the plan or for further research, analysis and investigation. The issues and initiatives may include, but **are** not restricted, to the following:

- ◆ educational and awareness programs,
- + support mechanisms,
- ◆ training and development programs,
- ◆ special recruitment and promotional mechanisms, and
- ◆ special accommodations for persons with disabilities.

Conduct research and analysis as is necessary to develop the plan.

The Committee will obtain approval of the plan by the respective parties and will then jointly seek the approval of the Saskatchewan Human Rights Commission.

### CRITERIA FOR PROOF OF MEMBERSHIP IN THE DESIGNATED GROUPS

The following defines the criteria for membership for three of the designated groups for the Government of Saskatchewan's employment equity program as approved by the parties to this agreement,

1. Persons with Disabilities are Persons who:
  - a) have persistent physical, intellectual, mental, psychiatric, sensory or learning conditions that:
    - i) require a technical device and/or personal support or service which enables such persons to perform essential functions of a job:  
and/or
    - ii) require some *form* of accommodation such as **extra rest breaks**, or time **off/leave** to obtain treatment as necessary, or modifications to job responsibility, job site or work hours; and
  - b) consider themselves, and believe an employer or a potential employer would consider them disadvantaged in finding, retaining or advancing in employment because of **that** condition.
2. Persons of Aboriginal Ancestry:
  - 2.1 'Metis' means an Aboriginal person who self-identifies as Metis, who is distinct from Indian and Inuit, and:
    - a) is a descendent of those **Metis** who received or were entitled *to* receive land **grants** and/or Scrip under the provision *of the* Manitoba Act, 1870 or the Dominion Lands Act, as enacted from time to time; or
    - b) a person of Aboriginal descent who is accepted by the Metis Nation and/or Metis Community.

2.2 **First Nations Person:**

A First Nations person is a person who is registered as an Indian under the *Indian Act* (also referred to as Status or Treaty Indian).

2.3 **Non-Status Indian:**

**Non-Status** Indians are Aboriginal people who **are** not registered under the Indian Act but **who** identify with a First Nations or Inuit community culturally or linguistically.

3. **Visible Minority Persons:**

**Members** of visible minority groups means persons who are, because of their race or colour, in a visible minority in Canada.

**CHALLENGES TO DECLARATIONS OF SELF-IDENTIFICATION**

Challenges to a declaration of self-identification, as a member of a designated group shall be made within thirty (30) days of commencement of employment in the position.

Challenges to declarations of self-identification shall be made in writing to **the** department/agency Human **Resource** Branch who will notify the co-chairs of the Central Joint Employment Equity Committee.

Persons who are challenged shall provide documentation of proof as a member of a designated group to the department or agency Human Resource Branch.

**The** department or agency **Human** Resource Branch shall examine documentation and render a decision and notify the co-chairs of the Central Joint Employment Equity Committee.


**NON-TRADITIONAL SGEU OCCUPATIONS FOR WOMEN**

**These** occupations are occupations where female representation is **less** than 45% of the workforce.

Continued.....

**\*\*Previously Renewed/Revised February 26, 1999; October 12, 2001\*\*  
\*\*Last Renewed/Revised February 26, 2005\*\***

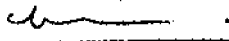
Signed on behalf of the Saskatchewan  
Public Service Commission

  
\_\_\_\_\_  
Date: Feb 25<sup>th</sup> / 05

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

  
\_\_\_\_\_  
Chair, PS/GE Negotiating Committee

Date: Feb 25 / 05

  
\_\_\_\_\_  
Executive Director of Operations, SGEU

Date: Feb 25 / 05

**LETTER OF UNDERSTANDING**  
**98-5**  
**LEAVE FOR UNION BUSINESS**

The following provisions shall apply to definite leaves of absence with **pay** granted for union business:

1. (a) The **Employer** will continue to provide the regular earnings and make all normal deductions during such leave.
- (b) Employees shall continue to accumulate and be entitled to **access** all benefits and seniority rights.
- (c) For *the purpose* of determining overtime entitlement for **employees** working on an averaging period basis, **approved** leave of absence with pay for union business shall **be** credited as averaging period hours subject to the following:
  - i) For Field **Employees** - to a daily maximum of eight (8) hours reduced **by** any **hours** actually worked on **that** day.
  - ii) For other **employees** - to a maximum of **the** normal daily hours of work reduced by any **hours** actually worked on **that** **day**.

2. Union to Reimburse the **Employer**:

The Union will reimburse the Employer for the full cost of Union **Leave** as **follows**:

- (a) For the first thirty (30) consecutive calendar days or **less**:
  - i) Designated Holidays (**where** the employee is on Union **business** on both the working **day** preceding **and** following the designated holiday).
- (b) For **the next sixty** (60) consecutive **calendar** days or **less**:
  - i) Designated Holidays (**where the** employee is on Union business on both **the** working day preceding and following the designated holiday):
  - ii) Employment Insurance;
  - iii) Canada Pension Plan;
  - iv) Vacation **Leave**; and
  - v) Superannuation.

- (c) For **leave** in **excess** of ninety (90) consecutive calendar days:
- i) Designated Holidays (where the **employee** is on Union business on both the working day preceding and following the designated holiday):
    - i) Employment Insurance;
    - iii) Canada Pension Plan;
    - iv) Vacation Leave;
    - v) Superannuation; and
    - vi) Sick **Leave** Accumulation

An employee who is **elected** or appointed to a full time position in any of the bodies to which the Union is affiliated or accepts a paid staff position with the Union may be granted definite or indefinite **leave without** pay. During such **leave** the application of **benefits** shall be in accordance with benefits **under** this section, excepting that an employee shall continue to earn seniority under this agreement for a period of up to two (2) years.


An employee who holds a full-time **elected** SGEU position may be granted definite or indefinite **leave** without pay. During such **leave**, application of benefits shall be in accordance with Article 1B.4, excepting that seniority shall be granted for the full period of the **leave**.

Continued.,...



**\*\*Previously Renewed/Revised February 26, 1999; October 12, 2001\*\***  
**\*\*Last Renewed/Revised February 25, 2005\*\***


Signed on behalf of the Saskatchewan  
Public Service Commission

  
Date: Feb 25<sup>th</sup> / 05

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

  
Chair, PS/SGE Negotiating Committee

Date: Feb 25 / 05

  
Executive Director of Operations, SGU

Date: Feb 26 / 05

**LETTER OF UNDERSTANDING**  
**98-6**  
**TERMS OF REFERENCE FOR MODIFIED WORK PATTERN**

1. When the work pattern is established pursuant to Article 9.3.5.2 (Modified Work Pattern-In Excess of 8 Hours/Day) of the Collective Agreement, the administration of some benefits has to be modified. The principle underlying the modification is that the benefits previously based on a "day" or "week" are converted to hours and produce the same level of benefits in terms of hours as they would have if the work week had not been modified. This results in no additional benefit costs to the employer and neither losses nor gains in benefits to the employee.
2. The following states how this principle is to be applied with the administration of a number of benefits but may not be exhaustive.
  - 2.1 Pay - Employees will continue to receive their normal bi-weekly salary as per Pay Schedule 1 on their normal pay dates set out in the Collective Agreement, subject to any adjustments required by the modified hours of work pattern,
  - 2.2 There is no change in the administration of Articles of the Collective Agreement dealing with probation, seniority, annual increments, severance pay and notice of termination, demotion or resignation.
  - 2.3 OVERTIME
    - 2.3.1 Daily Overtime - In accordance with Articles 11.1 (Hourly Rates), 11.2 (Overtime Must Be Authorized), 11.4.1 (On Regular Work Day) and 11.4.2 (On Assigned Day of Rest) of the Collective Agreement.
    - 2.3.2 All authorized hours worked in excess of the number of hours to be worked at straight time in the averaging period shall be paid at time and one-half. In calculating this averaging period overtime, daily overtime hours shall be deducted from total hours worked.
      - 2.3.2.1 An employee who commences employment in a modified work pattern arrangement on a day other than the first day of the averaging period shall have a work pattern established on the basis of his maximum number of straight time hours equalling 8 times the number of working days remaining in the averaging period less 8 times the number of designated holidays and earned days off occurring in the averaging period,
      - 2.3.2.2 An employee who terminates employment from a modified work pattern arrangement on a day other than the last day of the averaging period shall have the number of straight time hours which should have been worked reconciled on the basis of 8 times the number of working days which occurred in the averaging period less 8 times the number of designated holidays and earned days off in the averaging period prior to the date of termination,

2.4 Shift Differential - Per **Article 15.12 (Shift Differential) of the Collective Agreement** provided that shift differential will not **be** payable in a modified **work** pattern in a situation where it **was** not payable under the standard hours of **work** week.

2.5 **HOLIDAYS**

2.5.1 Designated Holidays

2.5.2. Note: In Article 9.3.5.2.A) 1 of the **Collective Agreement**, the number of hours to be **worked** straight time in the averaging period was reduced by eight (**8**) hours for each designated holiday falling in the averaging period.

2.5.3 Working **on** a designated holiday - payment for working on a designated holiday is provided for by 2.3.2 of this letter of understanding. The provision of Article 13.2.1 (**Employee Required to Work on a Designated Holiday**) of the collective agreement shall not apply. Article 13.2.2 (**Overtime Work**) of the Collective Agreement shall apply.

2.6 Vacation - For the administration of Article 16.1 (Service for Vacation) of the Collective Agreement the following shall **apply**:

1 1/4 days	=	10 hours
15 days	=	120 hours
1 2/3 days	=	13 1/3 hours
20 days	=	160 hours
2 1/12 days	=	16 2/3 hours
25 days	=	200 hours
2 1/2 days	=	20 hours
30 days	=	240 hours

Vacation usage shall be charged on **the** basis of one hour for each hour scheduled to work under **the** modified work pattern.

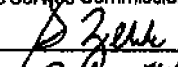
2.7 Sick Leave and Pressing Necessity- Article 17.3 (Sick Leave Eligibility) of the Collective Agreement shall be administered on **the** following basis:

- (i) For purposes of crediting, earning and present accumulation of sick leave shall be converted **to** hours on the basis of one day equals eight (**8**) hours.
- (ii) For purpose of using sick leave, charges shall be made on **the** basis of **one** hour for each hour of sick leave or pressing necessity on which the employee **was** scheduled to work.


Continued.....

**\*\*Previously Renewed/Revised February 26, 1999; October 12, 2001\*\***  
**\*\*Last Renewed/Revised February 26, 2005\*\***

Signed on behalf of the Saskatchewan  
Public Service Commission

  
\_\_\_\_\_  
Date: Feb 25<sup>th</sup> / 05

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

  
\_\_\_\_\_  
Chair, PS/GE Negotiating Committee  
Date: Feb 25 / 05

  
\_\_\_\_\_  
Executive Director of Operations, SGEU

Date: Feb 25 / 05

**LETTER OF UNDERSTANDING #98-10**  
**BETWEEN**  
**SASKATCHEWAN PUBLIC SERVICE COMMISSION**  
**AND**  
**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION**

**RE: SUPPLEMENTED SALARY RANGES (SSR)**

In accordance with **article 14.1.6** of the **collective** agreement, the attached Appendix **1** lists the **supplemented salary** ranges agreed to be **effective October 3, 2004**.

**Continued....**

**\*\*Previously Renewed/Revised February 26, 1000; October 12, 2001\*\***  
**\*\*Last Renewed/Revised February 26, 2005\*\***

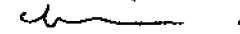
Signed on behalf of the Saskatchewan  
Public Service Commission

Date:

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

  
Chair, PS/GE Negotiating Committee

Date: Feb 25/05

  
Executive Director of Operations, SGEU

Date: Feb 16/05

**Supplemented Salary Ranges(Effective October 3,2004)**

The attached rates are in accordance with article 14.1.6 of the PS/GE collective bargaining agreement and replace the rates previously noted in Letter of Understanding #98-10.

OCCUPATION GROUP RPD (Includes former RPG Occupation Group)

Inspection and Regulatory – Petroleum Development

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
6	\$17.235	\$20.969	5.594%	\$18.198	\$22.142
7	\$18.614	\$22.646	5.595%	\$19.656	\$23.913
8	\$20.101	\$24.457	9.404%	\$21.992	\$26.757
11	\$26.757	\$32.554	2.285%	\$27.368	\$33.298

OCCUPATION GROUP FTA (Includes former FRT Occupation Group)

Finance and Revenue – Tax Auditors

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
7	\$18.614	\$22.646	7.516%	\$20.012	\$24.348
8	\$20.101	\$24.457	11.502%	\$22.413	\$27.270
9	\$22.112	\$26.903	7.442%	\$23.758	\$28.905
10	\$24.324	\$29.594	3.535%	\$25.184	\$30.640
11	\$26.757	\$32.554	0.000%	Not Applicable	
12	\$29.433	\$35.811	0.000%	Not Applicable	
13	\$32.377	\$39.390	0.000%	Not Applicable	

OCCUPATION GROUP FAU

Finance and Revenue – Auditors

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
10	\$24.324	\$29.594	15.463%	\$28.086	\$34.170
11	\$26.757	\$32.554	11.808%	\$29.916	\$36.398

OCCUPATION GROUP CSE (Included former CCD & CCC Occupation Group)

Program Consultation – Curriculum Development & Co-ordination

Level	Mod 0 Range		%	supplemented Range	
	Minimum	Maximum		Minimum	Maximum
9	\$22.112	\$26.903	9.631%	\$24.241	\$29.494
10	\$24.324	\$29.594	9.627%	\$26.667	\$32.443
11	\$26.757	\$32.554	7.732%	\$28.825	\$35.071
12	\$29.433	\$35.811	5.864%	\$31.160	\$37.911
13	\$32.377	\$39.390	4.039%	\$33.684	\$40.981

OCCUPATION GROUP ITT1

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
9	\$22.112	\$26.903	0.00%	Not Applicable	
10	\$24.324	\$29.594	0.00%	Not Applicable	
11	\$26.757	\$32.554	0.00%	Not Applicable	
12	\$29.433	\$35.811	0.00%	Not Applicable	

OCCUPATION GROUP ITT2

Instructional – Teacher Therapist

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
9	\$22.112	\$26.903	4.999%	\$23.218	\$28.248
10	\$24.324	\$29.594	4.998%	\$25.541	\$31.073
11	\$26.757	\$32.554	4.998%	\$28.094	\$34.181
12	\$29.433	\$35.811	4.998%	\$30.905	\$37.601

OCCUPATION GROUP ITT3

Instructional – Teacher Therapist

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
9	\$22.112	\$26.903	10.252%	\$24.379	\$29.661
10	\$24.324	\$29.594	10.249%	\$26.818	\$32.627



Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
10	\$24.324	\$29.594	4.998%	\$25.541	\$31.073

### OCCUPATION GROUP ICT3

Instructional – Correspondence Teacher (former Range 6 Instructor)

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
10	\$24.324	\$29.594	10.249%	\$26.818	\$32.627

### OCCUPATION GROUP SIT (Includes former SPA & SGI Occupation Groups)

Science/Technology – Information Technology Analyst

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
6	\$17.235	\$20.969	8.937%	\$18.775	\$22.843
7	\$18.614	\$22.646	8.942%	\$20.279	\$24.671
8	\$20.101	\$24.457	16.617%	\$23.442	\$28.521
9	\$22.112	\$26.903	15.604%	\$25.562	\$31.101
10	\$24.324	\$29.594	14.598%	\$27.875	\$33.914
11	\$26.757	\$32.554	13.605%	\$30.397	\$36.983
12	\$29.433	\$35.811	12.616%	\$33.147	\$40.329
13	\$32.377	\$39.390	11.645%	\$36.147	\$43.977

### OCCUPATION GROUP TAM

Building & Shop Trades – Aircraft Mechanic (Engineer)

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
8	\$20.101	\$24.457	11.539%	\$22.421	\$27.279
9	\$22.112	\$26.903	11.538%	\$24.663	\$30.007

**OCCUPATION GROUP GPI**

General Operations – Chief Pilot

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum

**OCCUPATION GROUP RBP**

Inspection & Regulatory – Boiler and Pressure Vessel Inspector

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum

**OCCUPATION GROUP FLN**

Finance & Revenue – Land Negotiations (Highways)

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
8	\$20,101	\$24,457	30.085%	\$26,149	\$31,815
10	\$24,324	\$29,594	23.836%	\$30,122	\$36,648

**OCCUPATION GROUP SPH**

Science/Technology – Pharmacist

Level	Mod 0		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
10	\$24,324	\$29,594	22.863%	\$29,885	\$36,360
11	\$26,757	\$32,554	18.394%	\$31,678	\$38,542
12	\$29,433	\$35,811	14.085%	\$33,579	\$40,855
13	\$32,377	\$39,390	9.942%	\$35,595	\$43,306

OCCUPATION GROUP HWN (The supplements for levels 11 & 12 are effective February 6, 2005)

Human Services – Nurse

Level	Mod 0		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
7	\$18.614	\$22.646	8.787%	\$20.249	\$24.636
8	\$20.101	\$24.457	8.787%	\$21.868	\$26.606
9	\$22.112	\$26.903	6.810%	\$23.617	\$28.735
10	\$24.324	\$29.594	3.616%	\$25.203	\$30.664
11	\$26.757	\$32.554	3.612%	\$27.723	\$33.730
12	\$29.433	\$35.811	3.608%	\$30.495	\$37.103

OCCUPATION GROUP RRS

Inspection & Regulatory – Radiation Safety Officer (Effective January 23, 2005)

Level	Mod 0 Range		%	Supplemented Range	
	Minimum	Maximum		Minimum	Maximum
11	\$26.757	\$32.554	18.677%	\$31.754	\$38.634

**LETTER OF UNDERSTANDING**  
**#98-12**  
**MAINTENANCE OF THE CLASSIFICATION PLAN**

**SECTION "A"**

Whereas the parties to this agreement are committed to the principle of equal pay for work of equal value job evaluation and recognize that systemic discrimination may occur in the process of evaluating jobs, the parties mutually commit to the following purposes, principles and values in relation to the maintenance of the joint equal pay for work of equal value job evaluation plan:

A. Purposes

1. To provide equitable, service-wide classification treatment within the bargaining unit;
2. To evaluate jobs, not people, nor performance;
3. To ensure compliance with relevant government legislation and policy.

B. Principles and values

1. Equal pay for work of equal or comparable value:
  - Job evaluation factors established measure skill, effort, responsibility, and working conditions.
  - Factors are generic, capable of measuring all aspects of work, do not measure occupational-specific aspects of work, and are applied to all jobs in the bargaining unit,
  - Degree definitions in the factors measure significant differences in work.
  - Traditionally undervalued characteristics of work are made visible through the comparative descriptions.
  - Persons evaluating jobs be trained in bias awareness and proper application of the plan, and do not have vested interests in the outcome.
2. Employment rights:
  - Employees have a right to know what their duties and responsibilities are and what the corresponding salary range is for that set of duties.
  - The employer has the right to assign duties and responsibilities to ensure the mandate of the organization is achieved.
  - In the event of changes in duties and responsibilities the employee has a right to know how their job is affected and a right to request a review of such changes.
3. The right to due process:
  - Job evaluation factors and comparative descriptions will be available through the Public Service Commission, Human Resource Branches and the union offices.
  - Appeal mechanisms shall exist to examine, substantiate, authenticate and adjudicate decisions and shall function in a manner that maintains the integrity of the job evaluation plan.

- **Bias is addressed through consistent plan application, analyst and appeal panel education, removal of vested interest decision-making, maintaining up-to-date comparative descriptions and notes to raters and through disclosure of rationale.**
- **Processes established in this regard work towards:**
- **Clarity in job assignments,**
- **Integrity in describing work.**

C. Definitions

Equal pay for work of equal value is deemed to **be** achieved when the employer adjusts its compensation practices so that all employees **are** assigned to a schedule of **pay** with the same maximum hourly rate of pay as other employees performing work of **equal**, or comparable value.

"Comparable value" means a range of points within a point rating job evaluation plan that is determined, through a joint union management process, to **be** worth the same **maximum** hourly rate of pay.

Comparable value is determined through the composite of factors in the plan which **measure** skill, effort, responsibility and working conditions. These factors are written such that their content does not incorporate **gender, or other bias.**

"**Job Evaluation Plan**", or classification plan for the purpose of this agreement shall mean the new job evaluation plan for **employees** within the SGEU/PSGE Bargaining Unit.

"Commission" means the Public Service Commission.

"Employee" **as defined** in the collective agreement.

"Comparative descriptions" are practical examples of work which provide the standards for how the level definitions within each job evaluation factor are to **be** interpreted **and** applied.

D. No Discrimination

In the application of the new classification plan, **there** is no discrimination in **pay** where a pay difference **is the result of:**

1. A temporary training, or development assignment which is equally available to male **and** female employees and leads to career advancement for those involved in **the** program, **or** assignment.
2. Any personnel practice **where** a job is downgraded and the incumbent retains a rate above maximum of the newly assigned range.
3. A skills shortage **that** is causing inflation in pay for an occupation **because** the employer is encountering difficulties in recruiting **and/or** retaining **employees** with the requisite skills.

4. Changes in job assignments.

E. Maintenance Committee

1. The parties will maintain a joint union-management class plan committee, **members to serve** a minimum of two (2) year terms, with the first members of this committee having continuity with the plan development steering committee.
  - $\frac{1}{2}$  Of the first members shall serve 3 years,  $\frac{1}{2}$  two years. Subsequently,  $\frac{1}{2}$  of the committee shall be replaced every 2 years.
  - The start date of this committee shall be October 1, 1998.
2. The composition of this committee shall **be**:
  - 50% women and 50% men; 50% union and 50% management, selected by their respective party.
  - A minimum of three (3) members of the PS/GE, selected from alternating components, where possible, with consideration to geographic representation.
  - One (1) staff representative of the SGEU.
  - A minimum of three (3) management members consisting of **one** representative from **the** Classification Branch, Public Service Commission, one Human Resource Consultant and **one** manager from a department,
  - One (1) staff member from the Public Service Commission Classification Branch.
3. This committee shall be co-chaired by a member of the SGEU and by the Public Service Commission Classification representative.
4. This committee shall operate by consensus; the committee shall meet a minimum of twice **annually**.
5. The members of this committee **shall be** trained in **equal** pay for work of equal value principles.
6. That the **role** and authority of this committee shall be:
  - To jointly approve job description forms.
  - To develop and maintain an educational program regarding the principles of the **plan** and how **the** plan works.
  - To maintain the Notes to Raters through addition, or deletion of content.
  - To determine once every two (2) years the need for addition, or deletion of CD's and the process for selection, writing and rating. The parties **agree** to first amend those CDs affected by allocation appeal results.
  - To require a sample **of** classification decisions for audit by the Commission, The committee shall determine what process **is** to be used for this audit, The result of the audit shall **be** reported to the Committee.

- The Committee shall have the authority to establish and change the roles and authorities of the appeal panels from time to time, as required, Any such change shall **be** in accordance with the principles **and values** herein stated.
- To ~~determine~~ the structure and function of the Joint Classification Appeal Panels and the training required for its members, conflict of interest guidelines and audit of Classification Joint Council decisions for consistency in plan application.

F. Training

Prior to being **authorized** to independently classify jobs, persons performing job evaluation duties will complete a training program established by the Classification Branch, Public Service Commission, subsequent to both theoretical examination and demonstrated practical Competence, inclusive **of** employment law, bias awareness, **equal pay** principles, and plan application to the satisfaction of the Classification Branch, Public Service Commission.

Such persons shall have the authority **to** ascertain the duties and responsibilities of any job within the bargaining unit and allocate it within the job evaluation plan.

G. Policies

Factors:

- The Notes **to** Raters are to be applied when evaluating jobs. Classification decisions established in violation of Notes to Raters are considered to be in error and shall be re-evaluated.
- Errors in application *of* factors are not precedent setting.
- No-one shall be authorized to decide the classification level of a job where that person **has** a vested interest in the outcome.
- Only persons approved by the Classification Branch of the Public Service Commission shall **be** authorized to sign off the classification **level of any job** within *the* plan.

Comparative Descriptions:

Comparative descriptions may **be** deleted from the plan, **added** to the plan, or modified through joint agreement and through joint **process** at any time.

- The ratings of comparative descriptions cannot be changed or adjusted, except by the Joint Plan Maintenance Committee.
- Comparative descriptions **are the only** allowable position comparisons for appeal hearings.

## SECTION "B"

### CLASSIFICATION JOINT COUNCIL

#### APPEAL HEARINGS

The following outline of roles, policies and procedures are for the purpose of ensuring the integrity of the job evaluation plan, the integrity of the information presented and to ensure clarity in roles, authorities and responsibilities of persons attending appeal hearings.

#### Right To Appeal

The PS/SGEU Bargaining Agreement states that permanent employees may appeal the classification decision resulting from a request for a classification review to a Joint Union-Management Appeal Panel, called Classification Joint Council.

#### Purpose Of The Appeal Hearing

To examine, substantiate, authenticate and adjudicate evidence as to whether appealed factor ratings are appropriate, relative to the full intent of the factor degree definitions,

#### Composition Of Panel

For the purpose of review of classification in the SGEU Class Plan, Classification Joint Council shall consist of 4 members, equally split between union and management. A quorum shall consist of three (3) members subject to the approval of the minority party (either the SGEU or PSC designate) and all occupations must be adjudicated by equal or better female representation. Appeal panel members shall be drawn from members who have completed training provided by the Joint Class Plan Maintenance Committee.

#### Role Of The Panel

1. To uphold the integrity of the job evaluation plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do not represent, nor advocate for management or the Public Service Commission and the union members do not represent, or advocate for the appellant.
2. To question evidence presented to determine if it meets the requirements in the Notes to Raters and the full intent of the degree definition within the factor.
3. Where necessary, to ensure that evidence presented is verified as legitimate duties and responsibilities of the job assignment.



4. **To examine evidence through comparison to CD ratings by ensuring the full CD content on the appealed factor** is examined in relation **to the** appealed duties **and** responsibilities and the full intent of the factors.

#### Role Of The Public Service Commission

1. The **Public Service Act** provides the Public Service Commission with the authority to develop, implement and maintain job evaluation plans.
2. The Act **obligates** the Chair of the Public Service Commission, or delegate (hereafter called a classification analyst) to ascertain the assigned duties and responsibilities of jobs and **allocate** all **jabs** to the job evaluation plan. Where no job descriptions have **been** submitted, the classification analyst has the authority to obtain the information and allocate jobs to the job evaluation plan.
3. The classification analyst is charged with the responsibility to ensure equitable judgements in the application of the plan, in order to ensure the plan's integrity. It is **the role** of the appeal panel to adjudicate the analyst's decision in this regard.
4. In this process, the analyst and the **panel** have the authority to obtain information through questioning and written documentation, and request substantiation of any statements.
5. At a formal appeal, the analyst is required to provide the **appeal** panel with written rationale **as** to the basis of the analyst's decision regarding the appealed factors. If additional evidence is provided at a hearing, the analyst and **the appeal panel** are charged with the responsibility to **ensure** such material **is** valid and, if necessary, substantiated and that it meets the requirements in the Notes to Raters and full intent of the factor degree.
6. **When** the appellant provides written rationale validated by management two (2) **weeks** in advance of the hearing, it is the responsibility of the analyst to determine *if* that rationale is sufficient justification for a higher level. If it is not, the analyst is to advise the appellant in **writing** why it is not, and **also** provide **the** rationale in writing to **the** appeal panel.

#### Role of the Appellant

1. To contact **his/her** own **witness(es)** to invite them to the hearing.
2. To advise the Secretary, Classification Joint Council, **who** will be attending the hearing as **witness(es)**.
3. To bring sufficient **copies of** any written evidence to the hearing *for* the panel and the classification analyst.
4. To have new information not provided in the JAF **signed** and authorized **as** legitimate duties or authority levels by the manager, so authorized **by** the permanent head.

5. To provide rationale as to **why his/her job** should be rated higher on a **factor** by presenting examples of job content that relate to the factor being appealed.
6. An appellant may appear alone, or with an advocate who can be another employee, or a designate of the union.

### Observers

Observers are not **appellants** at the specific hearing.

An individual may request permission to **observe** an **appeal** hearing from the Secretary, Classification Joint Council. The Secretary shall advise the appellant and if **the** appellant is uncomfortable with the **observer(s)**, the Secretary shall cancel the observers attendance at that meeting.

If an appellant is uncomfortable with the observer, **he/she** may request the Chair **excuse** the **observer**.

A maximum of two (2) observers may attend any one hearing.

Observers cannot participate in any **way** in any discussion.

No observers will be allowed to enter **once** a hearing **has** commenced.

Observers may **be** requested to leave the appeal if, in any way, their behaviour is inappropriate.

### Authority OF Classification Joint Council

To recommend confirmation of the factor rating, or a higher or lower rating, **based** upon the authorized job description **form**.

There shall **be no discussion by** appeal panel members with either party prior to **the** appeal hearing.

Only **the** appealed factors are subject to review.

Council shall consider only the duties and responsibilities of the position as of the effective **date** of the request **and shall** not take into consideration **subsequent** changes that have taken place.

**A** factor rating cannot **be** adjusted if the duties or responsibilities have been credited in another factor **as** this would represent **bias** due to double crediting.

Before **excusing** the analyst **and** the appellant, panel members shall refrain from making statements, **comments**, or personal opinions about what **level** jobs should be evaluated; nor enter into any debate about the meaning or interpretation of the factor.

### Witness' Function

Appellants, the analyst, or Joint Council may call witnesses, including the appellant's supervisor, or manager.

Witnesses may only answer questions for clarification of job content, or authority. They are not to present a case, nor express their opinion of the rating. Responses **are** to be individual, without interruption and addressed to the panel.

The questions must pertain to **facts** about which the witnesses have first-hand knowledge. If questions **are** asked which the witness(es) cannot answer **from** their own knowledge, they should decline to answer on that basis.

### Role and Selection of the Chair

The appeal panel shall select the Chair prior to calling the appellants, analyst, witnesses and **observers**, into the hearing room.

**The Chair will:**

Call appellants, **analysts**, witnesses and observers, into **the** hearing room.

Ensure everyone **is** introduced (name, representation).

**Read** the statement of the panel's role and authority.

Outline the procedures of **the** hearing.

Outline that the basis of the evaluation shall **be** the statement of duties, **examples** of work and the authority **level** assigned to the job.

The Chair has authority and shall excuse any person whose behaviour is inappropriate.

**The Chair must ensure** that the question period does not become a **discussion**. This is to be **question and** response, both without interruption.

The Chair shall ensure the hearing is run in an expeditious manner and has the authority to move the hearing along in the **event** that information is repetitious, or not relevant to the factor under **appeal**. The Chair must **focus** the presentation on information relevant to the factor under appeal and may **limit** the length of question and answer period on the factor and request that the panel take breaks after a certain length of time.

In the event that an **appeal** hearing is running longer than scheduled and the **appellants for the** next scheduled hearing are waiting, the Chair may stop **the** proceedings and indicate how long the wait might **be**.

## Procedures in the Appeal Hearing

### Preliminary

The Chairperson ensures that everyone is introduced, including observers and witnesses.

**The** Chairperson outlines the role, authority and procedures of the appeal hearing and the authority of the Classification Joint Council.

### Conflict of Interest by Classification Joint Council, or Joint Audit Committee Members

- Members of a Classification Joint Council or Joint Audit Committee must exempt themselves from a council, or committee prior to the hearing, where a conflict of interest **may** exist.
- Conflict of interest shall be **deemed** to exist where the council or committee member could gain, or could be **perceived** to gain from a decision, or is in a representational conflict of interest,
- Conflict of interest includes, but is not limited to, classification decisions on jobs:
- In their work unit;
- In their occupation, as defined by the Commission, if necessary;
- Of employees within the same facility;
- Encumbered by family members, or personal friends;
- For which they have declared a bias for, or against: and
- For which they are the elected, or acting steward, or the immediate supervisor.

### Rules of Evidence

All written evidence **must** be **made** available (to all parties) at the hearing.

**The** basis for **the** evaluation of **the** position are the duties and responsibilities, as evidenced by:

- The **duties** and responsibilities in the job description form, signed by the manager.
- Examples of work in the job description form.
- New, or additional information presented at a hearing in the form of job content or authority, or examples of **work performed**, The classification analyst **and/or** the panel may request verification by requesting **such** evidence be **signed** and authorized **as** legitimate **duties** or authority **levels**, by the permanent head, or designate.

In the **event** that **new** information presented at a hearing **has** not been confirmed by the manager, it may **be** considered in rendering the decision. However, no decision shall be released if **confirmation** is required until it is **received** in writing by **the** classification analyst.

**Words** copied from a factor definition **must** be substantiated **with examples** and are not **accepted** outright. Similarly, if **examples** are copied from CDs where the job is very different, the out-of-scope manager may be requested to verify that **such** duties are, in fact, performed.

In the event of manager-employee disagreement over job content due to new evidence presented at an appeal hearing, the appeal panel will render a **decision** based on the job content previously agreed by both the employee and manager. It is not the role of the panel to adjudicate disputes of job content,

Where there is a contradiction **between check boxes** and the rating assigned due to the examples provided in the job description form, **the** panel shall base its **decision on the examples**. In this regard, **the** supervisor's signature on the job description form **does** not constitute agreement with **the** level checked, but rather that the examples provided are legitimate examples of work performed. It is not the role of the appellants, nor the manager/supervisor to interpret the job evaluation plan. This is the role of the appeal panel.

#### Procedures of Classification Joint Council

The Secretary, Classification Joint Council, **shall** notify appellant(s), **the** analyst and **the** union regarding *date*, time and place of **the** sitting of the Classification Joint Council.

The **appellant** and analyst **shall** appear at **Council** sittings concurrently. Appellants **may** be supported by an advocate, who shall **be** a **fellow** employee, or an employee of the union.

An appellant, in absentia, **may** be represented before the Council by a nominee designated in **advance** by the appellant. **The** nominee, who shall be a fellow **employee**, may be accompanied by an advocate, as **above**.

All written evidence to **be** presented **must** be available to all parties at the hearing.

The appellant shall present the rationale for the first factor appealed, without interruption.

The classification analyst will present the brief on the first factor appealed, without interruption.

After presentation by both parties, a question period to clarify evidence presented **will** be allowed. Questions **may** be asked by any member of the Classification Joint Council, the appellant, or the analyst, as directed by and through the Chair,

Witness(es) may only be questioned regarding job content or authority of **which** they have first-hand knowledge. There is an expectation that the panel will determine **how** such witness(es) came to **have** first-hand knowledge.

An **opportunity** For a short summary rebuttal shall be provided to **the** analyst.

An opportunity for a short summary rebuttal shall then be provided to the appellant.

When an appellant has appealed more than one factor, the above process (articles d. through j.) shall be repeated for all factors appealed.

### Group Appeal

Procedures are in accordance with articles 1 and 2 of this policy.

The group will **identify its spokesperson**, or advocate to the Secretary, Classification Joint Council, prior to the hearing. In the event the group has appealed more than one factor, a different spokesperson for each factor will be allowed.

Only a single spokesperson shall be given rebuttal opportunity. Groups will be allowed a five (5) to ten (10) minute break, to allow input to the rebuttal.

### Deliberations

The Chairperson will **excuse** the analyst and appellant, witnesses and observers after presentations on all appealed factors.

If the Classification Joint Council requires additional information, it shall request the classification analyst to obtain it. Such information shall be **made** available to **the** appellant.

Classification Joint Council shall determine the appropriate rating by consensus and notify the Secretary, Classification Joint Council, providing rationale, on **the** form provided,

If a rating change is agreed to **by consensus**, the panel shall provide **the** Secretary, Classification Joint Council, with written rationale in the form of examples, which show how the **work** is consistent with the full content meaning and intent of **the** level definitions within the factors, factor definitions, Notes to Raters and comparative descriptions. (The analyst's brief is the rationale for unchanged **decisions**).

In **the** event that consensus is not achievable, the **panel** shall provide a report to the Joint Audit Committee, outlining the disagreement.

In comparing duties and responsibilities to CDs, Classification Joint Council shall consider the full content of the CD description for that factor. Comparison to jobs other than **the** CDs in **the** classification plan are not to be considered.

Moral or monetary issues are not to be considered.

Such rationale is subject to audit **by** members of the Joint Audit Committee. If audit shows the rating is in error, the job shall be re-evaluated by the Joint Audit Committee,

**No results are to be released by the panel members, except to the Secretary, Classification Joint Council.**

### Joint Audit Committee

The Joint Audit Committee shall consist of **one (1)** union and one (1) management representative from the Joint Maintenance Committee and, a Chair selected in rotation from an agreed-to list of **Chairs**,

The SGEU and **the** Commission shall **select** their own list of persons to function as their representatives **to** the Joint Audit Committee,

The selection of persons to act **as** Chair shall **be** in accordance with the collective agreement.

The Chair shall be brought in only where the Joint Audit Committee does not reach consensus.

The Secretary, Classification Joint Council, shall notify **the** Joint Audit Committee members of the date, **time** and place of **the** sitting of the Joint Audit Committee.

Prior to rendering a decision, the Joint Audit Committee **shall** consider:

- the analyst's brief;
- the appellants rationale and authorized job description, **as** at the **effective date** of the assignment;
- *the* Classification Joint Council's report
- Comparative Descriptions;
- the full intent of the degree definitions within the factors;
- Notes to Raters;
- and any new information they may request.

The Joint Audit Committee shall have the authority to confirm **the** rating of Classification Joint Council, in which **case** it may simply state its rationale **as** consistent with Classification Joint Council.

In the event the Joint Audit Committee changes the Classification Joint Council rating, the Joint Audit Committee **shall** provide written rationale to the Secretary, Classification Joint Council, consistent with the full content, meaning and intent of the **level** definitions within the factor, factor definitions and **Notes** to Raters.

The Joint Audit Committee may only render decisions on factors adjudicated by Classification Joint Council.

### Release of Decisions

No decision shall be released, except to The Secretary, Classification Joint Council, either verbally, or in writing. The Secretary, Classification Joint Council, **shall** release final decisions only **after** the appeal has been audited **by** the Joint **Audit** Committee.

Approved decisions of the Joint Audit Committee are final and binding on the incumbent **and** the parties to this agreement, Such decisions are also **final** and binding on subsequent incumbents, where there has been no change of duties and responsibilities.

### Training

The parties agree that no person shall act as Classification Joint Council, or Joint Audit Committee member without training, **as** deemed adequate by the parties.

### Records

**The** Commission shall keep a register of all **appeals**, showing **name** of appellant, **agency**, branch, occupation, date filed, date heard, **council** and committee decisions for two (2) years following date of decision.

### Payment of Members

The employer shall provide leave of absence with pay **to** union members on the Classification Joint Council and joint Audit **Committee**.

The Chairperson of the Joint Audit Committee, if in the employ of the government, shall **be** granted **leave** of absence with pay. If not in the employ of **the** government, the remuneration shall be equally shared by the parties.


The union shall be responsible for the travel and sustenance **expenses** of its representatives.

Continued....



**\*\*Previously Renewed/Revised February 26, 1999; October 12, 2001\*\***  
**\*\*Last Renewed/Revised February 25, 2005\*\***

Signed on behalf of the Saskatchewan  
Public Service Commission

  
\_\_\_\_\_  
Date: Feb 25/05

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

  
\_\_\_\_\_  
Chair, PS/GE Negotiating Committee

Date: Feb 25/05

  
\_\_\_\_\_  
Executive Director of Operations, SGEU

Date: Feb 26/05

**LETTER OF UNDERSTANDING#98-15**

**BETWEEN**

**SASKATCHEWAN PUBLIC SERVICE COMMISSION**

**AND**

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION**

**RE: EMPLOYEES WITH HOURS OF WORK DESIGNATIONS OTHER  
THAN THOSE LISTED IN APPENDIX B**

The **parties have** agreed that hours of work designations would not change as a result of implementation of the new classification plan.


Where **employees** are in an hours of work designation other than **those** shown in **the attached** Appendix B for their occupation, they will continue in that hours of work designation for the term of their appointment. When next filled, the appointment will have an hours of work designation in accordance with **the current** Appendix B.

If continuation of the existing hours of work designation is not desirable, the parties **may** mutually agree to adjust the hours of **work** designation of individual positions.

Continued.....

\*\*Previously Renewed/Revised February 28, 1999; October 12, 2001\*\*  
\*\*Last Renewed/Revised February 25, 2005\*\*


Signed on behalf of the Saskatchewan  
Public Service Commission

  
\_\_\_\_\_  
Date: Feb 25<sup>th</sup>/05

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

  
\_\_\_\_\_  
Chair, PSAGE Negotiating Committee

Date: Feb 25/05

  
\_\_\_\_\_  
Executive Director of Operations, SGEU

Date: Feb 25/05

**APPENDIX B**

**BASE AND ADDITIONAL HOURS OF WORK DESIGNATION(S) BY  
OCCUPATION**

**APPLICABLE TO ALL NEW APPOINTMENTS EFFECTIVE APRIL 1, 1999\***

<b>OCCUPATIONAL CODE</b>	<b>OCCUPATION</b>	<b>BASE HOURS OF WORK DESIGNATION</b>	<b>ADDITIONAL HOURS OF WORK DESIGNATION(S)</b>
CAE-	Awareness and Preventive Education-	Field 37 1/3	
CAG		Field 37 1/3	
CBC	<b>Business Consultant</b>	<b>Field 37 1/3</b>	
CCC	Coordinator, Colleges	Field 37 1/3	
CCD	Curriculum Development	Field 37 1/3	
	Community Program Consultant	Field 37 1/3	
CCR	Culture and Recreation	Field 37 1/3	
CDH	District Health Consultant	Field 37 1/3	
CEM	Emergency Measures	Field 37 1/3	
CEP	Epidemiologist	Field 37 1/3	
CES	Equipment Standards	Field 37 1/3	
CHS	Housing Services	Field-37 1/3	
CIC	Information Clerks (Tourist Booth)	Reg 37 1/3	Field 37 1/3 Off 36
CMA	Municipal Administration Advisor	Field 37 1/3	
CPA	Print Analyst	Off 36	Reg 36
CPE	Program Development and/or Evaluation	Field 37 1/3	
CPL	Policy and Legislation	Off 36	
CPM	Program Manager	Field 37 1/3	Off 36
CPR	Information Services Officer	Off 36	Field 37 1/3
CRM	Resource Management Consultant	Field 37 1/3	
CRO	Research / Policy	Off 36	Field 37 1/3

CSE	Superintendent of Education	Field 37 1/3	
FAC	Accounting Clerks	Off 36	Reg 36
FAT	Accountants	Off 36	Reg 36
FAU	Auditors	Field 37 1/3	Off 36
FCM	Co-op Management Advisors	Field 37 1/3	
FLL	Land Sales and Leasing	Field 37 1/3	
FLN	Land Negotiators (Highways)	Field 37 1/3	
FPG	Park Gate Workers	Reg 37 1/3	
FRA	Revenue Administrator	Field 37 1/3	Off 36
FRT	Revenue Officers	Field 37 1/3	Off 36
FTA	Tax Auditors	Field 37 1/3	Off 36
GAO	Airport Operator	Reg 37 1/3	
GBP	Base Pilot	Reg 37 1/3	
GCK	Cook	Reg 37 1/3	
GCS	Camp Safety Officer	Reg 37 1/3	Field 37 1/3
GFE	Fire Control Coordinator	Reg 37 1/3	
	Fire Fighter	Reg 37 1/3	
GFO	Ferry Operator	Reg 37 1/3	
GFT	Fire Tower (Watcher)	Reg 37 1/3	
GGW	Geological Warehouse	Off 36	Reg 36
GHM	Equipment Operations E (EO1) W (EO2) X (EO31) S (HMSupervisor)		
GIS	Institutional Service Worker	Reg 37 1/3	
GLA	Lab Assistant	Off 36	Reg 37 1/3
GMC	Material Checker	Reg 37 1/3	
GML	Manual Labour	Reg 37 1/3	Field 37 1/3
GNY	Nursery	Reg 37 1/3	
GPA	Pastures	Field 37 1/3	Reg 37 1/3
GPI	Pilots	Reg 37 1/3	
GPM	Park Maintenance (RMS)	Field 37 1/3	
GPR	Parks Recreation	Reg 37 1/3	
GRO	Radio Operator	Reg 37 1/3	
GTD	Transport Driver	Reg 37 1/3	
HCM	Case Manager Custody	Field 37 1/3	Reg 37 1/3

HCP	Child and Youth Protection	Field 37 1/3	Reg 37 1/3
HCS	Custody Support Worker	Reg 37 1/3	Field 37 1/3
HCW	Corrections	Reg 37 1/3	Field 37 1/3
HCY	Community Youth	Field 37 1/3	Reg 37 1/3
HFL	Family Law	Field 37 1/3	Reg 37 1/3
HFS	Family Support Workers	Field 37 1/3	Reg 37 1/3
HGA	Nurses Aide	Reg 37 1/3	
HIS	Income Security	Field 37 1/3	Reg 37 1/3
HIU	Integrated Workers	Field 37 1/3	Reg 37 1/3
HPG	Program Consultant	Field 37 1/3	Reg 37 1/3
HPY	Psychologist.	Field 37 1/3	
HRD	Resource Development	Field 37 1/3	Reg 37 1/3
HSL	Farm Stress Line	field 37 1/3	Reg 37 1/3
HTH	Therapist	Reg 37 1/3	Field 37 1/3
HVC	Victims Coordinator	Field 37 1/3	E 3 7 1 1 3
HVN	Verification	Field 37 1/3	Reg 37 1/3
HWN	Ward-Nurses	Reg 37 1/3	
ICI	Trades Instructor	Fid Instructional	
ICT1	Correspondence Teacher (4 year) (ICT1)	Fid Instructional	
ICT2	Correspondence Teacher (5 year) (ICT2)	Fid Instructional	
ICT3	Correspondence Teacher (6 year) (ICT3)	Fid Instructional	
IIA	Instructional Assistant	Fid Instructional	
ITT	Teacher Therapist (no supplement)	Fid Instructional	
ITT1	Teacher Therapist (4 year) (ITT1)	Fid Instructional	
ITT2	Teacher Therapist (5 year) (ITT2)	Fid Instructional	
ITT3	Teacher Therapist (6 year) (ITT3)	Fid Instructional	
PDP	Document Processing	Off 36	Reg 37 1/3
PHD	Help Desk		Reg 37 1/3
PLC	Laboratory Clerk		Reg 36
PMC	Medical Claims Assessor	Off 36	Reg 36
POM	Office Manager (A01/AOC)	Off 36	Reg 37 1/3
		Off 36	

PPA	Property Administration	Off 36	Reg 36
PPS	Printing Services Technician	Off 36	Reg 36
PSC	Secretarial	Off 36	Reg 37 1/3
PSK	Stockkeeper / Store Clerk	Reg 37 1/3	Off 36
PSS	Statistical Clerk	Off 36	Reg 36
RAT	Apprenticeship Consultant	Field 37 1/3	
RBI	Building Inspector	Field 37 1/3	
RBP	Boiler and Pressure Vessel	Field 37 1/3	
RCC	Chemical Compliance Investigator	Field 37 1/3	Off 36
RCO	Conservation Officer	Field 37 1/3	
RCT	Conservation Training	Field 37 1/3	
REA	Elevator & Amusement Ride Inspector	Field 37 1/3	
RFP	Fire Prevention	Field 37 1/3	Off 36
RFR	Forestry	Field 37 1/3	
RFT	Fire Training	Field 37 1/3	Off 36
RFW	Fish and Wildlife	Field 37 1/3	
RHT	Highway Traffic	Field 37 1/3	Off 36
RIN	Investigators	Field 37 1/3	Off 36
RJO	Judicial Officers	Off 36	Field 37 1/3
RLS	Labour Standards Officer	Field 37 1/3	
RLV	Livestock Inspection	Field 37 1/3	
RMI	Mines Inspection	Field 37 1/3	
ROH	Occupational Health	Field 37 1/3	
ROY	Occupational Hygiene	Field 37 1/3	
RPD	Petroleum Development	Field 37 1/3	Off 36
RPG	Petroleum & Natural Gas	Field 37 1/3	Off 36
RPI	Private Investigator Registrar	Field 37 1/3	Off 36
RPS	Park Security	Reg 37 1/3	
RTS	Technical Safety Inspection	Field 37 1/3	
SAR	Archivist	Off 36	Reg 36
SAT	Archival Technician	Off 36	Reg 36
SAV	Audio Video Technician	Off 36	Reg 36
SBA	Scientific Assistant	Field 37 1/3	
SCP	Community Planners	Field 37 1/3	Off 36

SCU	Curator	Field 37 1/3	Off 36
SDP	Draftsperson	Off 36	Reg 36
SEA	Engineering Assistant	Field 37 1/3	Off 36 Reg 37 1/3
SEC	Ecology	Field 37 1/3	
SET	Engineering Technician	Reg 37 1/3	Off 36
SFP	Facilities Planner	Field 37 1/3	
SFR	Forester	Field 37 1/3	
SFT	Forestry Technician	Field 37 1/3	
SGE	Geologist	Field 37 1/3	Off 36
SJI	Graphical Information Technologist	Off 36	Reg 36
SGP	Geophysicist	Field 37 1/3	
SHM	Highways Project Manager	Field 37 1/3	
SIB	Business Analyst (No programming)	Off 36	Reg 36
SIT	Information Technology Analyst	Off 36	Field 37 1/3
SLI	Library Technician	Off 36	Reg 37 1/3
SLP	Land Plans Examiner	Off 36	Reg 36
SLR	Librarian	Off 36	Reg 36
SLS	Lab Scientist	Off 36	Reg 37 1/3
SLT	Lab Technician	Off 36	Reg 37 1/3
SME	Medical Equipment	Field 37 1/3	Off 36
SMT	Museum Technician	Field 37 1/3	Off 36
SNW	Network Support	Off 36	Reg 37 1/3
SPA	Programmer Analyst (PL5)	Off 36	Field 37 1/3
SPH	Pharmacy	Off 36	Reg 36
SPI	Photo Interpreter	Off 36	Field 37 1/3
SPP	Park Planner	Field 37 1/3	
SPT	Community Planning Technician	Off 36	Reg 36
SRA	Radio Technician	Reg 37 1/3	
SRO	Research Officer	Off 36	Reg 36 Reg 37 1/3
SRT	Resource Technologist	Field 37 1/3	Off 36 Reg 36
SWD	Water Development Technologist	Field 37 1/3	
TAA	Trades Apprentice Heavy Duty Equipment Mechanic	Reg 37 1/3	
TAC	Trades Apprentice Carpenter	Reg 37 1/3	



TAE	Trades Apprentice Electrician	Reg 37 1/3	
<b>TAM</b>	Aircraft Mechanic (Engineer)	Reg 37 1/3	
<b>TAW</b>	Trades Apprentice <b>Welder</b>	Reg 37 1/3	
THE	Journey <b>Heavy</b> Equipment <b>Maintenance</b>	Reg 37 1/3	
<b>TJA</b>	<b>Journey Auto</b>	Reg 37 1/3	
	Journey Electrician	Reg 37 1/3	
	<b>Supervisory</b> Journey	Reg 37 1/3	
<b>TJW</b>	Journey <b>Welder</b>	Reg 37 1/3	
TPP	Power Plant Engineer	<b>Reg 37 1/3</b>	
TRT	Radio Technician	Reg 37 1/3	
<b>TSS</b>	<b>Shop</b> Supervisor	Reg 37 1/3	
<b>TTH</b>	<b>Trades Helper</b>	Reg 37 1/3	
TTP	Tradesperson	Reg 37 1/3	

\* Appointments prior to April 1, 1999 with hours of work designations other than those shown in this Appendix are covered by Letter of Understanding #98-15.

**LETTER OF UNDERSTANDING #00-9**  
**REHABILITATION PLACEMENT PROCESS**

This Letter of Understanding supercedes Letter of Understanding #157.

These processes apply to employees returning to work following a claim to Long Term Disability, Workers' Compensation, or Saskatchewan Government Insurance, which was adjudicated and accepted **by** the third party.

**A.           PHASE I AND PHASE II PROCESSES**

1. Phase I return to work describes the most effective, positive and desirable approaches to accomplish rehabilitation placements. It incorporates re-employment, **redeployment**, severance, normal retirement and career assistance. Phase I begins when the potential ~~to~~ return to work is first identified (i.e., often as a trial placement **and/or** graduated return to work basis) and ends ~~when~~ a successful placement **is** made, or ~~the~~ review of all options fails to identify a placement option. It is recognized ~~that~~ multiple trial placements **may be** required and that individuals will often still **be covered by** insurance programs during much of this Phase and may in fact return to full insurance **coverage**, if trial placements are not successful,
2. **Phase II** return to work describes **the** mandatory **processes** which apply when placement through **Phase I** return to work is not accomplished. It incorporates bumping and the salary guarantee provision.

**B.           FLEXIBILITY IN PLACEMENT PROCESS**

To allow greater flexibility in the placement of rehabilitation candidates, the following shall **apply**:

1. The Insurance Rehabilitation Counsellor, Public Service Commission and the department concerned may **agree** to an exemption from normal staffing provisions **for** individual positions required to make rehabilitation placement.
2. Permanent full-time employees may have **access** to permanent full-time, permanent part-time, labour service, or term **work**.
3. Permanent part-time employees may **have access** to *permanent* part-time, labour service, or term **work**.
4. Labour Service employees may have access to labour service work in the same or **different** Section within the department, labour service work in a **different Section** in a different department and permanent full-time, permanent part-time, or term work.

5. Term **employees have** first consideration for term work in their own department and **will** be returned to their term position if medically able and within the length of the term, or if the term has been extended.
6. In special circumstances, where a return to work is otherwise unlikely to occur, a rehabilitation placement, which constitutes a promotion **may be** arranged. The rehabilitation candidate must meet the core competency requirements for the vacant position and be medically able, subject to reasonable accommodation, to perform **the** duties.
7. Permanent employees on temporary assignment of higher duties or on leave **to** accept a term position at **the** time of disability, shall **access** options based on their permanent home position.

C. CAREER ASSISTANCE OPTIONS

In accordance with Article 24.2 B) 1. ii) of the Collective Agreement rehabilitation placement candidates may be provided with Career Assistance Options as per Article 19.6 of the Collective Agreement with the following modifications:

1. Career Assistance Options are applicable to Permanent Full-time, Permanent Part-time and Labour Service rehabilitation candidates,
2. The maximum value of Career Assistance for Permanent Part-time rehabilitation candidates shall be pro-rated. The pro-rating shall be **based** on the average proportion of full-time hours worked **aver the** one year period prior **to** the date of disability (or the period of employment if not **employed** for a full year).
3. Career Counselling and Job Placement.
  - May include functional, vocational, or psychological assessment.
4. Retraining Assistance may be formal training, or training-on-the-job.
  - Retraining **may** also be provided by the insurer while the employee is on claim.
  - To be flexible with this option, the insurer and department *may* cost-share retraining **costs**, on a case-by-case basis, if such an option will better ensure **the employee's** return to work. If the employee **is** not eligible for coverage through the insurer, the department may provide this option.

D. SEVERANCE PAY AND ENHANCED SEVERANCE

Except for term employees and employees on initial probation, severance pay and enhanced **severance**, in accordance with Article 15.14 and Article 19.6 A) 1. v) of the Collective Agreement, may be **accessed** at the employee's request at either phase of the Rehabilitation

Placement **Process**. Employees will be required to sign a release document, in addition to providing their resignation in order to access severance pay.

E. NORMAL RETIREMENT

Employees who are eligible to retire under the normal provisions of the Public Service Superannuation Plan, or **the** Public Employees Pension Plan shall **be** encouraged to obtain retirement counselling prior to exercising this option.

F. COMMENCEMENT OF PHASE II PROCESS

1. In accordance with Article 24.2 of the Collective Agreement, the following criteria must be met to commence the mandatory processes of **Phase II**:
  - i) The employee shall advise **the** employer that ~~he~~ is able to return to work, Medical verification, including documentation of medical restrictions, shall be provided to the employer indicating that the employee is able to return to work; and
  - ii) The PS/GE Chair or designate and the PSC Rehabilitation Coordinator, in consultation with **the** insurance plan rehabilitation counsellor, **agree** that **Phase I** processes have been exhausted. In exceptional circumstances when agreement cannot be **reached**, Phase II may **be** initiated by either party upon thirty (30) calendar **days** written notice being **served**.

G. NOTIFICATION

Application of Article 24.2 B) 1 i) of the Collective Agreement occurs on movement to Phase II, When **Phase II** is initiated the Permanent Head will **be** notified, in writing, that the four month salary guarantee waiting period has commenced,

H. EXCLUSION FROM PHASE II PROCESS

2. Employees on initial probation and term employees will **not be** included *in* **Phase II**.

I. SALARY GUARANTEE WAITING PERIOD

1. When **a** work placement is found, accumulation of time toward the salary guarantee will be stopped. Accumulation of time toward the salary guarantee will recommence when the work placement ends.
2. **For Labour Service employees, the** accumulation of time toward **the** salary guarantee ceases during the seasonal **layoff** period. Accumulation of time toward the salary **guarantee** will recommence on recall,

- For labour service employees on seasonal layoff, other placement options in other labour service Sections or agencies, and permanent full-time/permanent part-time options will still be explored.

J. **SALARY GUARANTEE**

1. For employees who were **working less than full-time** prior to disability, the salary guarantee shall be prorated. The prorating shall be based on the average proportion of full-time hours worked over the one year period prior to disability (or the period of employment if not employed for a full year).
2. If medical requirements restrict the hours that an **employee is** able to work, the salary guarantee shall be prorated based on the proportion of full-time hours the employee is medically able to work.
3. For labour service employees, **the salary guarantee shall be paid only for the normal season** of employment.
4. The salary guarantee shall be reduced by disability income received **from the SGEU LTD Plan** or government programs (e.g. Canada Pension Plan, Workers' Compensation, Saskatchewan Government Insurance).
5. i) If a rehabilitation candidate obtains employment outside of executive government or generates self-employment income, which did **not** exist prior **to the** date of disability or has been expanded since the date of disability, the amount of the salary guarantee shall be reduced. The salary guarantee shall be **reduced** as follows:

The salary guarantee **shall be reduced by an amount equal to the same** percentage of employment or self-employment earnings that those earnings are in relation to pre-disability earnings, up to a maximum reduction of 100% of employment or self-employment earnings.

**Example**

Pre-Disability Income	\$2000.00	\$2000.00
Employment/Self-Employment income	\$200.00	\$1800.00
Employment/Self-Employment Income as Percentage of Pre-Disability Income	10%	90%
Reduction in Salary Guarantee as Percentage of Employment/Self-Employment Income	10%	90%
Dollar Amount Reduction in Salary Guarantee	\$20.00	\$1620.00

- ii) If such earnings result in the salary guarantee being reduced to zero, the salary guarantee shall **end** and the employee **may** choose options **in** accordance with R19.6.1.2 D) of the attached Appendix A.

- iii) To remain eligible for the **salary** guarantee, rehabilitation candidates will be required **to** provide proof of **the** amount of employment or self-employment income.

K. EMPLOYEE'S RIGHT TO SALARY GUARANTEE ENDS

1. An employee's right to salary guarantee in accordance with Article **24.26)** of the Collective Agreement ends when:
  - i) a permanent position is **accepted**,
  - ii) a permanent position, which meets medical restrictions and **constitutes** not less than **70%** of pre-disability income is offered (based on permanent home position salary),
  - iii) an employee is re-employed at **the maximum** salary level **and/or** hours that their medical restrictions allow,
  - iv) an employee who, within five (5) working days of being notified by the employer in writing that the bumping process has commenced, **fails** to indicate his intent to bump, or elects not to bump, or
  - v) earnings from employment outside of government or self-employment earnings result in the salary guarantee being reduced to zero (**see** J 5 above).
2. Bumping options **shall be** based on documented medical restrictions. If a rehabilitation candidate **chooses** to place his name on the re-employment list and chooses to **place** additional restrictions using Article 6.1.8, he will **be** ineligible for the salary guarantee provisions in **Article 24.2B)** of the Collective Agreement.

L. REHABILITATION BUMPING PROVISIONS

Provisions applicable to rehabilitation placement bumping **are** attached as Appendix **A**.

M. HUMAN RESOURCE MANUAL

Detailed **process** and procedures for Rehabilitation Placement Processes shall be **developed by** the Joint Rehabilitation Committee and following review by the parties, published in the government's Human Resource Manual.

This Letter of Understanding shall become effective the date of signing **by** both parties **and shall** remain in force and effect, unless ninety (90) **calendar** days written **notice** is given to amend the Letter, by **either** party. If notice is provided Article 24.2C) shall **apply**. Extensions to the **notice** period, if recommended by the Joint Rehabilitation Committee shall be **allowed**,

Continued.....

**\*\*Previously Renewed/Revised April 20, 2000; October 12, 2001\*\***  
**\*\*Last Renewed/Revised February 25, 2005\*\***

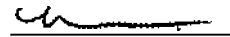
Signed on behalf of the Saskatchewan  
Public Service Commission

Date:

Director of Human Resources  
Government & General Employees' Union

  
Chair, PS/GE Negotiating Committee

Date: 8/27/05

  
Executive Director of Operations, SGEU

Date: Feb 25/05

## APPENDIX A

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NOTE: For purposes of review **the** Following rehabilitation bumping articles **are** numbered **to** correspond with the position abolishment articles of the PSGE collective agreement.

### R19.6 Rehabilitation Bumping Provisions

#### R19.6.1.1 Initiation of Bumping Process for Rehabilitation

**The** bumping process for rehabilitation **shall** begin **when** Phase II process commences in accordance with Article F of Letter of Understanding 00-9.

#### R19.6.1.2 Notice to Exercise Bumping Rights

- A) The primary focus in identifying bumping options is within the employee's home department.
- B) As closely as possible, bumping is intended to maintain an employee's salary rate and classification level, location, duties and responsibilities, subject to the employee's medical restrictions and incorporating reasonable duty to accommodate.
- C) An employee who intends to exercise his bumping rights shall indicate his intention in writing within five (5) working days of being notified by the employer in writing that the bumping process has commenced. Permanent full-time employees shall provide notice to the Commission and Permanent Part-time and **Permanent** Labour Service employees shall provide notice to his designated Department official. The designated department official will act in consultation with the Public Service Commission.
- D) A permanent employee (permanent full-time, permanent part-time or permanent labour service) who, within the **five** working days, fails to indicate intent to bump or elects not to bump, shall **choose**:
  - 1. **to go** on the appropriate re-employment lists in accordance with **19.7.1.8** of the Collective Agreement:
  - 2. to retire, if eligible;
  - 3. to resign and receive severance;
  - 4. **access** career assistance options;
  - 5. go on indefinite leave of absence without pay at the conclusion of which an employee **may** elect to:
    - a) resign with severance; or
    - b) retire, if eligible: or
    - c) go on lay-off and exercise re-employment rights.

Article 24.2.B.1.i of the **Collective** Agreement (salary guarantee) **will** no longer apply.



**R19.6.1.3 Bumping Time Frame and Salary Continuance**

Any permanent employee (permanent full-time, permanent part-time or permanent labour service) **who** fails to retain employment through the bumping process 4 months after **Phase II** has been initiated, shall be paid **by** the home department at their previous salary **rate** and hours, in **accordance** with articles J and K of Letter of Understanding 00-9.

**R19.6.1.4 Acceptance of an Offer of a Position**

- A) An employee will have three (3) working days, not including the date of **offer**, to consider the formal offer of **a** position made as a result of exercising his **bumping** rights. If the employee **does** not accept the offer of the position within the three (3) working days, he will be deemed to have declined the **offer**.
- B) For Permanent Full-Time **and** Labour Service employees, the following shall apply:
  - 1. If an employee **does** not accept an offer of a position, in the mandatory stage of bumping, they will be **deemed** to have resigned and, upon exit, will **receive** severance **pay** or can access retirement programs currently in **place** or career assistance.
  - 2. If an employee does not accept an **offer** at the optional stage, he will be placed on the re-employment list, or **may** resign and, upon exit, receive severance **pay** or can access retirement programs currently in place or career assistance. The salary guarantee provisions of Article 24.2.B.1.i of the Collective Agreement shall not apply.
- C) For Permanent Part-time employees, the following shall apply:
  - 1. If an employee declines an offer of a position in his **own** occupation, classification **level and** work unit, **he will be** deemed to have resigned and, upon exit, will **receive** severance pay or can **access** normal retirement provisions or career assistance.
  - 2. If an employee declines an offer of a position in a lower classification **level** within his work unit or seniority unit, he will **be** placed on the re-employment list, or **may** resign and, upon exit, **receive severance** pay or can **access** normal retirement provisions or career assistance. The salary guarantee provisions of Article 24.2.B.1.i of the Collective Agreement shall not apply.

#### R19.6.1.7 Time to Adjust in New Position

A permanent employee returning from an adjudicated claim and *who* assumes a **new** position through the bumping provisions, shall **be** allowed the minimum of the probationary period for that occupation to familiarize himself with the **new** duties.

If during the familiarization period, the parties determine that the bump **was** inappropriate options will **be** reviewed with the employee and Employer to resolve the issue with the **last resort** being a return to **the** bumping process to determine a more appropriate bump.

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### PERMANENT FULL-TIME EMPLOYEES

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#### R19.6.2.2 Bumping Order

- A) The Chair shall determine the occupations and positions to which an employee is qualified to bump, subject to medical restrictions and incorporating the duty to accommodate. Upon written request, the Commission shall supply written rationale for its decision.
- 8) Bumping rights shall be exercised in the following **order** within the mandatory and optional stages of the process:
  - First: A permanent full-time position designated by the Chair as vacant and which meets the employee's medical restrictions;
  - Second: a permanent part-time or term **employee** encumbering a vacant permanent full-time position which meets the employee's medical restrictions;
  - Third: An employee on initial probation, with the least service, in a permanent full-time position which meets the employee's medical restrictions;
  - Fourth: The permanent full-time employee with the least total seniority, in a position which meets the employee's medical restrictions.

#### R19.6.2.3 Mandatory Bumping Stage

First, in the employee's own occupation at the same classification level, own agency and own locality, which meets the employee's medical restrictions and incorporates the duty to accommodate. If this does **not** provide an option for the employee, proceed to **the** optional stage.

#### R19.6.2.4 Optional Bumping Stage

- A) An employee accessing the optional stages of the bumping **process** shall be offered, if available, a choice of (2) bumping options:

##### Location Preference

In order **to** maintain an employee's location, an **employee** will be offered the first available bumping option the Chair has determined the employee to be qualified for, which **meets** the employee's medical restrictions and incorporates the duty to accommodate. The bumping option will be offered in the following order:

1. to bump within their own locality:
  - i) laterally, in their own agency;
  - ii) downward in their own **agency**, at a salary which represents not less than 70% of the pre-disability income level at range maximum or the maximum salary level the employee is able to perform (usually situations of restricted hours of work), if lower than 70%, based on medical restrictions;
  - iii) laterally, in another agency;
  - iv) downward, in another **agency**, at a salary which represents not **less** than 70% of the pre-disability income level at range maximum or the maximum salary level the employee **is** able to perform (usually situations of restricted hours of work), if lower than 70%, **based** on medical restrictions;
  - v) downward, in any agency. If there is a **tie** (in classification level), the position **in** the employee's home agency will **be** utilized.
2. to bump in another locality:
  - i) laterally, in their own agency;
  - ii) downward in their own agency, at a salary which represents not **less** than 70% of the pre-disability income level **at** range maximum or the maximum **salary** level the employee is able to perform (usually Situations of restricted hours of work), if lower than 70%, **based** on medical restrictions;
  - iii) laterally, in another agency;
  - iv) downward, in another agency, at a salary which represents not less than 70% of the pre-disability level at range maximum or the maximum salary level the **employee is able to perform** (usually situations of restricted hours of work), if

- lower than 70%, based on medical restrictions:
- v) downward, in any agency. If there is a tie (in classification level), the position in the employee's home agency will be utilized.

### **Salary Preference**

In order to maintain an employee's salary as **closely as possible**, an **employee** will be offered the first available bumping option the Chair has determined the **employee** to be qualified for, which **meets** the employee's medical restrictions and incorporates the **duty** to accommodate. The bumping option will be offered in the following order:

1. to bump laterally:
  - i) in their own **agency**, in their own locality;
  - ii) in their own agency, in another locality.
2. to bump laterally:
  - i) in another agency, in own locality;
  - ii) in another agency, in another locality.
3. to bump downward:
  - i) in their own agency, in their own locality, at a salary which represents not less than 70% of the pre-disability level at range maximum or the maximum salary level the **employee is able** to perform (usually situations of restricted hours of work), if lower than 70%, based on medical restrictions;
  - ii) in their **own agency**, in another locality, at a salary which represents not less than 70% of the pre-disability level at range maximum or the maximum salary level the employee **is able** to perform (**usually** situations of restricted hours of work), if lower than 70%, based on medical restrictions;
  - iii) another **agency**, own locality, at a salary which represents not less than 70% of the pre-disability level at range maximum or the maximum salary level the **employee is able** to perform (usually situations of restricted hours of work), if lower than 70%, based on medical restrictions;
  - iv) another **agency**, in another locality, at a salary which represents not less than 70% of the pre-disability level at range maximum or the maximum salary level the employee **is able** to perform (**usually** situations of restricted hours of work), if lower than 70%, based on medical restrictions;

- v) any agency, any location, any salary, If there is a tie (in classification level), the position in the employee's **home agency** will be utilized.

#### R19.6.2.5 Employee Not Offered a Position

If an **employee** is not offered a position through the bumping process Article 24.2.B.1.i) of the Collective Agreement **takes** effect.

#### R19.6.2.6 Into Labour Service Position

A permanent full-time employee who **formerly held** permanent status within Labour Service, will **be** entitled to use their combined seniority **to** bump back into an occupation within their former agency in Labour Service in which they last **held** permanent status.

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### LABOUR SERVICE EMPLOYEES

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#### R19.6.3.2/3.3 Bumping Order – Mandatory Stage

A permanent employee shall bump within his own agency, in his own occupation, at the **same level**, in his own locality, subject **to** medical restrictions and incorporating the duty to accommodate. If this **does** not provide an option for **the** employee, proceed to the optional stage.

#### R19.6.3.4 Optional Stage

A permanent employee accessing the optional stage of the bumping process will be offered a bumping option in both of the following preferences, if available:

##### Location Preference

In order to maintain **an** employee's location, an employee will be offered **the** first available bumping option the Chair **has** determined the employee to be qualified for, which meet the **employee's** medical restrictions and incorporates the duty to accommodate. The bumping option will be offered in the following order:

1. To bump within his own locality:

##### Laterally:

- i) laterally, in his own seniority unit;
- ii) laterally, own department, across Sections.

Downward:

- i) downward, own seniority unit, at a **salary** which represents **no less** than 70% of the pre-disability income at range maximum or the maximum **salary level** *the employee is able to perform* (usually situations of restricted hours of work), if **lower than 70%**, based on medical restrictions;
- ii) own department, across sections, at a salary which represents **up to 70%** of the pre-disability level at **range maximum** or **the maximum salary level** *the employee is able to perform* (**usually** situations of restricted hours of work), if lower than 70%, based on medical restrictions;
- iii) downward, any seniority unit, **any agency**. If **there is a tie** (in classification level), the position in the employee's home **agency** will be utilized.

#### Salary Preference

In order to maintain the **employee's salary as closely** as possible, the employee will be offered the first available bumping option the Chair has determined the **employee** to be qualified for, which meet the employee's medical restrictions and incorporates the duty to accommodate. The bumping option will be offered in the following order:

1. Laterally:
  - i) **same** occupation and classification **level**, own seniority unit;
  - ii) **same** occupation and classification level, another **seniority** unit within own agency;
  - iii) same **classification**, another occupation, own seniority unit;
  - iv) same **classification**, another occupation, another seniority unit, within own agency.
2. Downward:
  - i) **own** seniority unit, another locality, at a salary which represents no less than 70% of the pre-disability level at range maximum or the maximum salary level the employee is able to perform (usually situations of restricted hours of **work**), if lower than 70%, based on medical restrictions;
  - ii) another seniority unit, own **agency**, another locality, at a salary which **represents** up to 70% of the pre-disability **level** at range maximum or the maximum salary **level** *the employee is able to perform* (usually situations of restricted hours of **work**), if lower than 70%, **based** on medical restrictions;

- iii) downward, any seniority unit, any agency. If there is a tie (in classification level), the position in the employee's home agency will be utilized.

#### Employee Not Offered a Position

If the **employee** is not offered a position through the bumping process Article 24.2.B.1. i) of the Collective Agreement **takes effect**.

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### PERMANENT PART-TIME EMPLOYEES

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#### R19.6.4.2 Bumping Order

- A) The Permanent Head shall determine the occupations and permanent part-time positions to which an employee is qualified to bump, **subject** to medical restrictions and incorporating the duty to accommodate, Bumping shall **be** exercised first within the employee's own work unit. If the employee is **not** offered a position in their work unit, **then** bumping **rights** may **be** exercised within the seniority unit.
- B) Bumping shall **be** exercised in the following order, subject to medical restrictions:
  - First** To bump in the employee's own occupation and classification **level**;
  - Second:** To bump other occupations in the **same** classification **level** which they have been deemed qualified for;
  - Third:** To bump downward in other occupations they have been deemed qualified for;
  - Fourth:** If the employee is *not* offered a position in their work unit, they may proceed to bump within their seniority unit,

#### Employee Not Offered a Position

If an employee is not offered a position through the bumping process Article 24.2.B.1.i) of the Collective Agreement **takes effect**.

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### TERM EMPLOYEES

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- R19.6.5 **Term** employees have no bumping rights. Permanent **employees** on leave of absence to work *in* term positions shall **revert** to their **home** positions if bumping rights are to be **exercised**.

**LETTER OF UNDERSTANDING #01-19**  
**BETWEEN**  
**SASKATCHEWAN PUBLIC SERVICE COMMISSION**  
**AND**  
**SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION**

**RE: Article 17.4.1 C) Reporting Sickness**

It is agreed between the parties to set aside the present Article 17.4.1 C) of the Collective Bargaining Agreement, **and** replace with the following:

- C) All employees shall be eligible for sick **leave** benefits if they indicate they are unfit for work due to sickness after they are *scheduled* to report for work, or anytime prior to the commencement of **the** *scheduled* shift, provided they have accumulated sick leave credits. This would not include shifts which would represent an overtime situation.

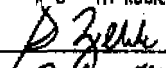
This letter will be in effect for the term of the PS/GE Collective Bargaining Agreement.

Continued,...



**\*\*Previously Renewed/Revised February 26, 1999; October 12, 2001\*\***  
**\*\*Last Renewed/Revised February 26, 2005\*\***


Signed on behalf of Saskatchewan  
Public Service Commission

  
\_\_\_\_\_  
Date: Feb 25/05

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

  
\_\_\_\_\_  
Chair, PS&GE Negotiating Committee

Date: Feb 25/05

  
\_\_\_\_\_  
Executive Director of Operations, SGEU

Date: Feb 26/05

**LETTER OF UNDERSTANDING**  
**05-5**  
**EXPEDITED THIRD PARTY PROCESS**  
**(PILOT PROJECT)– STAFFING GRIEVANCES**

The parties are in agreement to commence a pilot project for the term of the collective agreement to utilize an expedited dispute resolution process for new grievances **related to the** staffing of permanent full time positions. Grievances filed before the signing of this agreement may be included in this pilot by mutual agreement between the parties.

A grievance related to the staffing of a permanent full time position which has advanced to **the Step 3** of the grievance process *may* also proceed to the expedited third party **process** outlined below by mutual agreement between the parties.

The parties **have** named the following arbitrators to hear these matters during this pilot period:

- Robert Pelton
- William Campbell

Amendments **to** this list of names may be made by mutual agreement during **the** term of this Letter **of Understanding**.

The parties will jointly orient **the** arbitrators to the Collective Agreement provisions related **to** permanent full time staffing; the staffing processes and the expedited dispute resolution process outlined herein. This orientation will take place within three months of signing the Letter of Understanding.

**The** arbitrator shall not have the authority **to** add to, subtract from, or amend any of the provisions of the collective agreement.

The parties will **equally** share the costs of the arbitrator/adjudicator. The employer shall **grant** leave **with pay** to one (1) grievor for Arbitration.

The parties will agree to work cooperatively to schedule these arbitrations as expeditiously as possible.

Expedited Arbitration

- Representatives:

Union: **Staff** Representative or Elected Official

Employer: *Labour Relations Consultant* or Staffing Representative

No legal counsel will be **used by** either **party**.

- Documents to **be** tabled with the Arbitrator
  - Collective Bargaining Agreement;
  - Grievance statement and replies;
  - Agreed statement of facts;
  - Any **cases** that the parties intend to rely on (a maximum of five from each);
  - A brief statement (one **page** each) of each party's position **and** argument;
  - Possibly flowing from the above, an agreed statement **as to the exact** difference the parties want decided.
  
- Maximum time to hear each case to **be** one day. **The** parties **will** endeavour to abide by this time limit; extension may occur **by** mutual agreement.
  
- Parties must discuss evidence prior to the hearing in order to expedite the hearing.
  
- Procedure guidelines:
  - Documents to be tabled.
  - Brief opening statement by each of the parties.
  - Witnesses (maximum four **per** party) examined; cross examined and questioned by the arbitrator.
  - General rules of evidence are not strictly applied, **except** rules of "onus",
  - Final argument.
  - Written decision of the arbitrator to **be** rendered within **five** working days of the hearing. The decision of the arbitrator shall **be** final and binding on the parties but shall not be precedent setting for either party in respect of any other grievance process.
  - The Arbitrator **may** attempt mediation at any time throughout the proceedings if the parties agree.

The parties **agree** that this pilot project shall **be** evaluated at the conclusion of the term of the collective agreement.

The **term** of this Letter of Understanding shall be from the date of signing to September 30, 2006 unless either party gives 30 calendar days notice to terminate this agreement.

Continued.. . .

Signed on behalf of the Saskatchewan  
Public Service Commission

*[Signature]*  
Date: *Feb 25<sup>th</sup> / 05*

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

*[Signature]*  
Chair, PS/GE Negotiating Committee  
Date: *Feb 25 / 05*

*[Signature]*  
Executive Director of Operations, SGEU  
Date: *Feb 25/05*

## SGEU LONG TERM DISABILITY PLAN FACT SHEET

### Application Procedure:

- Application packages are available from any SGEU office.
- Completed application must be sent to the union head office at 1440 Broadway Avenue, Regina, S4P 1E2, within 60 days of disability occurrence.
- Applicant is **responsible** for the payment of any expenses involved in having the Initial disability claim form completed by a doctor.

### Contact:

- SGEU Long Term Disability Plan, 1440 Broadway Avenue, Regina, Sask., S4P 1E2.
- Telephone: 522-8571 ext. 213 or 1-800-667-5221 ext. 213 (Regina),
- Telephone: 652-1811 or 1-800-667-9791 (Saskatoon).
- Telephone: 764-5201 or 1-800-667-9355 (Prince Albert).
- Your local steward.

## SGEU PORTAPLAN LIFE INSURANCE

- Voluntary **plan** which **offers** low cost **term** life insurance, accidental death and dismemberment, and dependent life insurance to union **members**, spouses and **dependent** children.
- Members who **participate** in this Plan may continue **their** coverage if they change employers or retire, **simply** by maintaining **associate** membership in the union, at a nominal cost.
- Guarantee Issue Benefit during the period May 1 to July 31, each year, new **members** are eligible to apply for one **unit** of \$20,000 **term** life without a statement of health.
- **Term** Life Insurance – **members** and spouses under age **65 up to 25** units of \$20,000.
- Accidental Death **and** Dismemberment Insurance **25** units of \$20,000 providing it does not exceed the **Term Life amount**.
- Young Adult Security Insurance– **25** units of \$20,000 at any time **up** to age 25.

For further information on the Portaplan, contact:

Saskatchewan Government and General Employees' Union  
Portaplan Administrator  
1440 Broadway Avenue  
Regina, Saskatchewan  
S4P 1E2  
Telephone: 522-8571 (Regina)  
1-800-667-5221

## SGEU INFORMATION

### SGEU PS/GE Negotiating Committee

Chairperson: Barry Nowosolsky - Human Services Component  
1st Vice Chairperson Steve Lane - Vehicle and Equipment Operations Component  
2nd Vice-Chairperson: Shelley Johnson - Legal, Inspection and Regulatory Component  
Members: Jo Anne Belesky - Support Services Component  
Blaine Braaten - Trades and Technical Component  
Landis Sather - Administration and Communications Component

To contact members of the PS/GE Negotiating Committee call **522-8571** or **1-800-667-5221**, ext. 206.

### To contact the Union

Union officials are located as follows:

Provincial Office                   **1440** Broadway Avenue  
                                              **Regina S4P 1E2**  
                                              Telephone: **522-8571** (Regina)  
                                              **1-800-667-5221 (Toll Free)**  
                                              **FAX: 352-1969**  
                                              e-mail (general): [general@sgeu.gov.sk.ca](mailto:general@sgeu.gov.sk.ca)  
                                              SGEU website: [www.sgeu.org](http://www.sgeu.org)

Saskatoon Office                   **1114 - 22nd Street West**  
                                              Saskatoon S7M 0S5  
                                              **Telephone: 652-1811**  
                                              **1-800-667-9791 (Toll Free)**  
                                              **FAX: 664-7134**

Prince Albert Office **33 Eleventh Street West**  
                                              Prince Albert S6V 3A8  
                                              Telephone: 764-5201  
                                              **1-800-667-9355 (Toll Free)**  
                                              **FAX: 763-4763**

If a violation of this contract comes to your attention, or you encounter a workplace problem, please contact the Steward in your area for appropriate action. Stewards who need assistance should contact one of the above offices.

Please contact your **Steward first**.

## PEBA INFORMATION FOR PS/GE COLLECTIVE AGREEMENT BOOKLET

The Public Employees Benefits Agency (PEBA) is a central body created to administer pension and benefit programs for employees of the Executive Government, Crown Corporations, and Government Funded Bodies.

Employees belonging to the Saskatchewan Government and General Employees' Union, PS/GE Bargaining Unit, participate in the following pension and benefit programs administered by PEBA:

Public Employees Pension Plan	Defined contribution (money purchase) pension plan created in 1977. Contributions and investment returns accumulate in a member's account to provide retirement income through the purchase of a retirement income vehicle (i.e. a Life Annuity, Locked-in Retirement Income Fund, or a Life Income Fund).
Public Service Superannuation Plan	Defined benefit pension plan created in 1927 and closed to new members in 1977. Pension income is determined by a formula based on salary and years of service.
Public Employees Dental Plan	A benefit plan that provides dental coverage for employees and members of their immediate families.
Extended Health Care Plan	A benefit plan that provides extended health coverage (prescription, eyeglasses, etc.) for employees and members of their immediate families.
Group Life Insurance Plan	A life insurance plan that provides basic and optional life insurance coverage at group rates for employees and members of their immediate families.
Deferred Salary Leave Plan	An option provided to employees whereby they may defer a portion of their salary to fund a leave of absence in the future.

For more information about your pension and benefit programs, contact:

Program	Inquiries	Address
<p><b>Public Employees Pension Plan</b></p>	<p><b>Phone: 787-5442 (in Regina) or Toll-free: 1-877-275-7377 Fax: (306) 787-0244 Email: <a href="mailto:pepp@peba.gov.sk.ca">pepp@peba.gov.sk.ca</a> Pension Connection: 787-9802 (in Regina) or Toll-free: 1-877-535-7377</b></p>	
<p><b>Public Service Superannuation Plan</b></p>	<p><b>Phone: (306)787-3988 Fax: (306)787-0244 Email: <a href="mailto:pssp@peba.gov.sk.ca">pssp@peba.gov.sk.ca</a></b></p>	<p><b>10th Floor, 1801 Hamilton St. Regina, SK S4P 4B4</b></p>
<p><b>Public Employees Dental Plan Deferred Salary Leave Plan Group Life Insurance Plan Extended Health Care Plan</b></p>	<p><b>Phone: (306) 787-3440 Fax: (306) 787-0244 Email: <a href="mailto:benefits@peba.gov.sk.ca">benefits@peba.gov.sk.ca</a></b></p>	<p>Website: <a href="http://www.peba.gov.sk.ca">www.peba.gov.sk.ca</a></p>



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