
PS/GE

Collective Bargaining
Agreement

between

**The Government of
Saskatchewan**

and

**Saskatchewan
Government and
General Employees'
Union**

October 1, **2012** to
September 30, **2016**



"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 67 years. It is fitting that as we enter the 68th 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 to overcome 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


President, SGEU

Date: June 24, 2013

ARTICLES OF AN AGREEMENT made in duplicate this 24th day of June, 2013.

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 ministries, boards and commissions of the Government, as of the date of, and designated by Order of the Labour Relations Board, No. 119-05, 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

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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 Ministry, 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.

For all employees, except Field, 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) 'Equivalent to Probation'
means completion of the same period of time that permanent employees serve for initial probation;
- O) '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.
- P) 'Government'
means Her Majesty the Queen, in the Right of the Province of Saskatchewan;
- Q) 'Local Level'
means the local representative of the union (Steward or Chief Steward) and the employer (out-of-scope manager);
- R) 'Occupation'
means a group of jobs where the nature and type of work is essentially the same;
- S) 'Parties'
means the PS/GE Negotiating Committee and the Public Service Commission;
- T) '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;
- U) 'Permanent Head'
means a Deputy Minister, or other official in charge of a ministry or agency, who is directly responsible to a member of the Executive Council or designate;
 - V) 'Probationary Employee'
means an employee in a permanent position on initial probation;
 - W) 'Promotion'
means a change of employment from one position to another position that has a higher maximum hourly rate of pay;
 - X) 'Reallocation'
means reallocating a position's designation in the classification plan, if based on the duties and responsibilities, the original designation was inaccurate;
 - Y) 'Reclassification'
means the assignment of a different classification level where changes of duties and responsibilities have occurred;
 - Z) '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.
 - AA) 'Seniority Unit – Permanent Part-Time and Term Employees'
means the employee's ministry and geographical location;
 - BB) 'Seniority Unit - Labour Service Employees'
means as defined within each Labour Service Section;
 - CC) 'Service wide'
means within the scope of this agreement;
 - DD) 'Shift'
means the scheduled hours of work of an employee on any one day;
 - EE) '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;

- FF) '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;
- GG) 'Transfer'
means a movement of an employee from one position to another position that has the same maximum hourly rate of pay;
- HH) 'Union'
means the PS/GE Bargaining Unit of the Saskatchewan Government and General Employees' Union (SGEU);
- II) 'Work Unit – Permanent Full-Time, Permanent Part-Time and Term Employees'
means the employee's ministry 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 ministries, boards, commissions and other agencies as indicated below and as amended by agreement of the parties:

A) LIST OF AGENCIES

Vote Ministry/Agency

- 037 Advanced Education
- 001 Agriculture
- 510 Apprenticeship and Trade Certification Commission
Automobile Injury Appeal Commission
- 013 **Central Services**
- 076 Children's Advocate Office
- 023 **Economy**
- 005 Education
- eHealth**
- 026 Environment
- 010 Executive Council
Farmland Security Board
- 018 Finance
Financial and Consumer Affairs Authority

030 Government Relations
 032 Health
 016 Highways and Infrastructure
 530 Innovation Saskatchewan
 003 Justice
020 Labour Relations and Workplace Safety
 Labour Relations Board
 553 **Milk Marketing Board**
 080 Office of the Provincial Secretary
 Oil & Gas Conservation Board
 056 Ombudsman Saskatchewan
027 Parks, Culture and Sport
 Police Complaints Investigator
 PDS Prairie Diagnostic Services
 Premier's Office
 Provincial Mediation Board/Office of Residential Tenancies
 Public & Private Rights Board
 033 Public Service Commission
535 Saskatchewan Archives Board
 Saskatchewan Municipal Board
 531 Saskatchewan Pension Plan
 Saskatchewan Police Commission
 036 Social Services
 Teacher's Superannuation Commission
 Technical Safety Authority of Saskatchewan

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. Administrative support to 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. **eHealth: Chief Executive Officer, Vice Presidents;**
 11. Innovation Saskatchewan: Chief Executive Officer, Chief Economist;
 12. Technical Safety Authority of Saskatchewan: Chief Executive Officer, Vice President, Chief Financial Officer;
 13. Management Class Plan Level 9 and above; and
 14. 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*. Should an agreement not be reached in negotiation, the parties may refer the dispute to a third party (list of names mutually agreed) or 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 ministerially.
- 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, 2012 to September 30, 2016** 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) Upon completion of the classification review, the employee will receive a written notice of the decision. Upon request, the Human Resource Consultant will provide written rationale for the decision.
- E) 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 if 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) **Any** Permanent Full-Time, **Permanent** Part-Time **or Permanent Labour Service** position which **is** reclassified and results in a promotion for the incumbent shall be advertised **on the Public Service Commission's website** and 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 **challenge** process when **another employee** 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.
 - i) **The challenge is initiated by the challenger forwarding her resume to the Commission by the posted deadline. The challenge is valid if the challenger is:**

- a. more senior;
 - b. of the same employment status;
 - c. in the same occupation;
 - d. from the same reclassification challenge unit; and
 - e. In the case of a reclassified permanent part-time position, a permanent part-time employee who works the same or greater number of hours.
- ii) If the challenge is valid, the Commission must ascertain if the challenger is qualified for the higher level duties in accordance with Article 6.1.15.1.
 - iii) If the challenger is qualified, the challenger's position will be permanently reclassified at the higher level effective the first of the pay period following the original decision.
 - iv) The original incumbent shall be appointed to his previous position at his previous classification level effective the first day of the pay period immediately following the date of the change.

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 **Appeals Coordinator**.
- 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) **The appellant must provide written rationale within ninety (90) calendar days from the date the appellant receives the appeal acknowledgement. Written rationale, validated by management, must be submitted before an appeal is scheduled.**
 - i) **Should the written rationale not be received before the deadline, the appeal shall be considered withdrawn.**
 - ii) **In exceptional circumstances, the Joint Maintenance Committee Co-chairs may extend the deadline. The co-chairs' decision is final and binding.**
- E) 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

The parties agree to a merit staffing pilot for classification levels 11 to 14 (permanent full-time, permanent part-time, terms of nine months or more, permanent labour service). The following provisions apply to the pilot:

- **Pilot a merit-based staffing model that incorporates a “relatively equal” provision.**
- **Pilot will be effective July 1, 2013 to September 30, 2016.**
- **All permanent full-time staffing actions shall be posted for a minimum of seven (7) calendar days.**

Each appointment to, and promotion within the public service shall be predicated on the selection of the most suitable applicant, but preference shall be given to in-service applicants where relatively equal, in order to establish a career service and to provide incentive and reward for good work performance and self-development.

Filling of Positions

Appointments to and from within the Public Service will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties performed, include the applicant’s education, skills, knowledge, experience, and past work performance.

The initial assessment of applicants shall be a process which appraises the knowledge, skills, abilities and personal attributes of applicants.

If the highest rated qualified applicant has the most seniority, this applicant shall be appointed.

If the highest rated qualified applicant is not the applicant with the most seniority, a determination will be made regarding which qualified applicants, if any, are relatively equal to this applicant. The qualified applicant who is relatively equal with the most seniority shall be appointed.

For the purpose of this clause “relatively equal” means candidates with a point score difference of 8% or less of the points available for education, skills, knowledge, and experience and past work performance.

For classification levels 1 to 10, the following provisions apply: [ie. 6.1 to 6.3.4]

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 ministry or from another ministry. This may be initiated by the Commission or Permanent Head of either ministry.
- 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 Diversity 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 ministry 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 a 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 re-employment 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 Diversity

A) Members of the designated Diversity groups on the Service-Wide or Agency Re-employment Lists shall also have access to the re-employment list for Diversity 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 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) **An employee shall be allowed to submit and modify restrictions under which she is available for re-employment, e.g. job, level, geographic location. This is to be provided in writing to the Re-employment List Coordinator.**

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 occupations 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, Ministry, 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 ministry or agency. When a trained representative is not available from the ministry or agency, the Union will provide a trained representative of its choice.

6.1.9.7 Ministry Representation on Staffing Panels

- A) SGEU agrees two (2) ministry representatives may sit on a staffing panel and, in exceptional circumstances, more than two (2) representatives may be mutually agreed to by the staffing panel. This article shall apply only 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 ministry, through another method arranged by their ministry.

6.1.10 Diversity Staffing

- A) The parties are committed to Diversity and the joint development, implementation, monitoring, evaluation and updating of the Diversity 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) Diversity 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 Diversity staffing. The Commission agrees to notify the Union of positions to be staffed through Diversity.
- D) Terms of Reference for the Joint Diversity 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 Diversity 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 in-service 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 Diversity 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 ministry shall provide notification to the Joint Diversity Committee co-chairs in the ministry where a Diversity 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 ministry'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 a Diversity 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.
- B) **Eligibility lists shall be no longer than one (1) year unless mutually agreed between the parties.**

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 ministry 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 as identified in Article 2.1 A).
- B) Notwithstanding Article 6.1.14 A), current employees who participate in the pre-employment program for Corrections Workers shall be compensated at straight time for hours in attendance at the minimum of the Corrections Worker pay range or receive salary maintenance, whichever is highest, subject to the maximum of the Corrections Worker pay range. These pay principles will apply should the Employer establish similar pre-employment programs for other occupations.

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 passed an interview and subsequently 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 Feedback on Examination Results

- A) An employee who has been examined by a staffing panel shall have the right to feedback 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 Diversity 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 ministry 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 ministry 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 ministry 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 ministry 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 **and modify** restrictions under which he is available for re-employment, **eg. job, geographic location. This is to be provided in writing to the Re-employment List Co-ordinator.**

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 nine (9) 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 nine (9) months.
- F) Exceptions to D) and E) above must be agreed to by the parties.

6.2.3.1 Term Employment of Nine (9) 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. The Union shall be entitled to have a representative present during the staffing process. If a Union representative is not readily available, the staffing process may proceed in their absence. 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 over junior 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) Ministries 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 Diversity staffing, the Diversity 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 ministry. Permanent Full-time employees who were converted from Labour Service status within the ministry 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 ministry, who have submitted applications to the posting, will be considered.
- D) If appointment is not made as per C) above, the ministry will review applications from other Labour Service employees who have indicated an interest to move between ministries, and applications from any 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 ministry and unsuccessful applicants notified.
- F) Where no successful applicant is determined from among the employees who have applied, and the ministry intends to fill the position in some other manner, the ministry shall notify the Union.
- G) If the Union is not satisfied with the ministry's selection for the position, or its intention to fill the position in some other manner, the Union may seek an explanation from the ministry up to seven (7) working days following notification. Following receipt of the ministry's explanation, if the Union objects to the ministry'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 ministry shall maintain a ministry 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 ministry;
 - 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 ministry. 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. **An employee shall be allowed to submit and modify restrictions under which he is available for re-employment, e.g. job, level, geographic location. This is to be provided in writing to the Re-employment List Coordinator.**
- C) The name of the successful applicant will be posted in the same manner as the posted vacancy within three (3) working days after the selection.

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. a determination of whether the employee has worked the minimum of 40% will be made during the 11th month of the initial probationary period; and
 4. 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 **the employer**.
- D) Should the Employer decide to terminate the employee **or extend the employee's probation**, the employee will be given the reasons

prior to their termination **or extension** 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 from a re-employment list 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 ministry 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. If there is no former position due to job abolishment, the employee shall have the right to exercise bumping rights in accordance with the bumping articles. Should the employee choose not to bump, he shall be deemed to have opted to go on layoff, or he may resign and receive severance pay. The Reinstatement from Definite Leave of Absence provisions shall also apply.

- 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. Should the employee choose not to bump, he shall be deemed to have opted to go on layoff, or he may resign and receive severance pay. 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 within two (2) months 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. 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.

Article 8 SENIORITY

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 in accordance with Article 7.1 A) or Article 28.1 (or equivalent to probation for Term employees).

At that time a seniority date shall be calculated, retroactive to the commencement of his employment. An employee shall maintain this seniority date subject to 8.1 A) 4. and 8.1 A) 9.

2. For the purpose of establishing a seniority date, the following service shall be included [from the date of initial employment to completion of initial probation (or equivalent for Terms)]:

- i) regular hours worked.

For any previous service claimed including definite leaves of absence, 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 .7123287 (and .7131148 in a leap year);
- 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;
- vi) definite leave of absence without pay for full period of the leave;
- vii) 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 (for the purpose of establishing a seniority date);
- viii) 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. A Seniority Date will not be ended or adjusted in the following situations:

- i) definite leave of absence without pay for full period of the leave;
- ii) time spent on indefinite leave of absence without pay for reasons of prolonged illness, WCB, LTD, SGI claims (Article 18.1.1.3 A) or job abolition;
- iii) 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;
- iv) time spent on a re-employment list for reasons of: lay off or reduced hours for Permanent Part-Time (Article 6.2.2.3 B) and D), returning from an adjudicated prolonged illness

or disability claim (Article 6.1.4 A) 1. i) and Article 28.4), persons displaced by reversion (Article 6.1.4 A) 1. ii), persons whose former positions have been reallocated or reclassified upward due to changes in duties and responsibilities, and who were unsuccessful in a promotional examination (Article 6.1.4 A) 1. iii), persons exercising bumping rights to bump into a lower classification level (Article 6.1.4 A) 1. iv), persons whose former positions have been reallocated or reclassified downward (Article 6.1.4 A) 1. v), spousal transfer (Article 18.2.2 A) 2.), no accepted adjudicated claim (Article 18.1.1.3 A) 2. iii) and Article 28.4), Permanent Part-Time employees who failed to complete probation period and are unable to revert (Article 7.6 A);

4. A Seniority Date will be adjusted in the following situations:
 - i) upon return from an indefinite leave of absence without pay for any other reasons than indicated in 8.1 A) 3 ii) above. A maximum of ninety (90) calendar days will be granted upon return from leave;
 - ii) employees on agency re-employment lists for reasons of returning from an indefinite leave (appointed to the unclassified service, personal leave, career leave or leave to work for a Crown Corporation) shall not earn seniority while on the re-employment list;
 - iii) in accordance with i) or ii) above, an employee's seniority date will be suspended at the time they commence an indefinite leave or are placed on the re-employment list. Any employee wanting to access seniority for competition purposes must advise the Employer in writing for each competition.
5. 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.
6. Upon completion of the initial probation 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 PS/GE service for seniority purposes.
7. 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.
8. Term employees shall accumulate seniority only for competition purposes in accordance with Article 8.1.A) 2.

9. Seniority date shall be considered ended or broken for any of the following reasons:
- i) dismissal;
 - ii) resignation **or retirement**;
 - 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 (365 consecutive calendar days for Permanent Labour Service);
 - iv) continuous layoff of a Permanent employee due to lack of work for a period in excess of three (3) years (removal from re-employment list);
 - 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 the 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, Permanent Part-Time, Term and Labour Service Employees

- A) The Employer agrees to prepare and provide to the Union a seniority roster for all employees calculated to the end of the pay period that includes March 31st of each year.
- B) A seniority roster by ministry shall be distributed to all work places and made accessible to all employees by May 15th of each year.

8.2.1.1 Seniority Appeals

- A) Any time between May 15th and July 31st 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 Employee Service Centre, Public Service Commission. 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.

- 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 changes resulting from appeals will be published in the next seniority roster.

Article 9 HOURS 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 and three (3) fifteen (15) minute rest periods in each twelve (12) 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 **between the manager/designate and the employee**, 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 (½) 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 **between the manager/designate and the employee**, 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.
- B) When a work pattern is altered and does not have an effect 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 falls 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. the number of hours included as actual hours worked **shall not exceed a maximum of eight (8) hours per day, except in the case of a field employee working in a crew setting, in which case the number of hours included as actual hours worked shall not exceed the number of hours worked by the crew on that 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, **except in the case of a field employee working in a crew setting, in which case the combined number of hours shall not exceed the number of hours worked by the crew on that 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 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.

9.4

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 scheduled adjacent to days of rest except where they may be rescheduled by mutual agreement between the employee and the supervisor;
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 9.4 A) 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 9.4 A) 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 **between the manager/designate and the employee**:
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 **between the manager/designate and the employee** 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 **between the manager/designate and the employee** 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 EDOs 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 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 or medical need in accordance with the rehabilitation policy.

- 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. A denial of a request shall be provided to the employee in writing by the manager outlining the rationale.
- D) The Union will be notified of any requests approved by management.

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 the ministry. Approval is automatic unless notified within thirty (30) days of receipt of request. The Union will be notified of the renewal.
- ii) change in original terms – thirty (30) days prior to termination, employee provides ministry with new job share application. Ministry 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 ministry. Thirty (30) days prior to termination, employee provides renewal request, in writing, to the ministry. A copy of the original approved application shall be attached to the renewal request. The employee and the union will be notified of the decision within thirty (30) days of receipt of request;

- 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 ministry, 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.

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 ministry 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 in accordance with Article 8.
- 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)
136 hours
x 50% (Hours of Work Arrangement)
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 Article 11. **Employees working variable hours or job shares are not eligible for overtime provisions until they have exceeded the hours of work of the appropriate full-time equivalent.**
- 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:

$$\begin{array}{l} 5 \text{ day} - 37 \frac{1}{3} \text{ hours} = \frac{\text{bi-weekly rate}}{74.666} \\ (5/5/4 \text{ work cycle}) \end{array}$$

$$\begin{array}{l} 5 \text{ day} - 36 \text{ hours} = \frac{\text{bi-weekly rate}}{72.0} \\ (5/4 \text{ work cycle}) \end{array}$$

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

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 ($1\frac{1}{2}$) 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.
- B) Where the hours worked in excess of eleven (11) are continuous and cross over midnight, overtime rates in A) will apply.**

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 guarantee 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 shall allow the employee to bank time at the appropriate premium rate in lieu of payment for overtime or to be paid at the appropriate premium rate. For purposes of banking, any hours in excess of ninety (90) hours requires management approval. Time off shall be taken at a mutually acceptable time. 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 Working Remotely After Hours

- A) **An employee who after she has left her place of work, is required to perform work remotely 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. An employee required to perform work 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.**
- B) **When required to work remotely as above between the hours of 11:00 p.m. to 6:00 a.m. and the employee is scheduled to work the following morning, the employee shall be paid for each hour or portion thereof worked for a minimum of one (1) hour at appropriate overtime rates. The employee shall not receive any further overtime until the one (1) hour period has elapsed.**

11.9 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.

11.10 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. Effective October 1, 2007, standby pay will be paid at a rate of ten dollars (\$10) for each four (4) hour period, or portion thereof.

11.11 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.

3. the temporary assignment shall be offered to the most senior qualified employee in the work unit; except where an operational need arises to provide training and development, the Employer may fill the assignment with a junior employee.
- 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; and,
 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.

- C) Term employees will be eligible for salary maintenance subject to the minimum of the higher salary range.

12.3 Temporary Assignment for Ninety (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) Except for Term employees payment will be at an hourly rate which provides for an increase of eight percent (8%) over the employee's current hourly rate, adjusted for change in hours of work where required. If the increase of eight percent (8%) 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 Union will be notified if a temporary assignment of higher duties exceeds one (1) year.
- 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) Except 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 adjusted to reflect any pay adjustments he would have received in his home classification level during the period of the temporary assignment. The employee shall also be eligible to receive the difference in salary, if any, resulting from reapplication of the promotion articles to the pay adjustments made in his home classification level, on the effective date of the pay adjustment to his home classification, subject to the minimum and maximum of the higher level salary range.

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, Family 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 2013 – Friday, August 2, 2013

Floating holiday for 2014 – Monday, June 30, 2014

Floating holiday for 2015 – Friday, July 31, 2015

Floating holiday for 2016 – Friday, July 29, 2016

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 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 5.4% 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 and weekend premium.

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 **between the manager/designate and the employee.**

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: 5.4% 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 and weekend premium.

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 (1/197) 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 1st 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.

14.1.7 Repayment

Matters of repayment are best dealt with on an individual case basis. Whenever an employee is required to repay the Employer, a repayment option will be negotiated with the employee to ensure the employee is not left in financial hardship.

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.

14.2.1.4 Training Rates for Current Employees

- A) If fully qualified candidates are not available, the Commission may authorize the appointment of an in-service candidate as a "trainee".
- B)
 1. An in-service candidate, whose salary is below the range minimum, shall be appointed to training rates at 2% or 4% below the minimum regular range.
 2. **If appointment to the training rate yields less than the employee's current hourly rate, the employee will maintain their current rate until deemed qualified for the position.**
 3. **Once qualified, the applicable provision of either 14.2.1.4 C) 2. or 14.2.1.4 C) 3. will apply.**
- C)
 1. An in-service candidate whose salary is above the minimum of the regular range appointed as a "trainee" shall maintain his/her current hourly rate until deemed qualified for the position (subject to the range maximum of the position).

2. If this appointment is a promotion, upon meeting the qualification requirements for the position, the employee shall receive a salary increase of 8% applied to the hourly rate, subject to the maximum of the range on the first of the next pay period.
 3. If this appointment is a transfer or demotion, upon meeting the qualification requirements for the position, the employee shall be eligible to progress through the regular range, in accordance with provisions on increments.
- D) Time spent as a trainee will not count towards an increment in the regular range.

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 the 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 [for Labour Service employees – one hundred and **thirty (130)** 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), one hundred and **thirty (130)** for Labour Service 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 lay-off, 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 ministry, 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 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.

14.4.5.2 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.

14.4.5.3 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.

14.4.5.4 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.

14.4.5.5 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. Flin 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) 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

- A)

	In Province	Out of Province
Per diem allowance	\$41.00	\$51.00
For partial days:		
Breakfast	\$ 8.00	\$11.00
Dinner	\$14.00	\$16.00
Supper	\$19.00	\$24.00
- 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 ($\frac{1}{2}$) hour prior to the scheduled dinner time or the return is within one-half ($\frac{1}{2}$) 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.
- D) When traveling to or from a different time zone, the time zone the employee is leaving will determine eligibility for meal allowances.

15.1.7 Special Provisions for Ministry of Highways and Infrastructure, 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 ministry telephone number or utilize the ministry's calling 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, Ministry 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 April 1, 2013

<u>Ordinary</u>	<u>North of 54th Parallel</u>
41.34¢/ km	44.52¢/km

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 **41.34¢/km** (effective April 1, **2013**), 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 **44.52¢/km** (effective April 1, **2013**), 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 1st.

- 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 1st.

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:

Location	June 30, 2013	October 6, 2013	October 5, 2014	October 4, 2015
1	\$351.50	\$356.00	\$362.00	\$368.00
2	\$216.00	\$218.50	\$222.00	\$225.50
3	\$134.50	\$136.00	\$138.50	\$141.00
4	\$90.00	\$91.00	\$92.50	\$94.00

- 1 = Employees stationed at locations north of latitude 57° 00'
 2 = Employees stationed below latitude 57° 00' and above latitude 55° 15'
 3 = Employees stationed below latitude 55° 15' and above latitude 54° 00', and employees stationed at Cumberland House and E.B. Campbell Dam
 4 = Employees stationed at La Ronge, Air Ronge and La Ronge Provincial Park

- 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 ministry 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 will apply to 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

- A) 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 of each year. The adjustment yielded by the percentage increase will be rounded to the nearest one-half (½) dollar.

15.7.1 Correctional or Young Offender – Camp Differential

- A) Effective **June 30, 2013** a camp differential of **one hundred and eleven dollars and fifty cents (\$111.50)** per day shall be paid to an employee working a camp shift pattern excluding correctional centre urban camps. 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 6, 2013** camp differential shall be **one hundred and thirteen dollars (\$113.00)**.
- C) Effective **October 5, 2014** camp differential shall be **one hundred and fifteen dollars (\$115.00)**.
- D) **Effective October 4, 2015 camp differential shall be one hundred and seventeen dollars (\$117.00)**.

15.7.2 Temporary Camps for Young Offender/Children's Facility

- A) Effective **June 30, 2013** a Camp Differential of **seventy-seven dollars (\$77.00)** per day shall be paid to an employee who volunteers for duty and works in a temporary camp operated by the Young Offender and/or Children's Residential Programs.
- B) Effective **October 6, 2013** the differential shall be **seventy-eight dollars (\$78.00)** per day.
- C) Effective **October 5, 2014** the differential shall be **seventy-nine dollars and fifty cents (\$79.50)** per day.
- D) **Effective October 4, 2015 the differential shall be eighty-one dollars (\$81.00) per day.**
- E) 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 **June 30, 2013** a Camp Differential of **seventy-seven dollars (\$77.00)** 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 **6, 2013** the differential shall be **seventy-eight dollars (\$78.00)** per day.
- C) Effective October **5, 2014** the differential shall be **seventy-nine dollars and fifty cents (\$79.50)** per day.
- D) **Effective October 4, 2015 the differential shall be eighty-one dollars (\$81.00) per day.**

15.7.4 Community Training Residence Overnight Allowance

- A) Effective **June 30, 2013** an allowance of **seventy-three dollars (\$73.00)** per day shall be paid to the employees when required by management to sleep-over as part of their duties. In extreme circumstances, the Employer may consider a request from an employee for pay in addition to the overnight allowance if an incident with a resident occurs during the sleep-over period that causes the employee to return to full duties during the sleep-over period for a period greater than one (1) hour. Approved time will be paid at one and one-half (1 1/2) times the employee's hourly rate of pay.
- B) Effective October **6, 2013** the allowance shall be **seventy-four dollars (\$74.00)** per day.
- C) Effective October **5, 2014** the allowance shall be **seventy-five dollars and fifty cents (\$75.50)** per day.
- D) **Effective October 4, 2015 the allowance shall be seventy-six dollars and fifty cents (\$76.50) 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 least 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 Ministry of Highways and Infrastructure employees will be covered by the ministry's policy concerning tools. The policy shall be subject to negotiation between the Ministry of Highways and **Infrastructure** 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 6, 2012 as per the 2012 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 October 6, 2013 a shift differential in the amount of **one dollar and seventy-five cents (\$1.75)** 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.
 - ii) Effective October 4, 2015 a shift differential in the amount of **one dollar and ninety cents (\$1.90)** 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.

- iii) 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 October 6, 2013, a weekend premium in the amount of **eighty-five cents (85¢)** 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 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.
- ii) **Effective October 4, 2015, a weekend premium in the amount of one dollar and fifteen cents (\$1.15) 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 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.**

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 up to the completion of nineteen (19) years. Commencing the twentieth (20) year, severance pay shall be on the basis of two (2) weeks for each year of service or portion thereof to a combined maximum of fifty-two (52) weeks. 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) For Labour Service employees, subject to a maximum contributory earnings for pension purposes of **forty-seven thousand five hundred dollars (\$47,500)**, or regular salary if greater, per calendar year; overtime earnings shall be included in contributory earnings for pension purposes.
- D) Effective October **6, 2013**, the employee and Employer contributions shall be **7.5%** 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 **2.5%**.

Effective October 4, 2015, the employee and Employer contributions shall be 7.6% of gross regular salary for employees in the Public Employees. For employees in the Public Service Superannuation Plan the employee and Employer contributions in the Public Employees Pension Plan shall be 2.6%.

- E) Employee and Employer contributions for all employees in the Public Employees Pension Plan who work in Corrections and Public Safety Institutions (inclusive of correctional centres, correctional camps, community correctional centres, community training residences and young offender facilities) shall be 9% of gross regular salary.

For those employees in the Public Service Superannuation Plan the employee and Employer contributions in the Public Employees Pension Plan shall be 4% of gross regular salary.

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 straight time annual payroll, as follows:

.52% effective October 7, 2012
.53% effective October 5, 2014
.54% effective October 4, 2015
.55% effective October 2, 2016
.56% effective October 1, 2017

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 straight time annual payroll, as follows:

1.79% effective October 7, 2012
1.80% effective October 6, 2013
1.82% effective October 5, 2014
1.84% effective October 4, 2015
1.86% effective October 2, 2016
1.87% effective October 1, 2017

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/Parental Leave Supplement to Employment Insurance Benefit

- 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.
- B) The Employer agrees to provide employees on legal adoption or parental leave with a top-up of Employment Insurance Parental Leave Benefits to 95% of regular salary for up to seventeen weeks. The seventeen-week period will include the two-week waiting period.
- C) If the employee applying for benefits has a partner who is employed by the Government of Saskatchewan and who will be applying for benefits under the Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit Program (ie. combined benefits):
 1. Each partner must advise the Employer, in writing, with respect to the portion of the seventeen weeks for which each will be requesting a payment; and

2. The total SUB benefit available to both partners is seventeen weeks.

D) Employees receiving benefits under this article will be required to sign a promissory note for a return service commitment for the same number of weeks that top-up is received.

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, Regional Health Authorities and Affiliates, Saskatchewan Association of Health Care Organizations (SAHO), Boards of Education in Saskatchewan, Saskatchewan School Board Association, Saskatchewan Universities, all SGEU Bargaining Units, and service as a paid staff member of the SGEU,

(Note: for information purposes, a list of the Regional Health Authority Affiliates, as at June 13, 2013, is shown at page 23)

- 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	=	15 days per year prorated for partial years
8 - 14 years service	=	20 days per year prorated for partial years
15 - 21 years service	=	25 days per year prorated for partial years
22+ years service	=	30 days 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 entirely at the discretion of the employing ministry.
- 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.

If the reason for an employee's separation from the public service is the employee's death, no amount respecting vacation leave credits is to be deducted from any monies owing him by the Employer.
- 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.

If the reason for an employee's separation from the public service is the employee's death, no amount respecting sick leave credits is to be deducted from any monies owing him by the Employer.

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 **or injury prior to or** 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:

Annual sick leave credit (15 days) / 12 months / calendar days in a month x calendar days of work in the month = sick leave days earned.

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) 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 Use At 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 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.

17.4.3 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 is currently employed and has been employed for at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the leave and 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 Parental Leave or Legal Adoption

- A) An employee who is currently employed and has been employed for at least twenty (20) weeks in the fifty-two (52) weeks

immediately preceding the leave and who 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:

Subject to Article 23:

- i) Employees suffering from prolonged illness 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. In circumstances where medical information supports a return to the employee's position in the immediate future the parties may agree to extend the definite leave of absence beyond twenty-four (24) months.
- 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 updating the Rehabilitation Placement Process for employees as outlined in Letter of Understanding 09-1.

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

For the period October 1, 2012 to September 30, 2014:

- 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 **between the manager/designate and the employee**, time may be banked at straight time and taken by mutual agreement within the fiscal year.

Effective October 1, 2014 to September 30, 2015, the Employer will provide leave with pay to a total maximum dollar amount of \$450,000. The union will be responsible for payment of panel representatives beyond that amount.

Effective October 1, 2015 to September 30, 2016, the Employer will provide leave with pay to a total maximum dollar amount

of \$300,000. The union will be responsible for payment of panel representatives beyond that amount.

Effective October 1, 2016 to September 30, 2017, the Employer will provide leave with pay to a total maximum dollar amount of \$150,000. The union will be responsible for payment of panel representatives beyond that amount.

Effective October 1, 2017, the union will be responsible for payment of panel representatives.

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.
- B) Employees may be granted paid leave for blood product donations in the same geographic location where they are employed.

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.
 - C) Reasons for denial will be provided in writing to the employee.

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 Ministry 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. **have his name placed on the Re-employment List for up to three (3) years for positions at the same classification as the home position prior to the reclassification; 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; and
 - ii) 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;
 4. Seniority while on leave of absence without pay or lay-off shall be earned in accordance with Article 8.1.
 5. 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
 6. 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** 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. Ministry 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.
- 19.3** The Employer agrees to operationalize any required downsizing through the targeted restricted early retirement program, in place at that time, as a first priority.
- 19.4** 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. **Where job loss occurs as a result of employer initiatives, the parties may explore retraining or redeployment opportunities within the public service as an alternative.**

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.

19.5 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 ministry 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) week's 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).

19.6 Position Abolishment

19.6.1 General Provisions

19.6.1.1 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 ministry where a significant number of job abolitions are planned, the ministry 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 ministry will contact the Chair of the bargaining unit to discuss the rationale.

19.6.1.2 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 ministry 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.

19.6.1.3 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.

19.6.1.4 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. 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.

19.6.1.5 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.

19.6.1.6 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.

19.6.1.7 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.

19.6.1.8 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 Ministry 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.

19.6.1.9 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.

19.6.2 Permanent Full-Time Employees

19.6.2.1 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.

19.6.2.2 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 **Commission** 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.

19.6.2.3 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.

19.6.2.4 Optional Bumping Stage

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

Location Maintenance

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.

Salary Maintenance

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. In no case shall an employee bump into a higher classification level. 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.

19.6.2.5 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.

19.6.2.6 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 an occupation within their former agency in Labour Service in which they last held permanent status.

19.6.3 Labour Service Employees

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

19.6.3.1 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.

19.6.3.2 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:

19.6.3.3 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.

19.6.3.4 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:

Location Maintenance

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 Maintenance

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. In no case shall an employee bump into a higher classification level. 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.

19.6.4 Permanent Part-Time Employees

19.6.4.1 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.

19.6.4.2 Bumping Order

- A) The Permanent Head shall determine the occupations and permanent part-time positions to which an employee is qualified to bump. 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.

19.6.5 Term Employees

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

19.6.6 Employees on Initial Probation

- A) Employees that have not completed an initial probation who are impacted by job abolition 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 Employees' Files

- A) An employee, upon request, shall be able to review her employee file:
 1. An employee shall request access through the Human Resource Service Team, to be arranged at a mutually agreed time.
 2. The Union shall have access to an employee's file on the employee's written authorization.
 3. The employee or Union representative is permitted to make notes or copies from the employee's file; however, the file cannot be removed from the office.
 4. An employee may request to add any pertinent information to her file.
- B) A copy of any document, other information, or record of formal counseling sessions held in accordance with the Corrective Discipline Policy 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.
- C) 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.
- D) 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) week's 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) 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.
- B) **Individual grievances must be submitted by a steward, PS/GE Negotiating Committee member, or a Labour Relations Officer** to a designated supervisory official.
- C) Group grievances or grievances affecting more than one ministry must be submitted by a Union Agreement Advisor, elected representative or designate.
- D) Policy and interpretation grievances must be submitted by the PS/GE Negotiating Committee.
- E) Grievances affecting more than one ministry, policy grievances and interpretation grievances shall be submitted to the Commission.
- F) 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

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. Either party may request a meeting to discuss the matter at Step 1. 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 shall request a meeting between the parties which shall 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, the parties must agree 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.

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 ministries, 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.

For the purpose of this Article, the date of injury commences on the first day the employee is absent from work due to that injury and the two (2) year period from that date of injury is determined on a "cumulative" basis and not on a chronological basis.

- 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 Committee shall have equal representation and shall be responsible for developing and updating the Rehabilitation Placement Process.

24.2 Employee Placement

- A) If an employee acquires a disability or prolonged illness 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.
- B) The parties will be guided by LOU 09-1 when returning an employee from disability or prolonged illness acquired on or after July 1, 1998.

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 ministry Occupational

Health and Safety Committees and as specified in *The Occupational Health and Safety Regulations*.

B) **Uniforms - Corrections and Policing**

Employees in Adult Correctional Facilities will be provided with official uniforms in accordance with the ministry'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, 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) It is agreed that employees are a valuable resource and have a significant role in the future direction and operations of Government.
- B) Further to the Reaffirmation appearing at the front of this collective agreement, the parties agree that Union Management Committees play a valuable role in achieving the goals of government ministries and agencies.

27.1 **Goals**

- A) It is the intent of the parties that Union Management Committees will work together to achieve the following jointly agreed to goals:
1. Delivering quality service to and for the public of Saskatchewan in an efficient, effective and customer focused manner.
 2. Establishing a positive and constructive relationship between the employees, Union, management and government.
 3. Improving the image of the Public Service.
 4. Recognizing and respecting the roles of employees, Union, management and government.
 5. Providing a work environment that is healthy and safe for employees, management and the public of Saskatchewan.

27.2 **Mandate**

- A) Mandates for Union Management Committees may include, but are not restricted to, the following:
1. To seek and encourage employee input on a wide range of issues. For example:
 - generate new ideas related to ministry/agency operations;
 - recommend new initiatives to improve the working environment;
 - discuss the development and implementation of ministry/agency programs, policies and initiatives;

- recommend solutions to issues and mutual problems;
2. Disclosure of timely information impacting employees and ministry/agency operations;
 3. Effective communication to staff regarding ministry/agency operations;
 4. Review and recommend education, training and development opportunities within the ministry/agency;
 5. Make decisions on operational issues where it has been agreed between the committee co-chairs that a matter is appropriately within the purview of the committee to make a decision.
- B) Changes that impact provisions of the Collective Agreement, or terms and conditions of employment are not within the purview of the committee to decide and shall be referred to the parties responsible for collective bargaining.

27.3 UMC Structure and Operating Parameters

- A) Ministry-wide committees shall be established in each ministry/agency. Regional, divisional, or program-based sub-committees may be established within ministries.
- B) The following operating parameters are guidelines to assist in establishing and maintaining Union Management Committees:
1. equal 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 organizational groups in the ministry;
 3. committees shall have Union and Management co-chairs;
 4. issues on the agenda requiring confidentiality shall be identified in advance and by mutual agreement, will be discussed for the information of committee members only;
 5. where decision items are included on the agenda, there must be quorum of 50% of committee membership present, and the Employees must have at least 50% of representatives present at the meeting;
 6. decisions determined to be within the purview of the committee are made by consensus. If consensus cannot be achieved, the issue is set aside and will not be brought back for further discussion without agreement of the co-chairs.

7. sub-committee consensus decisions may be overturned by the ministry-wide committee, if the decision made at the sub-committee level is inconsistent with the direction of the ministry-wide committee;
8. minutes will be taken at each meeting. The ministry will undertake to type and distribute the minutes;
9. **committees will meet at least twice a year, or as determined by agreement of the co-chairs;**
10. **Ministries agree to cover expenses for committee members as per the Collective Agreement;**
11. **employees shall be allowed leave with pay for committee meetings during normal working hours. Employees attending meetings outside normal working hours shall be compensated at straight time pay and these hours shall not be included in their averaging period.**

27.4 **Education and Training**

- A) An education and training package to facilitate the maintenance and development of UMCs will be maintained by the parties to meet the following objectives:
1. to provide a historical background to the UMC process;
 2. to educate committee members regarding 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.

27.5 **Other Joint Initiatives**

- A) Ministry of Social Services

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 Ministry of Social Services on:

- the nature of the work required to achieve ministerial 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) **The Social Services Provincial Advisory Committee provisions will be deleted from the collective agreement effective September 30, 2016.**

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 5.4% 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;
Twenty (20) days:	0.769 days for employees who will have completed eight (8) years or seasons of service;
Twenty-five (25) days:	0.961 days for employees who have completed fifteen (15) years or seasons of service; and
Thirty (30) days:	1.154 days for employees who have completed twenty-two (22) years 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) 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 week's 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 ministry notified of their current address and the ministry 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 ministry 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 ministry 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 ministry. This guarantee shall only apply to normal, scheduled hours of work.
- 28.12** **Sections**
- A) Provisions specific to various ministry 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** **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.
- 28.14** **Special Sustenance Provisions for Engineering Technicians and Engineering Assistants in the Ministries of Highways and Infrastructure (Operations) and Environment Absent From Headquarters for Extended Periods of Time**
- A) Where an employee is required by his ministry 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.
- 28.15** **Transfers and Demotions**
- A) An employee wishing to transfer or demote between ministries within Labour Service Sections shall apply in writing to the Executive Director, Human Resource Service Team, of the ministry 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.

SECTION 06

SASKATCHEWAN AGRICULTURE

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 $\frac{2}{3}$ 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 ministry 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

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 ministry 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 INFRASTRUCTURE

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 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 (1½) 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 (1½) 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 $\frac{2}{3}$ 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 ($\frac{1}{2}$) 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 ministry 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 ministry time.

5. SENIORITY UNIT

Seniority shall be on:

- (a) A ministry 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 INFRASTRUCTURE

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 for 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 ministry 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 INFRASTRUCTURE

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. TRANSPORTATION BETWEEN WORK SITES

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

5. SENIORITY UNIT

Seniority shall be on:

- (a) A ministry 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 INFRASTRUCTURE

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. TRANSPORTATION BETWEEN WORK SITES

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

5. SENIORITY UNIT

Seniority shall be on:

- (a) A ministry 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 INFRASTRUCTURE

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.

- (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 **shall provide** 24 hour free service.
- (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 ($\frac{1}{2}$) hour off each day between the hours of 12:00 noon and 1:00 p.m. for the noon meal and one-half ($\frac{1}{2}$) 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 ministry.

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 ministry 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 ministry 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 INFRASTRUCTURE

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 Saturday or 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 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 $\frac{2}{3}$ 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 ministry 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 ministry 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) 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 ministry 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 AND INFRASTRUCTURE

**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 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 ministry 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 (1½) 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 ministry will not charge employees for meals while at their campsite headquarters.

6. SENIORITY UNIT

Seniority shall be on:

- (a) A ministry 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 PARKS, CULTURE AND SPORT

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

5. SENIORITY UNIT

Seniority shall be on:

- (a) A ministry 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 ministry will not charge employees for meals while at their campsite headquarters.

4. SENIORITY UNIT

Seniority shall be on:

- (a) A ministry basis for Vacancies
- (b) A Section basis for Permanent lay-off
- (c) A compliance 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 ministry will not charge employees for meals while at their campsite headquarters.

5. SENIORITY UNIT

Seniority shall be on:

- a) A ministry 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 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.

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 ministry 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 flying 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 as 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

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 (1) 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 ministry 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 7, 2012** shall receive any eligible retroactivity resulting from the **October 7, 2012** 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 7, 2012**.

- The **October 7, 2012** salary increase will be applied to salary rates and ranges effective June 30, 2013.

Pay Schedule 1 - Effective October 7, 2012

Level	Hourly Salary Range		Biweekly			
			Ave. 36 Hrs./Week		Ave. 37 1/3 Hrs./Week	
			Minimum	Maximum	Minimum	Maximum
Level 1	\$15.576	\$19.517	\$1,121.47	\$1,405.22	\$1,163.00	\$1,457.26
Level 2	\$16.510	\$20.690	\$1,188.72	\$1,489.68	\$1,232.74	\$1,544.84
Level 3	\$17.503	\$21.935	\$1,260.22	\$1,579.32	\$1,306.88	\$1,637.80
Level 4	\$18.553	\$23.248	\$1,335.82	\$1,673.86	\$1,385.28	\$1,735.84
Level 5	\$20.036	\$25.107	\$1,442.59	\$1,807.70	\$1,496.01	\$1,874.64
Level 6	\$21.638	\$27.117	\$1,557.94	\$1,952.42	\$1,615.62	\$2,024.72
Level 7	\$23.369	\$29.286	\$1,682.57	\$2,108.59	\$1,744.87	\$2,186.67
Level 8	\$25.237	\$31.629	\$1,817.06	\$2,277.29	\$1,884.35	\$2,361.61
Level 9	\$27.763	\$34.792	\$1,998.94	\$2,505.02	\$2,072.95	\$2,597.78
Level 10	\$30.540	\$38.271	\$2,198.88	\$2,755.51	\$2,280.30	\$2,857.54
Level 11	\$33.595	\$42.098	\$2,418.84	\$3,031.06	\$2,508.40	\$3,143.29
Level 12	\$36.954	\$46.310	\$2,660.69	\$3,334.32	\$2,759.21	\$3,457.78
Level 13	\$40.649	\$50.940	\$2,926.73	\$3,667.68	\$3,035.10	\$3,803.49
Level 14	\$44.715	\$56.032	\$3,219.48	\$4,034.30	\$3,338.69	\$4,183.69

Pay Schedule 1 - Effective October 6, 2013

Level	Hourly Salary Range		Biweekly			
			36 Hours/Week		37 1/3 hours/Week	
			Minimum	Maximum	Minimum	Maximum
Level 1	\$15.771	\$19.761	\$1,135.51	\$1,422.79	\$1,177.56	\$1,475.47
Level 2	\$16.716	\$20.949	\$1,203.55	\$1,508.33	\$1,248.12	\$1,564.18
Level 3	\$17.722	\$22.209	\$1,275.98	\$1,599.05	\$1,323.23	\$1,658.26
Level 4	\$18.785	\$23.539	\$1,352.52	\$1,694.81	\$1,402.60	\$1,757.56
Level 5	\$20.286	\$25.421	\$1,460.59	\$1,830.31	\$1,514.67	\$1,898.08
Level 6	\$21.908	\$27.456	\$1,577.38	\$1,976.83	\$1,635.78	\$2,050.03
Level 7	\$23.661	\$29.652	\$1,703.59	\$2,134.94	\$1,766.67	\$2,214.00
Level 8	\$25.552	\$32.024	\$1,839.74	\$2,305.73	\$1,907.87	\$2,391.10
Level 9	\$28.110	\$35.227	\$2,023.92	\$2,536.34	\$2,098.86	\$2,630.26
Level 10	\$30.922	\$38.749	\$2,226.38	\$2,789.93	\$2,308.82	\$2,893.23
Level 11	\$34.015	\$42.624	\$2,449.08	\$3,068.93	\$2,539.76	\$3,182.56
Level 12	\$37.416	\$46.889	\$2,693.95	\$3,376.01	\$2,793.70	\$3,501.01
Level 13	\$41.157	\$51.577	\$2,963.30	\$3,713.54	\$3,073.03	\$3,851.05
Level 14	\$45.274	\$56.732	\$3,259.73	\$4,084.70	\$3,380.43	\$4,235.95

Pay Schedule 1 - Effective October 5, 2014

Level	Hourly Salary Range		Biweekly			
			36 Hours/Week		37 1/3 hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Level 1	\$16.039	\$20.097	\$1,154.81	\$1,446.98	\$1,197.57	\$1,500.56
Level 2	\$17.000	\$21.305	\$1,224.00	\$1,533.96	\$1,269.32	\$1,590.76
Level 3	\$18.023	\$22.587	\$1,297.66	\$1,626.26	\$1,345.71	\$1,686.48
Level 4	\$19.104	\$23.939	\$1,375.49	\$1,723.61	\$1,426.42	\$1,787.43
Level 5	\$20.631	\$25.853	\$1,485.43	\$1,861.42	\$1,540.43	\$1,930.34
Level 6	\$22.280	\$27.923	\$1,604.16	\$2,010.46	\$1,663.56	\$2,084.90
Level 7	\$24.063	\$30.156	\$1,732.54	\$2,171.23	\$1,796.69	\$2,251.63
Level 8	\$25.986	\$32.568	\$1,870.99	\$2,344.90	\$1,940.27	\$2,431.72
Level 9	\$28.588	\$35.826	\$2,058.34	\$2,579.47	\$2,134.55	\$2,674.98
Level 10	\$31.448	\$39.408	\$2,264.26	\$2,837.38	\$2,348.10	\$2,942.44
Level 11	\$34.593	\$43.349	\$2,490.70	\$3,121.13	\$2,582.92	\$3,236.70
Level 12	\$38.052	\$47.686	\$2,739.74	\$3,433.39	\$2,841.19	\$3,560.52
Level 13	\$41.857	\$52.454	\$3,013.70	\$3,776.69	\$3,125.29	\$3,916.53
Level 14	\$46.044	\$57.696	\$3,315.17	\$4,154.11	\$3,437.92	\$4,307.93

Pay Schedule 1 - Effective October 4, 2015

Level	Hourly Salary Range		Biweekly			
			36 Hours/Week		37 1/3 hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Level 1	\$16.304	\$20.429	\$1,173.89	\$1,470.89	\$1,217.35	\$1,525.35
Level 2	\$17.281	\$21.657	\$1,244.23	\$1,559.30	\$1,290.30	\$1,617.04
Level 3	\$18.320	\$22.960	\$1,319.04	\$1,653.12	\$1,367.88	\$1,714.33
Level 4	\$19.419	\$24.334	\$1,398.17	\$1,752.05	\$1,449.94	\$1,816.92
Level 5	\$20.971	\$26.280	\$1,509.91	\$1,892.16	\$1,565.82	\$1,962.22
Level 6	\$22.648	\$28.384	\$1,630.66	\$2,043.65	\$1,691.04	\$2,119.32
Level 7	\$24.460	\$30.654	\$1,761.12	\$2,207.09	\$1,826.33	\$2,288.81
Level 8	\$26.415	\$33.105	\$1,901.88	\$2,383.56	\$1,972.30	\$2,471.82
Level 9	\$29.060	\$36.417	\$2,092.32	\$2,622.02	\$2,169.79	\$2,719.11
Level 10	\$31.967	\$40.058	\$2,301.62	\$2,884.18	\$2,386.85	\$2,990.97
Level 11	\$35.164	\$44.064	\$2,531.81	\$3,172.61	\$2,625.56	\$3,290.08
Level 12	\$38.680	\$48.473	\$2,784.96	\$3,490.06	\$2,888.08	\$3,619.29
Level 13	\$42.548	\$53.319	\$3,063.46	\$3,838.97	\$3,176.89	\$3,981.12
Level 14	\$46.804	\$58.648	\$3,369.89	\$4,222.66	\$3,494.67	\$4,379.01

APPENDIX B

BASE AND ADDITIONAL HOURS OF WORK DESIGNATION(S) BY OCCUPATION

Occupational Code	Base Hours of Work Designation	Additional Hours of Work Designation
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; Reg 37 1/3
CCP Community Program Consultant	Field 37 1/3	Reg 37 1/3; Off 36
CCR Culture and Recreation Consultant	Field 37 1/3	Reg 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	
CHT Health Transition Consultant	Off 36	
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	Off 36
CPL Policy and Legislation	Off 36	Field 37 1/3
CPR Information Services Officer	Off 36	Field 37 1/3; Reg 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 & Co-ordination	Field 37 1/3	Off 36
CTL Language Translator	Off 36	
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	Off 36
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	Field 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	Field 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

Occupational Code	Base Hours of Work Designation	Additional Hours of Work Designation
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	Reg 37 1/3
GRO Radio Operator	Reg 37 1/3	
GTD Transport Driver	Reg 37 1/3	Off 36
HCP Child and Youth Protection Worker	Field 37 1/3	Reg 37 1/3; Off 36
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	
HHW Health Worker	Field 37 1/3	Off 36
HIS Income Security Worker	Field 37 1/3	Reg 37 1/3; Off 36
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; Off 36
HWNNurse	Reg 37 1/3	Field 37 1/3
ICI Trades Instructor	Fld Instruction	
ICT Correspondence Teacher	Fld Instruction	Field 37 1/3
IIA Instructional Assistant	Fld Instruction	
ITT Teacher Therapist	Fld 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	Off 36
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; Reg 37 1/3
RLS Labour Standards Officer	Field 37 1/3	
RLV Livestock Inspector	Field 37 1/3	

Occupational Code	Base Hours of Work Designation	Additional Hours of Work Designation
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
SCA Configuration Analyst	Off 36	Field 37 1/3; Reg 36
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	Off 36
SET Engineering Technician	Reg 37 1/3	Off 36
SFM Fire Meteorologist	Off 36	Reg 36
SFP Facilities Planner	Field 37 1/3	Off 36
SFT Forestry Technician	Field 37 1/3	
SGE Geologist	Field 37 1/3	Off 36; Reg 37 1/3
SGI Geographic Information System (GIS) Analysts	Off 36	Field 37 1/3; Reg 36
SHM Highways Material Manager	Field 37 1/3	
SIB Business Analyst	Off 36	Reg 36; Field 37 1/3
SID Information/Data Analysts	Off 36	Field 37 1/3; Reg 36
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; Reg 37 1/3
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	Off 36
SRT Resource Technologist	Field 37 1/3	Off 36; Reg 36; Reg 37 1/3
TAA Trades Apprentice	Reg 37 1/3	Field 37 1/3
TAD Apprentice Parts Person	Reg 37 1/3	
TAM Journeyperson Aircraft Mechanic	Reg 37 1/3	Field 37 1/3
THE Journeyperson Heavy Equipment Mechanic	Reg 37 1/3	Field 37 1/3
TJA Journeyperson Mechanic	Reg 37 1/3	Field 37 1/3
TJC Journeyperson Carpenter	Reg 37 1/3	Field 37 1/3
TJE Journeyperson Electrician	Reg 37 1/3	Field 37 1/3; Off 36

Occupational Code	Base Hours of Work Designation	Additional Hours of Work Designation
TJI Journeyperson Painter	Reg 37 1/3	
TJL Journeyperson Locksmith	Reg 37 1/3	
TJM Supervisory Journeyperson	Reg 37 1/3	Field 37 1/3
TJP Journeyperson Plumber	Reg 37 1/3	
TJR Journeyperson Refrigeration and Air Conditioning	Reg 37 1/3	
TJS Journeyperson Instrumentation	Reg 37 1/3	
TJW Journeyperson Welder	Reg 37 1/3	Field 37 1/3
TPP Power Plant Engineer	Reg 37 1/3	Field 37 1/3; Off 36
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

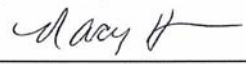
TEACHERS

As a result of bargaining, ministries that employ "Teachers" have agreed to amend their policies to provide a maximum of 5 professional development days per year.

Signed June 24, 2013, in the City of Regina, Province of Saskatchewan,
in the presence of:



Cam Swan, Chair
Public Service Commission

HER MAJESTY IN THE RIGHT OF THE
PROVINCE OF SASKATCHEWAN,
represented by



Nancy Heppner, Minister Responsible for the
Public Service Commission

THE SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION,
represented by

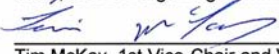
THE SASKATCHEWAN PUBLIC SERVICE
COMMISSION, represented by



Barry Nowoselsky
Chair, SGEU Bargaining Committee



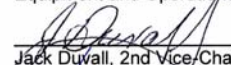
Bridget McLeod
Public Service Commission



Tim McKay, 1st Vice-Chair and Vehicle,
Equipment and Operations Representative



Dorothy Riviere
Public Service Commission



Jack Duvall, 2nd Vice-Chair and
Trades and Technical Representative



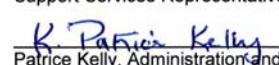
Valerie Bayer
Corrections, Public Safety and Policing



Curtis Woytiuk,
Support Services Representative



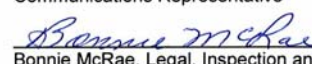
Kerry Wrishko
Environment



Patrice Kelly, Administration and
Communications Representative



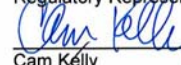
Bill Pacholka
Highways and Infrastructure



Bonnie McRae, Legal, Inspection and
Regulatory Representative



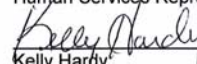
Josh Thomas
Public Service Commission



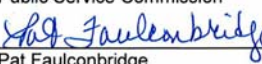
Cam Kelly
Human Services Representative



Nathan Hagen
Public Service Commission



Kelly Harby
Labour Relations Officer



Pat Faulconbridge
Social Services



Cory Hendriks
Labour Relations Officer

LETTER OF UNDERSTANDING #143

MODIFIED HOURS OF WORK

MINISTRY OF SOCIAL SERVICES

In accordance with Article 43.4.4.1, it is agreed between the parties that the hours of work arrangement to be established at the local level for employees of Young Offender/Child Care facilities shall be implemented in accordance with the following provisions:

1. The employees shall work an averaging period based on the needs of the facility, the length of which will be established by local agreement. The hours to be worked in the averaging period will be calculated in accordance with Article 43.4.4.1(A) of the Collective Agreement. The calculation of hours to be worked shall be as follows:

The number of weeks in an averaging period times five (5) days minus the number of earned days off and designated holidays within the averaging period times eight (8) hours.

For each designated holiday worked the hours to be worked in the averaging period will be further reduced by the difference between the actual hours worked and 8.

Management shall schedule all hours required to be worked within an averaging period.

For the purpose of pay calculation, hours worked shall include approved annual vacation, sick leave and leaves of absence with pay.

2. The shift schedule shall be established in accordance with Article 43.4.4.1. Shift schedules will be posted one averaging period in advance of the commencement of the next averaging period. The schedule shall indicate regular work days, assigned training sessions, staff meetings, earned days off, days of rest, and designated holidays. Designated holidays shall be non-transferable. Daily on duty and off duty times for each shift will be designated on the schedule. When developing the shift schedule for local agreements the following guideline shall apply to establish the target working hours for the averaging period:

The number of weeks in the averaging period x five (5) days less the number of earned days off in the averaging period x eight (8) hours.

3. Assigned staff training hours normally scheduled in an averaging period may be carried over to the next averaging period provided it is identified on the schedule and used in the next averaging period. Reassignment of scheduled training shall be by mutual agreement.
4. Management shall do a reconciliation of the hours of work of an employee being move out of a shift arrangement during an averaging period. If an employee has an excess of hours, overtime shall be paid or placed in the time in lieu bank upon request by the employee. If such time off in lieu cannot be taken within three (3) months from date earned, the employee shall be paid out time in lieu at the employee's current rate unless agreement is reached stating otherwise. If the employee makes a permanent move from one shift schedule to another the hours of the new schedule shall be assumed. Employees shall not be penalized for loss of hours as a result of a shift schedule change.
5. Overtime will be handled in accordance with Appendix C of the Collective Bargaining Agreement.

- 1) Averaging Period Overtime

Overtime is paid for authorized hours worked in excess of the number of hours to be worked in the averaging period.

For the purpose of overtime calculation, the hours worked in the averaging period shall include hours worked, approved annual vacation, sick leave, and leaves of absence with pay.

- 2) Daily Overtime

Provided that payment shall not be made for overtime work under one-half hour, daily overtime shall be paid if the employee works beyond the normal daily shift time. The payment shall consist of one and one-half times the employee's hourly rate for the first four hours worked and double time for all hours worked above four on that day. When daily overtime is paid, these hours are not included in calculating averaging period overtime.


3) Overtime During Scheduled Time Off

Overtime shall be paid if an employee is called in during a period that is scheduled time off as follows:

- If an employee is called in on an assigned day of rest, all hours worked during that day shall be paid at double time.
 - All other hours worked during scheduled time off shall be paid at time and one half.
6. The definition of a day is any twenty-four (24) hour period from the start of a shift.
7. The agreement shall be effective October 1, 1989.
8. Local agreements shall be subject to the approval of the Public Service Commission and the Saskatchewan Government Employees' Union.

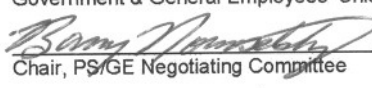
****Previously Renewed/Revised October 30, 1989 and June 19, 2007****
****Last Renewed/Revised May 28, 2010****

Signed on behalf of the Saskatchewan
Public Service Commission



Date: May 28/10

Signed on behalf of the Saskatchewan
Government & General Employees' Union



Chair, PS/GE Negotiating Committee
Date: May 28/10

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

Ministry Wide Joint Labour - Management Councils

The parties will establish a Labour/Management Council at the ministry headquarters level at the request of the union at the ministerial level. The duties of the Council include:

- (a) oversee the effective operation of occupational health and safety committees and programs throughout the ministry;
- (b) study and make recommendations on occupational health and safety matters and their specific application to the ministry; and
- (c) deal with occupational health and safety matters that are referred from the **workplace committees**.

The ministry 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 ministry Council at each meeting with the most recent statistical information on all injuries and illnesses sustained by employees in the ministry 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 (½) 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 Division.

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 Occupational Health and Safety Division, Ministry of **Labour Relations and Workplace Safety**, 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, February 25, 2005,
and March 30, 2007**

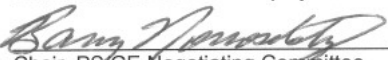
Last Renewed/Revised May 28, 2010

Signed on behalf of the Saskatchewan
Public Service Commission



Date: May 28/10

Signed on behalf of the Saskatchewan
Government & General Employees' Union



Chair, PS/GE Negotiating Committee
Date: May 28/10

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 **four** options.
 - i) Grievance Mediation
 - ii) Expedited Arbitration
 - iii) **Case Management**
 - iv) 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 ministry 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, ie. 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 Ministry Human Resource Service Team
- 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. CASE MANAGEMENT

- **The parties may agree to utilize case management after Step 2 of the grievance procedure.**
- **Processes**
 - **No legal counsel will be used by either party.**
 - **Union Representation: Labour Relations Officer (LRO) and Shop Steward/Negotiating Committee Representative (if required).**
 - **Employer Representation: Labour Relations Consultant and Human Resources Consultant (if required).**
 - **Other participants/observers as agreed by the parties.**
 - **The Arbitrator utilized for Case Management will be agreed to by the parties.**
- **Documents tabled with the Arbitrator:**
 - **Relevant collective bargaining agreement.**
 - **Grievance statement and replies.**
 - **Agreed statement of facts.**
 - **Other relevant information.**
 - **Any cases that parties intend to rely on that are unique to Saskatchewan.**
 - **A Case Management Document reflecting each party's position and argument (typically one to six pages).**
 - **The exact issue that the parties want decided.**
 - **The number of cases scheduled in one day will be determined on the complexity of each case.**
- **Procedure Guidelines:**
 - **Documents tabled.**
 - **Presentation of Case Management Document.**
 - **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.**
 - **Arbitrator may propose a possible resolution to the parties prior to issuing an award.**
 - **The decision of the Arbitrator will be final and binding on the parties.**

- **The parties will equally share the cost of fees and expenses of the Arbitrator.**
- **The grievance may be removed from Case Management Process at any time, prior to the hearing.**

iv. 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 **ministries**, 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, February 25, 2005,
and March 30, 2007****
****Last Renewed/Revised May 28, 2010****

Signed on behalf of the Saskatchewan
Public Service Commission



Date: May 28/10

Signed on behalf of the Saskatchewan
Government & General Employees' Union



Chair, PS/GE Negotiating Committee
Date: May 28/10

LETTER OF UNDERSTANDING
98-4
DIVERSITY

REGARDING DIVERSITY

The parties to the Collective Agreement wish to acknowledge the late Karen Warner for her contribution to the development and implementation of a Diversity Plan in the Executive Government of Saskatchewan.

Central Joint Diversity Committee

Both parties shall appoint members to the Central Joint Diversity 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 Diversity Committee has ongoing responsibility for the plan that identifies, eliminates and prevents discriminatory policies, practices and barriers. Where barriers are identified, the Central Diversity Committee shall examine any related policies, procedures and practices to make recommendations for change.

To this end, the Central Joint Diversity Committee shall facilitate and approve specific strategies for ministries/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 Diversity Committee shall provide direction or advice to the ministry/agency diversity committees when necessary.

The Central Joint Diversity Committee shall meet with the Joint Diversity Council which consists of ministry/agency diversity co-chairs and coordinators four (4) times per year or as circumstances warrant.

The co-chairs of the Central Joint Diversity Committee or their designates shall meet with each ministry/agency diversity committee a minimum of once per year.

Ministry/Agency Diversity Committees

Ministry/agency diversity 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.

Ministry/agency diversity committees have responsibility for the development, implementation, monitoring, evaluation and updating of Diversity plans in their respective ministries and agencies.

Ministry/agency diversity committees shall provide to the co-chairs of the Central Joint Diversity Committee, copies of their annual reports of the past year's activities and plans for the next year's activities.

Ministries and agencies shall have specific strategies to increase the under-representation of the designated groups.

Ministry/agency diversity committees shall keep and provide minutes to the co-chairs of the Central Joint Diversity Committee.

Ministry/agency diversity committees shall collect minutes from workplace, local and regional committees within their ministries and forward them to the co-chairs of the Central Joint Diversity Committee.

Ministry/agency diversity committees or either co-chair shall refer unresolved issues or difficulties to the Central Joint Diversity Committee for resolution.

Regional Workplace and Local Diversity Committees

Regional workplace and local diversity committees are committees that are formed within the ministry/agency and are responsible to the ministry/agency diversity committee.

TERMS OF REFERENCE FOR THE JOINT DIVERSITY COMMITTEE

Develop a Diversity 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 ministries,
 - 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 diversity 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 'Métis' means an Aboriginal person who self-identifies as Métis, who is distinct from Indian and Inuit, and:
 - a) is a descendent of those Métis 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 Métis Nation and/or Métis 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 ministry/agency Human Resource Service Team who will notify the co-chairs of the Central Joint Diversity Committee.

Persons who are challenged shall provide documentation of proof as a member of a designated group to the ministry or agency Human Resource Service Team.

The ministry or agency Human Resource Service Team shall examine documentation and render a decision and notify the co-chairs of the Central Joint Diversity 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, February 25, 2005,
and March 30, 2007**


Last Renewed/Revised May 28, 2010

Signed on behalf of the Saskatchewan
Public Service Commission



Date: May 28/10

Signed on behalf of the Saskatchewan
Government & General Employees' Union



Chair, PS/GE Negotiating Committee
Date: May 28/10

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);
 - ii) 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 18.4, excepting that seniority shall be granted for the full period of the leave.

Continued.....

****Previously Renewed/Revised February 26, 1999; October 12, 2001, February 25, 2005,
and March 30, 2007****

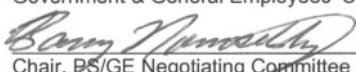
****Last Renewed/Revised May 28, 2010****

Signed on behalf of the Saskatchewan
Public Service Commission



Date: May 28/10

Signed on behalf of the Saskatchewan
Government & General Employees' Union



Chair, PS/GE Negotiating Committee
Date: May 28/10

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 equaling 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, February 25, 2005,
and March 30, 2007****

****Last Renewed/Revised May 28, 2010****

Signed on behalf of the Saskatchewan
Public Service Commission


Date: May 28/10

Signed on behalf of the Saskatchewan
Government & General Employees' Union


Chair, PS/GE Negotiating Committee
Date: May 28/10

LETTER OF UNDERSTANDING 98-7

BETWEEN

SASKATCHEWAN PUBLIC SERVICE COMMISSION

AND

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Re Instructional Family – Hours of Work and Pay Administration

The Hours of work of employees in the occupational codes listed below (Instructional Group) shall be regulated within any working day or series of working days and shall be in accordance with this letter of understanding.

The instructional group, as identified below, are expected to deliver quality educational programming to their students. The employer recognizes that time for preparation, administration, evaluation, meetings, professional development and course development are essential to ensure instructors are afforded the opportunity to fulfil their professional responsibilities. This shall be accommodated within the mandate and client service standards as identified by the Ministry or Agency. With consideration to professional standards; duties, schedules and specific hours of work arrangements may be arranged by local agreement between the Union and the Agency.

It is agreed between the parties that employees in the following occupations:

ICI	- Trades Instructor
ITT, ITT1, ITT2, ITT3	- Teacher Therapist
IA I	- Instructional Assistant

shall, notwithstanding any relevant articles of the Collective Bargaining Agreement or any earlier Letters of Understanding or Special Agreements, be governed by the following provisions:

1. Hours of Work and Pay Administration:
 - (a) for the purpose of this Letter, a school year shall be defined as commencing September 1st and ending the 31st day of August following. When mutually agreed at the local/facility level, the start and end dates of the school year may be modified.
 - (b) a full term employee shall mean a person appointed on the basis of working 197 assigned days per school year. Full term employees shall be paid on a bi-weekly basis in accordance with the bi-weekly rates of pay contained in Pay Schedule 1.

- (c) an employee who is assigned to work in excess of 197 days in a school year shall be paid at the rate of 1/197 of his/her current annual salary for each such day so assigned.
- (d) employees appointed to less than full term positions shall be paid at a rate of 1/197 of their annual salary for each such full day assigned or on an hourly basis for any assignment of less than a full day. However, if it is known at the time of the appointment that the assignment will be of a minimum duration of 90 consecutive calendar days, the employee shall be paid on a bi-weekly basis until the end of such appointment at which time a reconciliation of the salary paid to that date and actual salary entitlement to that date based on 1/197 of the annual salary for each assigned day worked shall be conducted.
- Any monies owing shall be paid to the employee and any monies overpaid shall be recovered from the employee.
- (e) In the event an employee is dismissed, resigns, promotes, demotes or transfers from the classifications listed above prior to the completion of the full school year, or the completion of the 197 assigned days a reconciliation of the salary paid to that date and actual salary entitlement to that date based on 1/197 of the annual salary for each assigned day worked shall be conducted. Any monies owing shall be paid to the employee and any monies overpaid shall be recovered from the employee.
- (f) In the event an employee commences employment in a full term position at such time other than the normal start of that program, she shall be paid on a bi-weekly basis in accordance with the rates of pay contained in Pay Schedule 1 until the normal end of such program or the end of the school year, whichever occurs first, at which time a reconciliation of salary paid to that date will be carried out in accordance with (d) above.
- (g) A full term employee shall be entitled in each school year a minimum of four consecutive weeks of unassigned days. Unless by mutual agreement, the four week period shall fall between July 1 and August 31. All other unassigned days may be set out in policy by management.
- (h) All unassigned days in a school year shall constitute full recognition of and full payment for any vacation leave, (excepting the special vacation leave benefits of the Northern District Allowance provisions), designated holidays, days of rest and earned days off that may otherwise have been provided by the Collective Agreement.

- (i) Full term employees who, as a result of approved leave of absence without pay, do not complete 197 assigned days in a school year, shall be subject to a reconciliation of the salary paid during the school year and actual salary earned. Their salary cheque for the final bi-weekly pay period of the school year shall be adjusted to compensate for the amount owing as shown by the reconciliation.
- (j) For the purpose of salary determination on promotion, demotion, transfer and temporary assignment of higher duty assignments, the salary shall be determined on the basis of the hourly rates.

2. Probationary Period:

Subject to the general provisions of all probation articles of the Collective Agreement, all employees, except term, shall serve a twelve (12) or twenty-four (24) month initial probationary period, based on the following:

- (a) every employee working a minimum of 80 days per year shall serve a probationary period of twelve (12) calendar months;
- (b) if the employee is working less than 80 days per year, he shall serve a probationary period of twenty-four (24) calendar months.

3. Increments:

Subject to the general provisions of all increment articles of the Collective Agreement, an employee shall be entitled annually to an increment within his/her pay range providing the employee has worked 197 assigned days.

4. Sick Leave:

Subject to the general provisions of all sick leave articles of the Collective Agreement, an employee shall earn sick leave on the basis of one and one-half days for each 20 full assigned days worked, subject to a maximum of 15 days per year. Effective October 1, 2002, an employee shall earn sick leave prorated on the basis of assigned days paid as a proportion of 197, subject to a maximum of 15 days per year.

5. Termination:

When termination other than dismissal for misconduct concerns an employee in the instructional group and applies to the end of the school year, notice shall be given not later than May 1 in any year and termination of employment shall be effective on the last day of the school year.

When job abolition as a result of budgetary reduction concerns an employee in the instructional group, notice should normally be given no later than May 1 in any year and termination of employment shall be effective on the last day of the school year, subject to 1. e) above.

Pay Administration for Temporary Market Supplements:

RE: Administration of Supplemented Salary Ranges
Teacher Therapists (i.e. Occupation Codes ITT 1-3)

It is agreed between the parties that, where applicable, the administration of Supplemented Salary Ranges shall be governed by the following provisions:

1. For all appointments, a Recognized Teaching Certificate is mandatory and other academic or trades background must be related to the position being staffed.
2. Assignment of occupation codes to Teacher Therapists shall be determined by the number of years of relevant post-Grade XII training (Saskatchewan Standards) that the employee has:

Occupation Code ITT 1 (Class IV in *The Teacher Certification and Classification Regulations, 2002*)

- a) has completed a minimum of four years of recognized post-secondary education and holds:
 - (i) a Professional "A" Teacher's Certificate; or
 - (ii) a Professional "B" Teacher's Certificate (Endorsed); or
- b) has completed sufficient training so that only one year of additional university education is required to complete a four-year degree and holds one of the following certificates:
 - (i) a Vocational Teacher's Certificate (Endorsed);
 - (ii) a Technical Teacher's Certificate (Endorsed).

Occupation Code ITT 2 (Class V in *The Teacher Certification and Classification Regulations, 2002*)

has completed a minimum of five years of recognized post-secondary education and holds the certificates and degrees mentioned in one of the following:

- a) a Professional "A" Teacher's Certificate, a Bachelor of Education degree or a degree recognized as equivalent to a Bachelor of Education degree, and a second bachelor's degree;
- b) a Professional "A" Teacher's Certificate, an approved bachelor's degree and one year of graduate study;
- c) a Professional "A" Teacher's Certificate and an approved four-year bachelor's degree other than a Bachelor of Education degree; or a Professional "A" Teacher's Certificate and an Additional Qualification Certificate; or a Professional "B" Teacher's Certificate (Endorsed), an approved three-year bachelor's degree and one year of graduate study;
- d) a Professional "B" Teacher's Certificate (Endorsed) and an approved four-year bachelor's degree other than a Bachelor of Education degree;
- e) a Vocational Teacher's Certificate (Endorsed) and a Bachelor of Education degree or a degree recognized as equivalent to a Bachelor of Education degree;
- f) a Technical Teacher's Certificate (Endorsed) and a Bachelor of Education degree or a degree recognized as equivalent to a Bachelor of Education degree.

Occupation Code ITT 3 (Class VI in *The Teacher Certification and Classification Regulations, 2002*)

has completed a minimum of six years of recognized post-secondary education and holds the certificates and degrees mentioned in one of the following:

- a) a Professional "A" Teacher's Certificate, a Bachelor of Education degree, a second bachelor's degree and one year of graduate study;
- b) a Professional "A" Teacher's Certificate, a Bachelor of Education degree and two years of graduate study;
- c) a Professional "A" Teacher's Certificate, an Honours degree and a Bachelor of Education degree;
- d) a Professional "A" Teacher's Certificate, an approved bachelor's degree and a Masters of Education degree; or a Professional "A" Teacher's Certificate, a Bachelor of Education degree, an Additional Qualification Certificate and one year of graduate study;
- e) a Vocational Teacher's Certificate (Endorsed), a Bachelor of Education degree and one year of graduate study;
- f) a Technical Teacher's Certificate (Endorsed), a Bachelor of Education degree and one year of graduate study.

3. When an employee qualifies to go from one occupational code to another, the salary rate in the Supplemented Salary Range shall be adjusted on the basis of the following rules:


- (a) The onus shall rest on the employee to submit satisfactory evidence certifying to his higher qualifications and the effective date thereof, such evidence to be confined to an official transcript or official letter (if degree) from the granting authority.
- (b) The effective date of the change in temporary market salary supplement shall be on the first day of the pay period following submission of documentation to the Employer indicating the successful completion of course requirements.
- (c) It shall be the responsibility of instructors to notify their department upon successful completion of all course work and particularly of qualifications for the next higher range.
- (d) The department shall be responsible for initiating the documents for any such salary adjustment.
- (e) The salary rate shall be adjusted in accordance with Article 14.1.6 A) 2 of the Collective Agreement.

Continued...


**Previously Renewed/Revised February 26, 1999; October 12, 2001, February 25, 2005,
and March 30, 2007**

Last Renewed/Revised May 28, 2010

Signed on behalf of the Saskatchewan
Public Service Commission


Date: May 28/10

Signed on behalf of the Saskatchewan
Government & General Employees' Union


Chair, PS/GE Negotiating Committee
Date: May 28/10

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 **June 30, 2013**.

Continued.....

**Previously Renewed/Revised February 26, 1999; October 12, 2001, February 25, 2005,
March 30, 2007 and May 28, 2010**
Last Renewed/Revised June 24, 2013

Signed on behalf of the Saskatchewan
Public Service Commission

Signed on behalf of the Saskatchewan
Government & General Employees' Union

"Bridget McLeod"

"Barry Nowoselsky"

Chair, PS/GE Negotiating Committee

Date: June 24, 2013

Date: June 24, 2013

**Supplemented Salary Ranges
(Effective June 30, 2012)**

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 CHT				
Health Transition Consultant				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
11	\$38.053	\$46.309	\$33.595	\$42.098
12	\$41.859	\$50.942	\$36.954	\$46.310
Occupation Group CTL				
Translator				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$32.632	\$40.889	\$23.369	\$29.286
Occupation Group CMA				
Municipal Administration Advisor				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
10	\$34.373	\$43.070	\$30.540	\$38.271
11	\$37.123	\$46.515	\$33.595	\$42.098
12	\$40.093	\$50.236	\$36.954	\$46.310
Occupation Group CSE				
Program Consultation - Curriculum Development & Co-ordination				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
9	\$30.436	\$37.050	\$27.763	\$34.792
10	\$33.482	\$40.758	\$30.540	\$38.271
11	\$38.877	\$47.320	\$33.595	\$42.098
12	\$42.078	\$51.219	\$36.954	\$46.310
13	\$45.545	\$55.423	\$40.649	\$50.940

Occupation Group FAT				
Finance and Revenue – Accountant				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
8	\$27.766	\$34.792	\$25.237	\$31.629
9	\$29.988	\$37.574	\$27.763	\$34.792
10	\$32.387	\$40.581	\$30.540	\$38.271
11	\$34.977	\$43.827	\$33.595	\$42.098
Occupation Group FAU				
Finance and Revenue-Auditor				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
10	\$37.697	\$45.927	\$30.540	\$38.271
11	\$39.959	\$48.623	\$33.595	\$42.098
12	\$42.357	\$51.542	\$36.954	\$46.310
Occupation Group FLN				
Finance & Revenue - Land Negotiator (Highways)				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
8	\$32.831	\$39.947	\$25.237	\$31.629
10	\$37.819	\$46.041	\$30.540	\$38.271
Occupation Group FTA				
Finance and Revenue-Tax Auditor				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$28.909	\$35.173	\$23.369	\$29.286
8	\$30.643	\$37.284	\$25.237	\$31.629
9	\$32.480	\$39.520	\$27.763	\$34.792
10	\$34.429	\$41.889	\$30.540	\$38.271
11	\$ 36.496	\$44.405	\$33.595	\$42.098
12	\$ 38.686	\$47.069	\$ 36.954	\$46.310

Occupation Group GPI				
General Operations - Pilot				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
8	\$31.007	\$38.851	\$25.237	\$31.629
9	\$34.109	\$42.737	\$27.763	\$34.792
10	\$37.518	\$47.011	\$30.540	\$38.271
11	\$41.271	\$51.712	\$33.595	\$42.098
12	\$45.398	\$56.882	\$36.954	\$46.310
Occupation Group HCP				
Child and Youth Protection Worker				
Level	Supplemented Salary Range		Regular Range	
	June 30/13 Minimum	June 30/13 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
8	\$25.994	\$32.578	\$25.237	\$31.629
9	\$28.596	\$35.836	\$27.763	\$34.792
10	\$31.334	\$39.266	\$30.540	\$38.271
11	\$34.468	\$43.193	\$33.595	\$42.098
Occupation Group HWN				
Human Services-Nurse				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
9	\$38.781	\$47.182	\$27.763	\$34.792
10	\$41.108	\$50.012	\$30.540	\$38.271
11	\$43.574	\$53.012	\$33.595	\$42.098
12	\$46.189	\$56.194	\$36.954	\$46.310
13	\$48.960	\$59.566	\$40.649	\$50.940
Occupation Group IT1				
Instructional - Teacher Therapist (Former Range 4 Instructor)				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
9	\$31.781	\$38.677	\$27.763	\$34.792
10	\$34.957	\$42.545	\$30.540	\$38.271
11	\$38.454	\$46.801	\$33.595	\$42.098
12	\$42.302	\$51.480	\$36.954	\$46.310
13	\$46.531	\$56.628	\$40.649	\$50.940

Occupation Group IT2				
Instructional - Teacher Therapist (Former Range 5 Instructor)				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
9	\$33.389	\$40.604	\$27.763	\$34.792
10	\$36.699	\$44.667	\$30.540	\$38.271
11	\$40.369	\$49.133	\$33.595	\$42.098
12	\$44.405	\$54.045	\$36.954	\$46.310
Occupation Group IT3				
Instructional - Teacher Therapist (Former Range 6 Instructor)				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
9	\$35.315	\$42.971	\$27.763	\$34.792
10	\$38.845	\$47.256	\$30.540	\$38.271
11	\$42.734	\$51.997	\$33.595	\$42.098
12	\$47.006	\$57.193	\$36.954	\$46.310
Occupation Group ROY				
Hygiene Specialist				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
12	\$40.649	\$50.940	\$36.954	\$46.310
Occupation Group RPD				
Inspection and Regulatory - Petroleum Development Officer				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$25.237	\$31.629	\$23.369	\$29.286
8	\$27.763	\$34.792	\$25.237	\$31.629
9	\$30.540	\$38.271	\$27.763	\$34.792
10	\$33.595	\$42.098	\$30.540	\$38.271

Occupation Group RRS				
Inspection & Regulatory - Radiation Safety Officer				
	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
10	\$36.245	\$44.127	\$30.540	\$38.271
11	\$39.868	\$48.540	\$33.595	\$42.098
12	\$43.855	\$53.394	\$36.954	\$46.310
Occupation Group SCA				
Science/Technology - Configuration Analyst				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
8	\$29.433	\$35.835	\$25.237	\$31.629
9	\$32.094	\$39.069	\$27.763	\$34.792
10	\$34.998	\$42.595	\$30.540	\$38.271
11	\$38.163	\$46.434	\$33.595	\$42.098
12	\$41.616	\$50.664	\$36.954	\$46.310
13	\$45.382	\$55.220	\$40.649	\$50.940
Occupation Group SEI				
Irrigation Technologist				
Level	Supplemented Salary Range		Regular Range	
	June 30/13 Minimum	June 30/13 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
6	\$25.609	\$32.093	\$21.638	\$27.117
7	\$27.657	\$34.660	\$23.369	\$29.286
8	\$29.868	\$37.433	\$25.237	\$31.629
9	\$32.858	\$41.176	\$27.763	\$34.792
Occupation Group SFP				
Facilities Planner				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
12	\$42.537	\$51.775	\$36.954	\$46.310

Occupation Group SFR				
Forester				
Level	Supplemented Salary Range		Regular Range	
	June 30/13 Minimum	Jun 30, 2013 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
9	\$29.284	\$36.699	\$27.763	\$34.792
10	\$32.214	\$40.368	\$30.540	\$38.271
Occupation Group SGI				
Science/Technology - Graphical Information				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
6	\$23.571	\$28.691	\$21.638	\$27.117
7	\$25.462	\$30.984	\$23.369	\$29.286
8	\$29.433	\$35.835	\$25.237	\$31.629
9	\$32.094	\$39.069	\$27.763	\$34.792
10	\$34.998	\$42.595	\$30.540	\$38.271
11	\$38.163	\$46.434	\$33.595	\$42.098
12	\$41.616	\$50.664	\$36.954	\$46.310
13	\$45.382	\$55.220	\$40.649	\$50.940
Occupation Group SID				
Science/Technology - Information/Data Analyst				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
8	\$29.433	\$35.835	\$25.237	\$31.629
9	\$32.094	\$39.069	\$27.763	\$34.792
10	\$34.998	\$42.595	\$30.540	\$38.271
11	\$38.163	\$46.434	\$33.595	\$42.098
12	\$41.616	\$50.664	\$36.954	\$46.310
13	\$45.382	\$5.220	\$40.649	\$50.940

Occupation Group SIT				
Science/Technology - Information Technology Analyst				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
6	\$23.571	\$28.691	\$21.638	\$ 27.117
7	\$25.462	\$30.984	\$23.369	\$29.286
8	\$29.433	\$35.835	\$25.237	\$31.629
9	\$32.094	\$39.069	\$27.763	\$34.792
10	\$34.998	\$42.595	\$30.540	\$38.271
11	\$38.163	\$46.434	\$33.595	\$42.098
12	\$41.616	\$50.664	\$36.954	\$46.310
13	\$45.382	\$55.220	\$40.649	\$50.940
Occupation Group SLS				
Science/Technology - Lab Scientist				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
10	\$34.422	\$41.879	\$30.540	\$38.271
11	\$36.833	\$44.813	\$33.595	\$42.098
12	\$39.411	\$47.950	\$36.954	\$46.310
13	\$41.774	\$52.352	\$40.649	\$50.940
Occupation Group SLT				
Science/Technology - Lab Technician				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$28.101	\$34.187	\$23.369	\$29.286
8	\$30.067	\$36.579	\$25.237	\$31.629
9	\$32.168	\$39.140	\$27.763	\$34.792
10	\$34.422	\$41.879	\$30.540	\$38.271
11	\$36.833	\$44.813	\$33.595	\$42.098

Occupation Group SPH				
Science/Technology – Pharmacist				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
10	\$42.066	\$51.194	\$30.540	\$38.271
11	\$44.589	\$54.265	\$33.595	\$42.098
12	\$47.265	\$57.521	\$36.954	\$46.310
13	\$50.100	\$60.973	\$40.649	\$50.940
B & S Trades Occupation Group TAM				
Aircraft Maintenance Engineers				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
8	\$28.150	\$34.252	\$25.237	\$31.629
9	\$30.966	\$37.677	\$27.763	\$34.792
10	\$34.063	\$41.445	\$30.540	\$38.271
B & S Trades Occupation Group TJC				
Carpenter				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$25.871	\$31.476	\$23.369	\$29.286
9	\$31.306	\$38.088	\$27.763	\$34.792
B & S Trades Occupation Group TJE				
Electrician				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$27.015	\$32.872	\$23.369	\$29.286
8	\$29.177	\$35.499	\$25.237	\$31.629
B & S Trades Occupation Group TJI				
Painter				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
5	\$23.958	\$29.147	\$20.036	\$25.107
7	\$25.871	\$31.476	\$23.369	\$29.286

B & S Trades Occupation Group TJM				
Supervisor Journey person				
	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
Level 8	\$28.458	\$34.625	\$25.237	\$31.629
B & S Trades Occupation Group TJR				
Refrigeration & Air Conditioning				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$25.871	\$31.476	\$23.369	\$29.286
B & S Trades Occupation Group TJP				
Plumber				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$25.871	\$31.476	\$23.369	\$29.286
B & S Trades Occupation Group TJS				
Instrumentation				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$25.871	\$31.476	\$23.369	\$29.286
Occupation Group TPP				
Power Plant Engineer				
Level	Supplemented Salary Range		Regular Range	
	Oct. 7/12 Minimum	Oct. 7/12 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
9	\$37.214	\$45.277	\$27.763	\$34.792
10	\$39.446	\$47.995	\$30.540	\$38.271
Occupation Group TPT				
3rd Class Power Plant Engineer				
Level	Supplemented Salary Range		Regular Range	
	June 30/13 Minimum	June 30/13 Maximum	Oct. 7/12 Minimum	Oct. 7/12 Maximum
7	\$25.397	\$31.828	\$23.369	\$29.286

**LETTER OF UNDERSTANDING
#98-12
MAINTENANCE OF THE CLASSIFICATION PLAN**

SECTION A: MAINTENANCE OF THE CLASS PLAN

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. 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 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.

B. 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.

C. 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.
 - Persons evaluating jobs must not have a vested interest 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 permanent employees have a right to request a review of such changes.
3. The right to due process:
 - Job evaluation factors and comparative descriptions will be available on the Public Service Commission website.
 - 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, consultant 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.

D. No Discrimination

In the application of the 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; ½ of the committee shall be replaced every 2 years.
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 and three (3) members of management chosen by their respective parties, **including one (1) representative from the Staffing and Classification Solutions Branch and one (1) staff representative of the SGEU.**
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:
 - a. To jointly approve job description forms.
 - b. To develop and maintain an educational program regarding the principles of the plan.
 - c. To maintain the Notes to Raters through addition, or deletion of content.
 - d. 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.
 - e. 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.
 - f. 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. **Authority to Classify**

Prior to being authorized to independently classify jobs, persons performing job evaluation duties will complete a training program established by the **Staffing and Classification Solutions Branch**, Public Service Commission, and demonstrate practical competence in application of the plan.

Only persons approved by the Public Service Commission shall be authorized to sign off the classification level of any job within the plan. 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.

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 is 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.

A. Right to Appeal

The PS/GE 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.

B. Appealing a Decision

1. **An employee can initiate an appeal in accordance with Article 5.5 of the Collective Agreement and must provide written rationale within ninety (90) calendar days from the date the appellant receives the appeal acknowledgement. Written rationale, validated by management, must be submitted before an appeal is scheduled.**
2. **The consultant will determine if the appellant's rationale is sufficient justification for a higher rating. If it is not, the consultant will have sixty (60) calendar days from receipt of the appellant's rationale to respond and provide rationale in writing.**
3. **Following receipt of the consultant's written rationale, the appellant will have fifteen (15) calendar days to communicate, in writing, her decision to proceed to a formal appeal hearing or to withdraw some or all of the appealed factors. Should a decision not be received within that timeframe, the appeal shall be considered withdrawn.**
4. **If an employee decides to proceed to a formal appeal hearing, as above, the Appeals Coordinator shall schedule a formal appeal hearing and notify the appellant(s), the consultant and the Union, of the date, time and place of the sitting of the Classification Joint Council.**
5. **Only appealed factors are subject to review.**
6. **Notwithstanding the timelines, at any point in the appeal process, the consultant can change a rating decision if a change is warranted after new information comes to light.**

C. 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.

D. Composition of Classification Joint Council

1. For the purpose of review of classification in the SGEU Class Plan, Classification Joint Council shall consist of **four** (4) members, equally split between union and management.
2. 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.

E. Conflict of Interest by Classification Joint Council Members

1. Members of a Classification Joint Council must exempt themselves from a council, or committee prior to the hearing, where a conflict of interest may exist.
2. 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.
3. 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; or
 - For which they are the elected, or acting steward, or the immediate supervisor.

F. Role and Authority of Classification Joint Council

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 Classification Joint Council 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 select a Chair prior to calling the appellants, consultant, witnesses and observers, into the hearing room.
3. 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.

4. Where necessary, to ensure that evidence presented is verified as legitimate duties and responsibilities of the job assignment. It is not the role of Classification Joint Council to adjudicate disputes of job content.
5. 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.
6. 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.
7. 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.
8. To recommend confirmation of the factor rating, or a higher or lower rating, based upon the authorized job description form and to document the rationale supporting that decision.

G. Role of the Chair of Classification Joint Council

1. To excuse any person whose behaviour is inappropriate.
2. To ensure that the question period does not become a discussion. This is to be question and response, both without interruption.
3. To ensure the hearing is run in an expeditious manner and 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 Classification Joint Council take breaks after a certain length of time.
4. In the event that an appeal hearing is running longer than scheduled and the appellants for the next scheduled hearing are waiting, to stop the proceedings and indicate how long the wait might be.

H. Training

No person shall act as Classification Joint Council member without training, as deemed adequate by the Joint Class Plan Maintenance Committee.

I. Role of the Public Service Commission – Human Resources Consultant

1. In this process, the consultant has the authority to obtain information through questioning and written documentation and request substantiation of any statements.

2. At a formal appeal, the consultant is required to provide Classification Joint Council with written rationale as to the basis of the consultant's decision regarding the appealed factors. If additional evidence is provided at a hearing, the consultant is charged with the responsibility to ensure such material is valid and, if necessary, substantiated and that it meets the requirements in the Notes to Rates and full intent of the factor degree.

J. Role Of The Appellant

1. An appellant may appear alone, or with an advocate who can be another employee, or a designate of the union.
2. To provide **written** 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.
3. To have new information not provided in the job description signed and authorized as legitimate duties or authority levels by the manager, so authorized by the permanent head.
4. To bring sufficient copies of any written evidence to the hearing for Classification Joint Council and the consultant.
5. If there is a group appealing, the group will identify its spokesperson, or advocate to the Appeals Coordinator, prior to the hearing. In the event the group has appealed more than one factor, a different spokesperson for each factor will be allowed.

K. Witnesses

1. Appellants, the consultant, or Joint Council may call witnesses, including the appellant's supervisor, or manager.
2. The Appeals Coordinator is to be advised prior to the hearing of any witness(es) who will be attending by the individual who is calling the witness.
3. Witnesses may only answer questions for clarification of job content, or authority.
4. They are not to present a case, nor express their opinion of the rating. Responses are to be individual, without interruption and addressed to **Classification Joint Council**.
5. 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.

L. Observers

1. Observers are not appellants at the specific hearing.

2. Observers cannot participate in any way in any discussion.

M. Rules of Evidence

1. All written evidence must be made available (to all parties) at the hearing.
2. 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; **and**
 - New or additional information presented at a hearing in the form of job content or authority, or examples of work performed. The consultant and/or Classification Joint Council may request verification by requesting such evidence be signed and authorized as legitimate duties or authority levels by the permanent head, or designate.
3. 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 confirmation is received in writing by the consultant.
4. 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.
5. **Where there is a contradiction between information in the job description and the ratings assigned due to the examples of the work performed provided by the appellant and their manager, Classification Joint Council shall base its decision on the examples. It is not the role of the appellants, nor the manager/supervisor to interpret the job evaluation plan. This is the role of Classification Joint Council.**

N. Procedures In The Appeal Hearing

1. Preliminary
 - There shall be no discussion by members of Classification Joint Council with either party prior to the appeal hearing.
 - The Chair shall call appellants, consultants, witnesses and observers, into the hearing room.
 - The Chair ensures that everyone is introduced, **including observers and witnesses.**
 - The Chair outlines the role, authority and procedures of the appeal hearing and the authority of the Classification Joint Council, and outlines that the basis of the evaluation shall be the statement of duties, examples of work and the authority level assigned to the job.

2. Appeal Presentation

- The appellant and consultant shall appear at Council sittings concurrently.
- 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.
- The appellant shall present the rationale for the first factor appealed, without interruption.
- The consultant 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 consultant, 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 Classification Joint Council will determine how such witness(es) came to have first-hand knowledge.
- An opportunity for a short summary rebuttal shall be provided to the consultant. An opportunity for a short summary rebuttal shall then be provided to the appellant. For a group appeal, 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.
- When an appellant has appealed more than one factor, the presentation, questioning and rebuttal process shall be repeated for each factor appealed.
- Before excusing the consultant and the appellant, Classification Joint Council members shall refrain from making statements, comments, or stating personal opinions about what level jobs should be evaluated, nor enter into any debate about the meaning, or interpretation of the factor.

3. Deliberations

- The **Chair** will excuse the consultant and appellant, witnesses and observers after presentation of all appealed factors.
- If the Classification Joint Council requires additional information, it shall request the consultant to obtain it. Such information shall be made available to the appellant.
- 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 is not permitted.
- Moral or monetary issues are not to be considered.
- Classification Joint Council shall determine the appropriate rating by consensus and notify the **Appeals Coordinator**, providing rationale on the form provided. No results are to be released by **Classification Joint Council** members, except to the **Appeals Coordinator**.

- If a rating change is agreed to by consensus, Classification Joint Council shall provide their recommendation to the Appeals Coordinator 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. **If there is no change in ratings, Classification Joint Council shall provide an explanation which will include any additional rationale supporting the assigned ratings. The Appeals Coordinator will forward the recommendation and rationale to Joint Audit Committee, for a decision.**
- In the event that consensus is not achievable, **each member of Classification Joint Council shall provide rationale supporting their recommendation to the Appeals Coordinator who will forward to Joint Audit Committee, for a decision.**

4. Release of Decisions

- No decision shall be released, except to the **Appeals Coordinator**, in writing. The **Appeals Coordinator** shall release final decisions made by Joint Audit Committee.
- Decisions made by Joint Audit Committee are final and binding on the incumbent and the parties to this agreement, and on subsequent incumbents, where there has been no change of duties and responsibilities.

O. Composition of Joint Audit Committee

1. The Joint Audit Committee shall consist of one (1) union and one (1) management representative from the Joint Maintenance Committee. The SGEU and the Commission shall select their own list of persons to function as their representatives to the Joint Audit Committee.
2. **The Joint Audit Committee is subject to the same conflict of interest guidelines and training requirements as Classification Joint Council.**

P. Role and Authority of Joint Audit Committee

1. Joint Audit Committee will render appeal decisions where:
 - a. Recommendations have been made by Classification Joint Council; or
 - b. **Classification Joint Council is unable to reach consensus.**
2. Prior to rendering a decision, the Joint Audit Committee shall consider:
 - the consultant's brief;
 - the appellant's rationale and authorized job description, as at the effective date of the assignment;
 - the Classification Joint Council's **rationale**;
 - Comparative Descriptions;

- the full intent of the degree definitions within the factors;
 - Notes to Raters; and
 - any new information they may request.
3. The Joint Audit Committee may only render decisions on factors adjudicated by Classification Joint Council.
 4. In the event the Joint Audit Committee changes the Classification Joint Council rating, the Joint Audit Committee shall provide written rationale to the **Appeals Coordinator**, consistent with the full content, meaning and intent of the level definitions within the factor, factor definitions and Notes to Raters.
 5. Where Joint Audit Committee does not reach consensus, a Chair shall be brought in, selected in rotation from an agreed-to list of Chairs.

Q. 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.

R. Payment of Members

1. The employer shall provide leave of absence with pay to union members on the Classification Joint Council and Joint Audit Committee.
2. The **Chair** 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.
3. The union shall be responsible for the travel and sustenance expenses of its representatives.

LETTER OF UNDERSTANDING #09 – 1
REHABILITATION PLACEMENT PROCESS

This Letter of Understanding supersedes Letter of Understanding #00-9.

These processes apply to employees returning to work due to a prolonged illness, injury or disability supported by medical documentation.

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 employer is notified that the employee is medically able to return to work and receives the supporting medical documentation along with a current resume.

It is recognized that multiple trial placements may be required and that individuals will often still be covered by insurance programs during much of Phase 1 and may in fact, return to full insurance coverage if trial placements are not successful.

Phase 1 of the rehabilitation process will have a six (6) month time limit. This time limit can be extended if additional time is required to obtain medical reports or in other compelling circumstances as agreed to by the parties.

2. Phase II return to work describes the mandatory processes which apply when placement through Phase I 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. As per Articles 6.1 and 6.2 of the Collective Bargaining Agreement, the rehabilitation placement process may supersede 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, permanent full 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 ministry, labour service work in a different section in a different ministry and permanent full-time, permanent part-time, or term work.

5. Term employees have first consideration for term work in their own ministry 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

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 prorated. The prorating shall be based on the average proportion of full-time hours worked over 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 ministry 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 ministry may provide this option.

D. SEVERANCE PAY AND ENHANCED SEVERANCE

Except for term employees and employees on initial probation, employees who are ready to return from a leave of absence as per Article 18.1.1.3 and chose to resign or retire on immediate pension, may be entitled to severance and enhanced severance payments.

The formula for determining severance payments shall be based on Articles 15.14.1 and 19.6 A) 1. v).

Severance may be accessed at the employees request at either phase of the Rehabilitation Placement Process.

Employees will be required to sign a release document in addition to providing the resignation in order to access severance payments. Employees shall be encouraged to obtain appropriate counselling/financial advice prior to exercising this option.

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. NOTIFICATION OF COMMENCEMENT OF PHASE 1

When Phase I is initiated, the Permanent Head will be notified, in writing, by the Public Service Commission.

G. EXCLUSION FROM PHASE II PROCESS

Employees on initial probation and term employees will not be included in Phase II.

H. 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 subject to seasonal layoff, 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.

I. 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. Salary guarantee received from the employer plus disability income received from the SGEU LTD Plan or government programs (eg. Canada Pension Plan, Workers' Compensation, Saskatchewan Government Insurance) shall not exceed 100% of the employee's pre-disability income.
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 = A (\$2000)
Self Employment Earnings = B (\$1800)
(New or expanded)

Salary Guarantee Income (SGI) formula: $A - (B \times B/A) = \text{SGI}$

$\$2000 - (\$1800 \times \$1800/\$2000) = \$380.00 \text{ SGI}$

- 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 shall be required to provide proof of the amount of employment or self-employment income.

J. EMPLOYEE'S RIGHT TO SALARY GUARANTEE ENDS

1. An employee's right to salary guarantee ends when:
 - i) a permanent position is accepted;
 - ii) a permanent position, which meets medical restrictions is offered;
 - 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 I. 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.

K. REHABILITATION BUMPING PROVISIONS

Provisions applicable to rehabilitation placement bumping are attached as Appendix A.

L. HUMAN RESOURCE MANUAL

Detailed process and procedures shall be developed by the Joint Rehabilitation Committee and following review by the parties, published in the 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 24.1 shall apply. Extensions to the notice period, if recommended by the Joint Rehabilitation Committee, shall be allowed.

Continued.....


**Previously Renewed/Revised February 26, 1999; October 12, 2001, February 25, 2005,
and March 30, 2007**

Last Renewed/Revised May 28, 2010

Signed on behalf of the Saskatchewan
Public Service Commission


Date: May 28/10

Signed on behalf of the Saskatchewan
Government & General Employees' Union


Chair, PS/GE Negotiating Committee
Date: May 28/10

NOTE: For purposes of review the following rehabilitation bumping articles are numbered to correspond with the position abolishment articles of the PSGE collective agreement.

R19.7 Rehabilitation Bumping Provisions

R19.7.1.1 Initiation of Bumping Process for Rehabilitation

The bumping process for rehabilitation shall begin when Phase 1 of the process ends in accordance with Article A.1 of Letter of Understanding 09-1.

R19.7.1.2 Notice to Exercise Bumping Rights

- A) The primary focus in identifying bumping options is within the employee's home ministry.
- 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 Public Service Commission and permanent part-time and permanent labour service employees shall provide notice to his designated ministry official. The designated ministry 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 I of LOU 09-1 (salary guarantee) will no longer apply.

R19.7.1.3 Bumping Time Frame and Salary Continuance

Any permanent employee (permanent full-time, permanent part-time or permanent labour service) who fails to retain employment after Phase II has been initiated, shall be paid by the home ministry at their previous salary rate and hours, in accordance with Articles I and J of Letter of Understanding 09-1.

R19.7.1.4 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 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.
- 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.

R19.7.1.7 Time to Adjust in New Position

A permanent employee returning from a prolonged illness, injury or disability, 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.

PERMANENT FULL-TIME EMPLOYEES

- R19.7.2.2 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.
 - B) 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 **Commission** 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.
- R19.7.2.3 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.
- R19.7.2.4 Optional Bumping Stage
- A) An employee accessing the optional stages of the bumping process shall be offered, if available, a choice of (2) bumping options:

Location Maintenance

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;
 - iii) laterally, in another agency;
 - iv) downward, in another agency;
 - 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 Maintenance

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;
 - ii) in their own agency, in another locality;
 - iii) another agency, own locality;
 - iv) another agency, in another locality;
 - 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.

R19.7.2.5 Employee Not Offered a Position

If an employee is not offered a position through the bumping process, Article I of LOU 09-1 will continue.

R19.7.2.6 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.

R19.7.3.2/3.3 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.

R19.7.3.4 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, if available:

Location Maintenance

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 ministry, across sections.

Downward:

- i) downward, own seniority unit;
- ii) own ministry, across sections;
- 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 Maintenance

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;**
- ii) **another seniority unit, own agency, another locality;**
- 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.

R19.7.3.5 Employee Not Offered a Position

If the employee is not offered a position through the bumping process, Article I of LOU 09-1 will continue.

PERMANENT PART-TIME EMPLOYEES

R19.7.4.2 Bumping Order

- A) The Permanent Head shall determine the occupations and permanent part-time positions to which an employee is qualified to bump, 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.

R19.7.4.3 Employee Not Offered a Position

If an employee is not offered a position through the bumping process, Article I of LOU 09-1 will continue.

TERM EMPLOYEES

R19.7.5 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.

**SGEU LONG TERM DISABILITY PLAN
FACT SHEET**

Application Procedure:

- Application packages are available from any SGEU office and at www.sgeu.org.
- Completed application must be sent to the union head office at 1440 Broadway Avenue, Regina, S4P 1E2, within one year of disability occurrence.
- Applicant is responsible for the payment of any expenses involved in having the initial disability claim form completed by a doctor.

Excess Sick Leave Rebate:

- **If you have accumulated/earned days in your sick bank when you retire or the month you turn 65 you may be entitled to a rebate on your SGEU LTD dues. Please contact the SGEU LTD Plan for further information.**

Contact:

- SGEU Long Term Disability Plan, 1440 Broadway Avenue, Regina, Sask., S4P 1E2
- Telephone: 775-7204 (Regina); 1-800-667-5221 ext. 204

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 **paying their insurance premiums**.
- 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: 775-7204 (Regina)
1-800-667-5221 ext. 204

SGEU INFORMATION

SGEU PS/GE Negotiating Committee

Chairperson: Barry Nowoselsky
1st Vice Chairperson Tim McKay – Vehicle, Equipment and Operations Component
2nd Vice-Chairperson: Jack Duvall - Trades and Technical Component
Members: Cam Kelly - Human Services Component
Bonnie McRae - Legal, Inspection and Regulatory Component
Curtis Woytiuk - Support Services Component
Patrice Kelly - 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.org SGEU website: 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 options (i.e. a life annuity, PEPP Variable Pension Benefit (VP), or a prescribed Retirement Income Fund-pRRIF).
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 (e.g. prescription, eyeglasses) 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
Public Employees Pension Plan	Phone: 787-5442 (in Regina) or Toll-free: 1-877-275-7377 Fax: (306) 787- 0244 Email: pepp@peba.gov.sk.ca	
Public Service Superannuation Plan	Phone: (306) 787-3988 Fax: (306) 787- 8822 Email: pssp@peba.gov.sk.ca	1000-1801 Hamilton St. Regina, SK S4P 4W3
Public Employees Dental Plan Deferred Salary Leave Plan Group Life Insurance Plan Extended Health Care Plan	Phone: (306) 787-3440 Fax: (306) 787-8822 Email: benefits@peba.gov.sk.ca	Website: www.peba.gov.sk.ca

Re: Article 16.1 A) 1.
List of Regional Health Authority Affiliates

All Nations' Healing Hospital
Bethany Pioneer Village
Central Haven Special Care Home
Circle Drive Special Care Home
Cupar and District Nursing Home
Goodwill Manor
Foyer St. Joseph Nursing Home
Lakeview Pioneer Lodge
Lumsden Heritage Home
Lutheran Sunset Home
Mennonite Nursing Home
Mont St. Joseph Home
Oliver Lodge
Porteous Lodge
Providence Place
Qu'Appelle House
Radville Marian Health Centre
Raymore Community Health and Social Centre
Regina Lutheran Home
Santa Maria Senior Citizens Home
Saskatoon Convalescent Home
Sherbrooke Community Centre
Spruce Manor Special Care Home
St. Ann's Senior Citizen's Village
St. Anthony's Hospital
St. Joseph's Health Centre
St Joseph's Home
St. Joseph's Hospital of Estevan
St. Joseph's Hospital of Gravelbourg
St. Paul Lutheran Home
St. Paul's Hospital
St. Peter's Hospital
Stensrud Lodge
Strasbourg and District Health Centre
Sunnyside Adventist Care Centre
Sunset Haven
Villa Pascal
Warman Mennonite Special Care Home
William Booth Special Care Home

Updated June 13, 2013

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