



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**COMMUNICATION, ENERGY AND PAPERWORKERS UNION
LOCAL 481**

AND

**THE SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION**

JULY 1, 2005 - JUNE 30, 2008

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COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
LOCAL 481

JULY 1, 2005 TO JUNE 30, 2008

BOLDED CHANGES ARE RESULT OF NEGOTIATIONS.

ARTICLES OF AN AGREEMENT made in duplicate this 24th day of February, 2008

BETWEEN

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
hereinafter called the "Employer"

ON THE FIRST PART

AND

THE EMPLOYEES of the Saskatchewan Government and General Employees' Union
represented by Local 481 (CEP), hereinafter called the "Union"

ON THE SECOND PART

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LETTERS OF UNDERSTANDING

E.F.A.P.

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SGEU STAFF PREPAID LEAVE PLAN

JOB SHARING

EMPLOYMENT EQUITY

ARTICLE 24 – ANNUAL VACATION

CONVERSION TO INDIVIDUAL SICK BANKS

ARTICLE 1 PURPOSE

1.1 The purpose of this Agreement is to maintain the existing harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment, to provide for an amicable method of settling differences which may from time to time arise, to promote the mutual interest of the Employer and its employees.

1.2 **Mutual Responsibilities**

It is recognized by this Agreement to be the duty of the Employer to explain fully the terms of this Agreement to all its out of scope managers and others engaged in a supervisory capacity and it is recognized to be the duty of the Union to explain fully to its members, its and their responsibilities and obligations under this Agreement.

ARTICLE 2 DEFINITIONS

- 2.1 Casual Employee means one who works less than full time either daily, weekly or monthly and who reports for work when required for overload or relief periods.
- 2.2 Demotion is defined as a movement of an employee from one job to another job that has a lower maximum hourly rate of pay.
- 2.3 Employee or Employees means a person to which the terms of this Agreement apply as indicated in Article 3.1.1 hereof.
- 2.4 The Employer means the Saskatchewan Government and General Employees' Union.
- 2.5 Executive Director of Operations means the Executive Director of Operations of the Saskatchewan Government and General Employees' Union.
- 2.6 Field Employee is one whose designation falls under one of the following job titles: Building Service Worker 1, Building Service Worker 2, Education Officer, Communications Officer, Agreement Administration Advisor, Vocational Rehabilitation Counselor, Organizer, Job Evaluation Officer and LTD Advocate.

- 2.7 Office Employee is one whose designation falls under one of the following job titles: Casual Clerk, Administrative Assistant, Office Support Worker, Membership Information and Production Co-ordinator, Accounting Clerk, Finance Officer, Research Officer, Benefits Plans Administrator, and Information Technology Officer.
- 2.8 Pay Plan means the pay bands as contained in Appendix 'A' and the rules governing its application as contained in Article 20.
- 2.9 Permanent Employee means one who has successfully completed the initial probationary period on appointment to a permanent position.
- 2.10 Permanent Part-time Employee means one who works less than full-time either daily, weekly or monthly, but reports for work on a regularly scheduled basis.
- 2.11 Plural or Masculine/Feminine Terms May Apply: Whenever the singular or feminine/masculine term is used in this Agreement, it shall be considered as if the plural or masculine/feminine has been used where the context of the party or parties hereto so require.
- 2.12 Probationary Period means a period of assessment, the term of which is defined in Article 10, during which the Employer must assess if a newly hired employee is suitable for employment in the job for which they were hired.
- 2.13 Promotion means the movement of an employee from one job to another job that has a higher maximum hourly rate of pay.
- 2.14 Re-employment List means a list consisting of the names of those persons who have been laid off or whose position has been re-evaluated pursuant to Article 20.
- 2.15 Seniority means the length of the employee's service in years/days/hours from the date of initial appointment subject to Article 11.
- 2.16 Technological change includes the introduction by the Employer of a change in his work, undertaking or business that requires new skills or training or a change in his equipment or material from the equipment, or material previously used by the Employer, or a change in the manner in which the Employer carries on his work, undertaking or business related to the introduction of such equipment or material.

- 2.17 Temporary Employee is one who is hired for a specific period of time in accordance with Article 9.
- 2.18 Temporary Performance of Higher Duties shall be defined as the assignment of an employee to perform the duties of a job having a higher maximum hourly rate of pay than the pay band of his home job.
- 2.19 Temporary Vacancy means a position that becomes vacant due to leave of absence, sick leave, or extended vacation longer than seven (7) weeks. Identifiable vacancies of 7 weeks or longer shall be filled.
- 2.20 Transfer means the movement of an employee from one job to another job that has the same maximum hourly rate of pay.
- 2.21 Trial Period means a period of assessment, the term of which is defined in Article 10, during which the Employer must assess if an employee who is demoted, transferred or promoted is suitable for the new job.
- 2.22 Union means Local 481 of the Communication, Energy and Paperworkers Union of Canada.

ARTICLE 3 SCOPE

- 3.1 This Agreement shall apply to:
- 3.1.1 **All employees in accordance with Article 4.1 except the Executive Director of Operations, the Director of Administrative Services, the Controller, the Director of Membership Services and the Executive Assistant. Both parties agree to file joint application to SLRB to change Finance Officer to Controller in the certification order after ratification.**

ARTICLE 4 UNION SECURITY

- 4.1 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. Every new employee shall, within thirty (30) days apply for and maintain membership in the Union, as a condition of his employment.

4.2. No Contracting Out

4.2.1 The Employer agrees that the work of the bargaining unit will be done by its employees, and the Employer will not engage any other party to do work of the bargaining unit unless there is mutual agreement between the Union and the Employer. This clause does not preclude the Employer from engaging legal counsel.

4.3 Work of the Bargaining Unit

4.3.1 Out-of-scope employees shall not perform the work of employees in the bargaining unit so as to displace or result in a reduction in the number of positions in the bargaining unit.

4.3.2 Notwithstanding Article 4.3.1 the parties recognize that Union activities of a short duration normally done by AAA's can be carried out by members of SGEU and out-of-scope staff. This would include teaching of ULDs, Occupational Health and Safety training, handling of grievances and disputes and staff absences of less than seven (7) weeks.

4.3.3 Other activities or projects that the Employer wishes to have performed by persons other than employees must be authorized by agreement between the parties. Such authorization shall not be unreasonably sought nor unreasonably denied.

- 4.3.4
- 1) Staff absences of less than seven (7) weeks shall first be reviewed, in consultation with Local 481, to determine needed coverage.
 - 2) Should coverage be deemed necessary the Employer, in consultation with the Union, shall first offer the work, in accordance with Article 4.3.4 (3) to staff in keeping with the staff-training program. Secondly, such work may be offered to interested Local 481 members. Local 481 members interested in such work shall submit an application for review. If no Local 481 member is assigned, the work may be offered to SGEU members.
 - 3) In all cases, the qualifications required for such assignments shall be based upon the skills, knowledge and abilities required to perform the work that will be done over the seven (7) week period.

- 4) SGEU members interested in being considered for such work shall submit applications which will be reviewed by Management and a Local 481 representative in keeping with Article 4.3.4. (3)
- 5) This selection process and the Union's role therein, shall be in accordance with the provisions of Article 8 (Vacancies & Appointments) but not in determining who among the SGEU candidates would be selected for the work.

4.3.5 Persons doing such work for the Employer shall be paid a trainee rate calculated as 4% (four percent) below the first step of the regular salary range for the job to be back-filled.

4.3.6 Persons employed under this Article from outside of the bargaining unit shall not be required to take out and maintain membership in the Union. They shall have no preference in hiring. The Employer shall deduct a sum equivalent to the basic Union dues payable on all monies earned and shall submit said dues to Local 481.

4.4 Should the Employer merge, amalgamate or combine any of its operations or functions with another organization or otherwise reorganize, the Employer agrees to undertake such merger or amalgamation in keeping with Section 37 (1) of the Trade Union Act in force and effect as of November 2005.

4.5 Should CEP / CEP Local 481 change its name, affiliate or merge with any other Union, or group of Unions, the resulting entity shall retain all the privileges and rights of the former Union and the existing Collective Agreement shall remain in force.

ARTICLE 5 NO DISCRIMINATION

5.1 The Employer agrees that there shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee, by reason of age, sex, sexual orientation, marital status, family relationships, race, creed, colour, national origin, physical disability, place of residence, political activities or religious beliefs, nor by reason of membership in or activity on behalf of the Union.

ARTICLE 6 CHECK-OFF

6.1 The Employer shall, upon receipt of the signed authorization of members of the Union, deduct on behalf of the Union, all dues, initiations, assessments or levies and pay such monies to the Union each month accompanied by a list of employees and the amounts which have been deducted. The Employer further agrees to furnish the Union monthly with the names and addresses of all new employees, those who have resigned, those who have been transferred, dismissed or retired.

ARTICLE 7 GRIEVANCES

7.1 It is the desire of both parties to the 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 the settlement of disputes on a procedural technicality.

7.1.2 Grievance

Every effort shall be made/taken to resolve differences/disputes prior to a grievance being filed.

An employee may initiate a grievance on his own behalf, or the Union on behalf of such employee may initiate grievance action in accordance with the grievance procedure set out in this Agreement.

Where the grievance relates to the interpretation or application of this collective agreement or an arbitration award, employees are not entitled to present the grievance unless he has the approval in writing of the Union or is represented by the Union.

7.2 Names of Stewards

7.2.1 The Union agrees to provide to the Employer a list of those Union officials who are empowered by the Union to act as representatives on grievances, and the Employer agrees to deal with those representatives.

7.3 The grievor and his/her representative shall be accorded leave with pay at all stages of the grievance procedure.

7.4 Rights of Stewards

7.4.1 The Employer agrees that stewards shall not be coerced or intimidated in any way in the performance of their duties, while investigating disputes and grievances.

7.5 Grievances involving non-compliance with the contract must be filed within ninety (90) days of the grievor becoming aware of the matter in dispute.

7.6 Grievances involving issues of payment of money must be filed within one (1) year of the action complained of.

7.6.1 (a) In the event of a difference of opinion or dispute concerning the interpretation or application of this agreement, upon the application of the Union the Executive Director of Operations shall meet, or designate a representative to meet, with the Union within fourteen (14) calendar days of the receipt of the application and attempt to resolve the difference or dispute.

(b) Management agrees to provide to the Union a list of designated Management representatives who are empowered to meet with the Union and attempt to resolve differences, and/or disputes.

7.6.2 In the event that the process as outlined in 7.6.1 does not resolve the matter, the Union may file a formal grievance.

7.6.3 The Union is not required to proceed under 7.6.1, but may instead proceed directly to the filing of a formal grievance.

7.7 Step 1

7.7.1 A grievance shall be submitted in writing to the Executive Director of Operations, who shall render his decision within **fourteen (14) calendar** days with copies to the grievor and his/her representative and the Chairperson of the Grievance Committee.

7.8 Facilities for Grievances

7.8.1 The Employer shall supply the necessary meeting room for the grievance meeting.

7.9 Step 2

- 7.9.1
- i) **If a satisfactory settlement cannot be arrived at Step 1, the Union may refer the grievance to the Administration Committee within thirty (30) calendar days of receipt of the Management response at Step 1.**
 - ii) **In any case, unless agreed otherwise by the Union, a Step 2 meeting shall be held within a one (1) month period following submissions of the grievance to Step 2.**

In the event the Union declines an opportunity to meet at Step 2 within the identified one month period, time limits to meet at Step 2 shall be automatically extended.

7.9.2 The Administration Committee shall notify the grievor, his/her representative and Chairperson of the Grievance Committee of its decision in writing, within **fourteen (14) calendar days** of the Step 2 hearing.

7.10 Step 3 - Arbitration

7.10.1 If a satisfactory settlement is not reached at Step 2, the Union may apply to have the matter determined by a Board of Arbitration. The Union shall make such application within **fourteen (14) calendar days** of receipt of a decision by the Administration Committee.

7.10.2 The Board of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Employer, and a person mutually satisfactory to both parties who shall act as Chairperson.

7.10.3 Arbitration's relating to the termination of an employee shall be heard and a decision rendered within one hundred and twenty (120) calendar days of the termination, unless otherwise agreed to by the parties.

7.11 Arbitration Board

7.11.1 The Union shall nominate its member to the Arbitration Board on the date of application. Management shall nominate its member within fourteen (14) calendar days of receiving the application. The two (2) members shall agree on a Chairperson within fourteen (14) calendar days of being named; if the two (2) parties fail to agree within that time period the procedure and list in Article 7.12 shall apply. The time limits in this clause are mandatory and may only be extended by written consent of the parties.

7.18 Expenses of the Board

7.18.1 Each party shall pay:

1. the fees and expenses of their Nominee.
2. one-half (1/2) of the fees and expenses of the Chairperson.
3. one-half (1/2) of the common expenses of the hearing.

ARTICLE 8 VACANCIES & APPOINTMENTS

8.1 Vacant Positions

When a position becomes vacant, the Employer shall notify the Union within thirty (30) days about the Employer's intention regarding that position, specifying whether the position is to be:

1. filled within thirty (30) days;
2. left vacant temporarily, and if so for how long;
3. re-evaluated and filled within ninety (90) days;
4. abolished.

An extension of time limits can be made by mutual agreement.

8.2 Any person who has been laid off or whose job has been re-evaluated pursuant to Article 20.5 shall have his name placed on a Re-employment List. Persons shall remain on the Re-employment List until they have received three (3) callbacks or until two (2) years have passed, whichever comes sooner.

8.3 When a new position is created, or a permanent or temporary vacancy is to be filled, the Employer shall offer the appointment to the most senior qualified person on the Re-employment List, to the next most senior if that person declines the appointment, and so on until the list is exhausted.

8.4 Permanent part-time employees shall be called on the basis of seniority for any available work within their job title beyond their regularly scheduled work pattern.

8.5 A list commencing with the most senior casual employee, shall be established and maintained. Such lists shall be maintained for employees qualified to work as a Casual Clerk, BSW 1, Office Support Worker, Accounting Clerk and/or Administrative Assistant.

8.5.1 Casuals shall be called to report to work starting with the most senior qualified casual.

If a casual cannot be contacted he/she shall not lose his/her placement in the list.

In the case where the employee does not want to be called, the employee shall notify the employer in writing of such time period.

The employer shall notify the Union upon receipt of written notification immediately.

8.6 All new positions and vacancies which cannot be filled from the re-employment list shall be subject to in-service competition prior to external posting. Upon agreement between the Local and the Employer, internal and external postings may occur simultaneously.

8.7 Job Posting

A competition shall allow a minimum of nine (9) working days for applications to be submitted and shall be announced in the form of a bulletin posted in the offices.

Casual employees, employees on lay off or leaves of absence shall indicate, in writing, which position bulletins they wish to receive, and indicate whether information shall be forwarded via mail or email. A copy of the selection shall be forwarded to the Union. The employee may change the designated positions, in writing, at any time. Such employees shall be informed immediately via mail or email of bulletins of the designated positions.

It is the responsibility of the employee to provide the employer with a current address.

8.7.1 Information on Posting

The bulletin shall set out the following information:

1. job title
2. duties and/or responsibilities
3. qualifications as outlined in the job description
4. pay band
5. hours of work
6. deadline date for applications and other pertinent information
7. initial location

8.7.2 Assessment of Applications

Following the closing date for the receipt of applications the Employer shall notify the Union of those persons applying, and of the time, place and date of assessment of applications and/or interviews. The Union shall have the right to have a panel representative present at meetings convened for the purpose of filling any position covered under the scope of this Agreement.

8.7.3 When a position is to be filled, the Employer shall notify the Union and provide at least three (3) working days notice of their intent to convene a panel. The Union will provide a panel representative who will play a role in the development of qualifications before job posting, and screening applicants. The Union shall further provide a panel representative to play a role in developing the interview guide and be present at the interview. This applies to all jobs posted under the Collective Bargaining Agreement.

8.8 The applicant with the most seniority who has the necessary qualifications as outlined in the job description to do the job shall be appointed to the position. The person involved shall be notified of their appointment within ten (10) days and shall be appointed in the position as soon as possible thereafter.

8.9 Preference in filling the position shall be given to qualified members of the Union based on seniority as of the date of the posting. If no qualified members of the Union applies for the position it will be filled through a competition external to the bargaining unit.

8.10 A copy of the letter of offer to the successful candidate for the position shall be provided to the President of the Local.

- 8.11 When the Employer decides that senior applicant(s) referred to above are not qualified, the reasons for that decision will be set out in a letter to the President of the Union, and the applicant(s). The Union Executive may discuss with the Employer the reasons for their decision.
- 8.12 Upon request, the Employer shall provide an employee who has applied for a position an explanation of the assessment of their application in relation to the required qualifications.

ARTICLE 9 TEMPORARY APPOINTMENTS

- 9.1 When the Employer creates a temporary position the Union shall be notified subject to the following:
- 9.2 The job will be posted in accordance with Article 8.
- 9.3 The term of employment will be indicated **and shall not exceed one (1) calendar year.**
- 9.4 Preference in filling the job shall be in accordance with Article 8.9. In the case of temporary appointments, "qualified" means "the knowledge, skills and abilities required to perform the group of duties or range of duties or tasks and responsibilities required for appointment.
- 9.5 Any such temporary employees shall be subject to the working conditions, benefits and allowances contained in this Agreement, except that a temporary employee may not choose to take time off in lieu of overtime as articulated in Article 22. Remuneration will be in accordance with Appendix 'A' of this Agreement.
- 9.6 The person selected shall, in addition to the benefits indicated in Article 9.5, become a member of the Union.
- 9.7 At the conclusion of the temporary appointment, should there be a need for a permanent position to be created, the permanent job shall be posted in accordance with Article 8.
- 9.8 An employee who accepts a temporary appointment shall, at the conclusion of the temporary appointment, revert to her former job at her former hourly rate of pay, subject to any increments that she would have received had she remained in that job, and with no loss of benefits.

ARTICLE 10 PROBATION & TRIAL PERIODS

10.1 All authorized leaves will count as days worked towards the probationary or trial period.

10.2 All new full-time field employees including temporary employees will be on a probationary basis for the first nine (9) months of their employment.

All new full-time office employees including temporary employees, will be on a probationary basis for the first four (4) months of their employment.

10.3 Employees who work less than full-time shall serve probationary periods as follows: Office employees: eighty-seven (87) days or part days of work; Field employees: one hundred and ninety-seven (197) days or part days of work.

10.4 Upon appointment of a casual, temporary or part-time employee to a permanent position, where that employee has completed a probationary period, there will be no new probationary or trial period if the appointment is to the same *job title*.

10.5 Probationary employees shall have the right to grieve termination.

10.6 Thirty (30) days' notice for extension of probationary or trial period shall be given by either party.

10.7 If the Employer does not notify the probationary or trial employee and the Union in writing prior to the expiration of the probationary or trial period, the employee shall be deemed to have successfully completed the probationary or trial period and shall be a permanent employee.

10.8 A permanent employee who is promoted to a different job shall serve a trial period as specified in this Article.

A permanent employee who demotes or transfers to another job may be required to serve a trial period as specified in this Article.

10.9

Reversion Rights

If during the trial period the successful applicant in the position:

- (a) proves unsatisfactory in the job;
- (b) is unable to perform the duties of the new job; or
- (c) wishes to revert to her former *job*, then

he or any other employee promoted or transferred because of the promotion, demotion or transfer shall revert to his former job and increment date, at the same hourly rate of pay he would have been in, had he remained in the job and without any loss of seniority or benefits.

ARTICLE 11 SENIORITY

11.1 Seniority shall be the length of the employees' service with the Employer subject to the following:

Employees shall earn seniority on the basis of regular hours worked, which will be converted into years, days and hours. Days worked shall include authorized leaves of absence (e.g. vacation leave), but not intervals of non-employment.

11.2 A temporary employee shall retain their seniority during the term of his/her appointment. If a temporary employee is appointed to a permanent position, the employee shall carry over the seniority accumulated during the temporary appointment.

11.3 A casual employee shall retain seniority for a period of one hundred and eighty (180) days from the date of the last day of employment, except where the employee is on an approved leave of absence. If the employee is on an approved leave of absence, the date shall be extended to take into account the duration of the leave.

11.4 Seniority Lists

11.4.1 Seniority lists shall be sent to the Union in January of each year, showing both hourly and daily accumulation for the year, and the total accumulated hours and days.

11.5

Loss of Seniority

Seniority shall be broken for the following reasons:

- (i) Dismissal for cause
- (ii) Resignation
- (iii) Continuous lay-off for a period in excess of two (2) years or until such time as the person has refused three (3) callbacks
- (iv) Failure to report for work within one (1) week after being notified to report following lay-off or approved leave of absence where arrangements have not been made for such late reporting.

11.6

Return to Scope

Upon return to an in-scope job, an employee shall have all previous in-scope seniority restored.

ARTICLE 12 LAY-OFF AND RECALL

12.1

It is agreed that the Employer will inform the Union as far as possible in advance of any need for lay-offs and all instances of job abolishment. Written notice of one hundred and twenty (120) days shall be given to any employee who is to be laid off. Employees shall be paid in lieu of notice if such notice is not given.

12.2

Method of Lay-Off

12.2.1

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off the employee(s) affected, who have the qualifications to fill a job occupied by a less senior employee, shall be offered that job.

12.2.2

The least senior employee(s) displaced shall be placed on a Re-employment List established for every job for which they are qualified.

12.2.3

Adjustment in pay shall be in accordance with the principles set out in Article 20.

12.2.4

An employee who goes on lay-off shall be paid in accordance with Article 15.

- 12.3 Method of Recall
- 12.3.1 Employees shall be recalled in the order of their seniority for their former job or any job for which they are qualified.
- 12.3.2 No new employees shall be hired until those laid off have been given an opportunity of recall provided they are qualified for the job.

ARTICLE 13 PROMOTION

- 13.1 Preference for promotions to all vacant jobs including temporary performance of higher duties will be given to present employees with the greatest seniority and required qualifications.
- 13.2 On the promotion of an employee, his new hourly rate of pay shall be the minimum of the pay band for his new job, except that when this rate yields less than ten (10) per cent, his hourly rate of pay shall be adjusted to reflect at least ten (10) percent subject to the maximum hourly rate of pay of the new pay band.
- 13.3 Temporary Performance of Higher Duties
- 13.3.1 All employees shall be paid according to the promotion formula in Article 13.2 when they are required to perform temporarily the duties of a job with a higher maximum hourly rate of pay. Payments shall be made for each day worked in the job at the higher rate.
- 13.3.2 Temporary Performance of Higher Duties will not be assumed but will be assigned by the Executive Director of Operations, or the Director of Administrative Services, prior to any undertaking of higher level duties.
- 13.4 When Employees are assigned duties he/she considers to be of a higher level, a determination must be made prior to the carrying out of the assignment. Disputes coming about as a result of the work having to be performed can be referred to the normal grievance procedure.
- 13.5 The Employer and the Union agree there is a need for a positive statement of intent to remove any barriers for employment that exist within the scope of this Agreement. The Employer agrees to remove any employment barriers against aboriginal people, visible minorities or persons with disabilities and for fair distribution of jobs for women in the workplace, and will review the administrative policies, hiring procedures and promotional opportunities to that end.

ARTICLE 14 TECHNOLOGICAL CHANGE

- 14.1 In the event of technological change:
- 14.1.1 If an employee's position is rendered redundant, or an employee is displaced from his job as a result of technological change he shall have an opportunity to fill any vacant job for which he has seniority and has the necessary qualifications, and if there is no vacant job, he shall have the right to displace employees with less seniority provided he has the necessary qualifications.
- 14.1.2 Where new or greater skills are required than are already possessed by the affected employees, such employees shall, at the expense of the Employer, be given a reasonable period of time, without reduction of hours or hourly rate of pay, during which they may acquire the necessary skills required by such technological change.
- 14.1.3 No additional employee shall be hired until employees affected by technological change, or employees on lay-off have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.
- 14.1.4 The Employer shall notify the Union six (6) months before the introduction of any technological change, which affects the rights of employees or their wages or working conditions.
- 14.2 Technological change shall be introduced by the Employer only after the Union and Employer have reached agreement regarding the measures to be taken by the Employer to protect the employees from any adverse effects.
- 14.2.1 If the Union and the Employer fail to agree upon such measures, the matter may be referred by either party to arbitration for the purposes of determining such matters, and the technological change shall not be introduced by the Employer until such determination is made and only in accordance therewith.
- 14.3 No employee shall be dismissed, or have his hourly rate of pay or working hours reduced, as a result of technological change.

14.4 Computer Monitors

Employees who are required to work with computer monitors shall do so under the following conditions:

14.4.1 Such employees are entitled to have their eyes examined by an ophthalmologist or optometrist of the employee's choice prior to original assignment and every year thereafter.

14.4.2 The Employer shall grant time off with pay for employees to have such tests, and the Employer shall assume the costs of such tests.

14.4.3 In the event that the eye tests provided for above result in special lenses being prescribed, the Employer will assume the cost of such prescription. For an employee who requires new or altered lenses, the cost shall be covered by the Employer. Special glasses necessary when operating computer monitors will be supplied including frames.

14.4.4 Employees operating computer monitors shall be allowed ten (10) minutes of non-visual display work after one hour of operation and fifteen (15) minutes of non-visual display work after every two (2) hours of operation. This can coincide with regular breaks. In addition to these breaks, the Employer will encourage employees to take several micro-breaks of twenty to thirty (20-30) seconds each hour throughout the day. The Employer, where reasonably practical, shall include non-computer monitor tasks in the job duties of the computer monitor operators and encourage employees to self pace their computer monitor tasks. An employee shall cease operation of such equipment thirty (30) minutes prior to quitting time.

14.4.5 A pregnant employee who has a health concern with computer monitors may request and will be granted a temporary re-assignment of duties at the same hourly rate of pay for the duration of her pregnancy.

ARTICLE 15 SEVERANCE PAY

- 15.1 Where an employee's position has been abolished and
- (a) the employee elects to resign, or
 - (b) the employee elects to go on the re-employment list and who does not receive a call-back before the expiry date of the two (2) year limit, or who rejects a call-back to a position at a headquarters other than that at which he was laid off and subsequently resigns or does not receive a second call-back,

shall be entitled to severance pay on the basis of the following schedule:

<u>Service</u>	<u>Amount In Lieu</u>
less than 3 yrs.	2 wks.
3 yrs. but less than 4 yrs.	3 wks.
4 yrs. but less than 5 yrs.	4 wks.
5 yrs. but less than 6 yrs.	6 wks.
6 yrs. but less than 7 yrs.	8 wks.
7 yrs. but less than 8 yrs.	10 wks.
8 yrs. but less than 9 yrs.	12 wks.
9 yrs. but less than 10 yrs.	15 wks.
10 yrs. but less than 11 yrs.	18 wks.
11 yrs. but less than 12 yrs.	21 wks.
12 yrs. but less than 13 yrs.	24 wks.
13 yrs. and over	24 wks. plus four weeks for each completed year beginning with the 13th year.

- 15.2 Pay will be calculated on the basis of the employee's hourly rate of pay at the time of resignation, or when he last went on the lay-off list.
- 15.3 Employees who leave the service due to job abolition shall be eligible for the gratuity outlined in Article 16.

ARTICLE 16 SEPARATION PAY

16.1 **Separation pay** of \$100.00 per year, after four (4) years, retroactive to year one (1), will be paid to any employee who voluntarily leaves the service, or to the spouse or estate of a person whose death occurs while an employee. Partial years of service shall be pro-rated.

ARTICLE 17 REPORTS, DISCIPLINE, SUSPENSION, DISMISSAL AND DEMOTION

17.1 Both parties agree that every effort will be made through discussion and consultation to attempt to resolve problems, with respect to employee performance prior to the initiation of disciplinary action. The following progressive disciplinary steps shall apply, dependent upon the charge that initiates the disciplinary action.

17.1.2 Copies of all disciplinary documents, or other information placed on an employee's file which might at any time be the basis for disciplinary action, shall be supplied concurrently to the employee and to the Union.

17.1.3 When the Employer wishes to meet with an employee for the purpose of discussing unsatisfactory work performance, the employee, shall be accompanied by his/her steward. This does not preclude the right of the Employer to discuss work assignment or work organization with an employee without a steward present.

17.1.4 An employee shall be given advance notice of any disciplinary hearings, and shall be advised of their right to Union representation. Such notice shall be supplied concurrently to the Union to provide the opportunity for the Union and the employee to consult prior to the hearing.

17.2 **Counselling**

17.2.1 Counselling should normally be the first step undertaken in an attempt to establish work performance required. However, at any time during the corrective discipline process, the Employer may meet with the employee to discuss the employee's work performance in an effort to resolve the problem. If a letter of reprimand has been placed on an employee's file, or after an employee's suspension has been completed, the Employer must arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the problem. More than one (1) counselling meeting may be required.

17.3 Letters of Reprimand

17.3.1 Reprimands shall be recorded by means of a letter of reprimand to the employee within twenty (20) working days of Management becoming aware of the event. This letter shall include the reasons for the reprimand. The letter shall be placed on the employee's file, and the employee and the Union, shall be notified of this placement in writing.

17.3.2 The employee may initiate a grievance, and/or reply in writing. Such reply shall be appended to the letter of reprimand.

17.4 Suspension

17.4.1 Suspension without pay may be effected for just cause. The employee and the Union must be informed in writing of the suspension, the length and the reason for it. This sanction will only be used after written warnings or for a serious offence. A copy of the suspension notice shall be placed on the employee's record.

17.5 Dismissal

17.5.1 Dismissal for just cause may be effected by the Executive Director of Operations, or an out-of-scope designate. The employee shall receive written notice of the action with reasons included. Except in the case of dismissal for gross misconduct, the Employer shall give thirty (30) calendar days' notice in writing or pay in lieu of such notice.

17.6 Demotion

17.6.1 The Employer may demote an employee when that employee cannot perform satisfactorily the duties and responsibilities of his/her position.

17.7 Time Limits on Disciplinary Documents

17.7.1 Disciplinary documents shall be removed from an employee's file after a period of one (1) year, if no other disciplinary documents have been placed on file within that time.

17.8 Benefit Coverage

17.8.1 Benefit coverage pending settlement of disciplinary disputes shall include dental, optical and drug plans and the Employer's contribution to pension and group life plans.

- 17.8.2 An employee shall have the option of contributing the employee's share to group life and pension plans pending resolution of the grievance.
- 17.8.3 This Article shall apply for one (1) year from the date of disciplinary action unless the parties agree it should be extended for extenuating circumstances, one of which would be delay at Arbitration caused by the Chairperson of the Board. In the event the parties fail to agree, the matter may be referred to a Board of Arbitration for settlement.

17.9 Personnel File Information Disclosure

Employees who wish to review the contents of their personnel files may arrange to do so through the Executive Director of Operations.

The Employer must not release personal information to outside sources unless requested, in writing, to do so by an employee or required to do so by law.

ARTICLE 18 COMPLAINTS

- 18.1 Complaints regarding the work performance of an employee must be made, in writing, to the Executive Director of Operations, the Director of Administrative Services, or the President, as appropriate. If any action is taken with regard to such complaint, including entering the complaint on the employee's file, the employee being complained of must be notified, in writing, within twenty (20) working days of the receipt of the complaint.
- 18.2 If any action is taken with regard to such a complaint, the employee may initiate a grievance or submit a written statement replying to the complaint which shall be appended to the complaint. If the Employer wishes to meet with the employee to discuss the complaint, the employee shall be accompanied by their Steward. Any disciplinary action taken in regard to such complaints shall follow the disciplinary process in Article 17.
- 18.3 Investigations under this Article shall commence with the Management meeting with the member and Steward concerned and working out such time lines as are mutually acceptable to conclude an appropriate review.

ARTICLE 19 RESIGNATION

19.1 Employees shall give same notice of resignation as Management must give of termination. An employee who fails to give such notice shall be struck from the payroll effective the date he/she absents himself/herself without leave.

ARTICLE 20 PAY ADMINISTRATION

20.1 Job titles and pay bands shall be as contained in Appendix 'A' attached and forming part of this Agreement.

20.2 Pay days shall be bi-weekly, on alternate Thursdays. When a pay day falls on a holiday or day of rest, it shall be advanced to the nearest preceding working day.

20.3 Annual Increments

20.3.1 A permanent employee shall receive his annual increment on the anniversary date of his initial appointment until he reaches the maximum hourly rate of pay of the pay band for his job.

20.3.2 Casual and temporary employees shall earn increments as follows:

- (a) Employees placed at Step 1 shall remain at such rate for two hundred and nine (209) working days for office employees or two hundred and thirty-five (235) working days for field employees or for twelve (12) months, whichever is later and then shall be eligible to move to Step 2 of the salary scale. Thereafter, such employees shall be eligible to receive one-half (1/2) of one (1) increment for every one hundred (100) days or part days of work until they reach the top step of the salary scale.

20.4 Joint Job Evaluation Plan

20.4.1 The Employer and the Union shall establish and maintain a job evaluation plan, in which jobs are objectively and fairly reviewed to determine the relative value of jobs in the organization using a systemic study and analysis of job duties and responsibilities.

Written job descriptions for each job shall be provided which identifies the group of duties, tasks and responsibilities assigned to a job using the knowledge, skills and abilities required to perform the job.

- 20.4.2 Copies of the Joint Job Evaluation Policies and Procedures Manual as well as all job descriptions, shall be kept in the offices of the Employer and shall be available for inspection to employees during business hours.
- 20.4.3 The Employer shall have the responsibility to rate jobs in the organization in accordance with the Joint Job Evaluation Plan.
- 20.4.4 If the Employer proposes to establish a new job or introduce a new job title, it shall give thirty (30) calendar days notice of such intention to the Union, and upon the request of the Union will negotiate the rate of pay and hours of work designation for such new job or introduction of a new job title.
- After the giving of notice, even if no agreement as to the rate of pay or hours of work designation has been reached, the Employer may nonetheless establish and fill such new job and fix the rate of pay and assign the hours of work designation therefore, subject to Article 20.4.5.
- 20.4.5 If the Union is dissatisfied with the rate of pay fixed by SGEU for such new or revised class, it may, within thirty (30) calendar days of receipt of written notice of the establishment of the rate of pay, grieve under Article 7 hereof, and the decision reached during the Grievance Procedure or Arbitration in respect to the pay rate shall be retroactive to the date of the filling of the vacancy.
- 20.5 Re-evaluation
- 20.5.1 Whenever an employee feels that his assigned duties and/or responsibilities have altered sufficiently to justify a review, he may request a review of his rating in accordance with the Joint Job Evaluation Plan. Employees on probation, temporary, casual and permanent employees in a temporary assignment shall not be entitled to request a review.
- 20.5.2 The Employer will evaluate the job in accordance with the Joint Job Evaluation Plan.
- 20.5.3 If a request for review is received by the Employer not later than the 15th of the month, the re-evaluation, if approved, will be effective from the first day of that month. Otherwise it will be effective the first day of the month next following.

- 20.5.4 When an employee, due to new or additional duties and responsibilities, is moved to a pay band that yields a higher maximum hourly rate of pay, the employee shall be appointed to the higher pay band subject to challenge from other more senior employees. In this instance, the name of the employee and the job duties and/or responsibilities will be posted and a more senior employee, to successfully challenge, must show that the additional duties and responsibilities resulting in the reclassification should have been assigned to him rather than the incumbent.
- 20.5.5 The Executive Director of Operations and a Union representative, shall decide on the validity of challenges.
- If there is no agreement between the Executive Director of Operations and the Union representative, the matter shall be referred to Grievance and Arbitration under Article 7.
- 20.5.6 If the current employee is not qualified for the re-evaluated job, a period of one (1) year will be allowed in which to establish qualifications. If the employee fails to establish minimum qualifications within the one (1) year period, he shall be removed from the job and have his name placed on the appropriate reemployment list and his job shall be filled in accordance with Article 8.
- 20.5.7 When, due to a change in duties and responsibilities an employee's job is re-evaluated, as a result of action initiated by the Employer and the employee fails to meet the qualifications for the re-evaluated job within one (1) year, the employee shall be appointed to the job without transfer rights.
- 20.5.8 If a job is re-evaluated upward and the employee in the job is appointed to the job, he shall be paid as if he were promoted to the job in accordance with the provisions of Article 13.
- 20.5.9 If a job is re-evaluated downward, the employee in the job shall have his name placed on a Re-employment List for a similar job that has the same maximum hourly rate of pay to his job before it was re-evaluated downward.
- 20.5.10 Until it is possible for the Employer to place the employee of a job that has been re-evaluated downward as in Article 20.5.4 his hourly rate of pay will be adjusted as follows:

- (a) if his hourly rate of pay is above the maximum hourly rate of pay of the pay band to which his job has been re-evaluated downward, he shall retain his hourly rate of pay until the maximum hourly rate of pay for the lower pay band overtakes his hourly rate of pay, at which time his hourly rate of pay will be adjusted to the new maximum hourly rate of pay.
- (b) if his hourly rate of pay is below the maximum hourly rate of pay of the higher pay band to which his job has been downgraded, he shall retain his hourly rate of pay until his increment date, at which his hourly rate of pay will be adjusted to the next higher step in the pay band, and he will be entitled to annual increments up to but not beyond the maximum hourly rate of pay of the new pay band.

20.5.11

If within two (2) years subsequent to the downward re-evaluation, an employee is appointed to his former job title, he shall be entitled to return to his former hourly rate of pay in the assigned pay band. If his present hourly rate of pay is above his former hourly rate of pay in the higher pay band but not above the maximum hourly rate of pay of the former job, it will be adjusted upward to a step in the pay band which is closest to his present hourly rate of pay, but in no case will it be above the maximum hourly rate of pay in the pay band.

ARTICLE 21 HOURS OF WORK

21.1

- (a) Employees in the job titles of Research Officer, Information Technology Officer, Benefit Plans Administrator, Finance Officer and Membership Information and Production Co-ordinator will work on the basis of sixty-seven and one-half (67 ½) hours over two (2) weeks. These employees will work five (5) days one week, four (4) the next, within a basic office day of 8:00 a.m. to 5:00 p.m., Monday to Friday. The parties may make any further modifications to the hours of work for these employees as may be mutually agreeable.
- (b) All other full-time office employees will work on the basis of a thirty-two (32) hour work week over a period of four (4) eight hour days providing for office coverage between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday. The parties may make any further modification to the hours of work for those employees who require flexibility between 7:00 a.m. and 6:00 p.m., as may be mutually agreed upon in writing.

- 21.2 The days worked shall be either Monday through Thursday or Tuesday through Friday. Actual rotation shall be determined by mutual agreement.
- 21.2.1 All employees may, with the agreement of Management, switch their scheduled day off from one week to another. Any such change to a scheduled day off will occur within the current or next following hours of work averaging period and shall not normally trigger overtime.
- 21.2.2 The schedule of daily work hours shall be determined by Management. Employees will be assigned to the daily work schedule by mutual agreement between the employees and the Supervisor, subject to the Executive Director of Operations approval.
- 21.2.3 Employees shall be provided with, and required to take, a minimum of a thirty (30) minute lunch break.
- 21.2.4 Starting and quitting times for non full-time staff shall be established by the Executive Director of Operations, subject to Article 21.1 (a) and (b) and Article 21.2.
- 21.3 Full-time field employees will work one hundred and forty-four (144) hours in a four (4) week period. Field employees are not permitted or required to work more than one hundred and forty-four (144) hours in a four (4) week period without specific approval. Employees will work a modified schedule providing for **two (2), three (3) day weekends in the identified four (4) week averaging period, at their discretion.**
- 21.3.1 Building Service Workers 1 shall work no more than six (6) consecutive days without a day off. The shift with the most hours of work each day will be assigned to the most senior employee as per Article 8.4. Building Service Workers 1 are not permitted or required to work more than one hundred and forty-four (144) hours in a four (4) week period without prior approval.
- 21.4 For all listed leaves, eight (8) hours will be credited for each day of leave and will be included as hours worked for the purposes of calculating overtime. These include any leave in accordance with: Article 25 - Sick Leave, Article 27 - Leave of Absence with Pay, and Article 28 - Leave of Absence without Pay. Vacation taken will be recorded to the extent needed to fill that particular one hundred and forty-four (144) hour period.

21.5

Early Closing of SGEU Offices on Christmas Eve

The SGEU offices will close at 12:00 noon on Christmas Eve, or the last working day preceding Christmas Eve, if this day falls on a non-working day.

This constitutes one-half (1/2) day leave with pay for all permanent and temporary employees, whether full-time or part-time.

ARTICLE 22 OVERTIME

22.1 Employees shall not be permitted or required to work overtime unless authorized to do so by the employee's out-of-scope manager.

22.1.1 All overtime will be voluntary.

22.1.2 When overtime is required Local 481 will ensure that adequate staff is made available.

22.1.3 First preference in overtime situations shall be offered to the employee normally doing the job, then by seniority in the job title where the work required is performed.

22.1.4 Employees who are permitted or required to work overtime may choose to be paid for their overtime as specified in this clause, or may choose to take time off in lieu at the rate of one and one-half (1 1/2) hours for every hour worked, or two (2) hours for every hour worked if double time would apply.

The choice of pay or time in lieu must be made in advance of any overtime being worked, and must be agreed to by the appropriate Supervisor before the overtime is worked.

Time off in lieu must be taken within six (6) months of being earned, and shall be taken with the approval of Management.

22.1.5 Employees who are permitted or required to work on their scheduled day off may choose to be paid overtime or take time in lieu, under the same conditions as apply in Article 22.1.4.

Employees may not schedule themselves to work on a scheduled day off unless there is written approval in advance to do so. Authorizations after the fact may be approved in extraordinary circumstances that are beyond the control of the employee.

22.2. Subject to Article 21.2.1, field employees shall be paid overtime for any hours worked in excess of one hundred and forty-four (144) hours in a four (4) week period at the rate of time and one-half (1 1/2) and shall be granted the option of taking time off in lieu of overtime pay.

22.3 Office employees required to work overtime of more than two (2) hours on a regular working day and/or through the dinner or supper hours on a Saturday, Sunday, scheduled day off, or designated holiday, shall receive a meal allowance at the regular rates except where the meal is supplied.

22.4 Payment for authorized overtime worked by an employee referred to in Articles 21.1 (a), (b) or 21.2.4, on a regular working day or scheduled day off, shall be made at one and one-half (1 1/2) times the employee's hourly rate for the first four (4) hours worked and at double (2) time for all hours worked above four (4) on that day. All hours worked on the first and second day of rest shall be at the rate of double (2) time with a minimum guarantee of three (3) hours' pay at double (2) time.

22.5 An employee who is not in receipt of a mileage allowance for the use of his or her personal car for Employer business, shall receive an allowance as per Article 31 or shall be provided with transportation when the overtime assignment begins after the scheduled stop times or on days outside of regular schedule.

22.5.1 Office employees will be guaranteed four (4) hours at overtime rates for any call-back referred to in 22.5.

22.6 Calls after Hours

- (a) The Employer agrees that office employees should not be telephoned at home outside of work hours. Where this becomes an issue the employee should bring the matter to the attention of her Supervisor. The Supervisor shall take the necessary steps to ensure the employee is not interrupted on her own time.
- (b) An office employee, who has left her place of work, and receives a phone call from the Employer or designate and is required to provide off site assistance 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 thirty (30) minutes at regular rates of pay, whichever is greater.

22.7 The Building Service Worker will be guaranteed three (3) hours pay for any call-back which necessitates him to return to the building over and above his normal working arrangements (e.g. checking equipment on weekends, returning to unlock or lock building in response to call from committees, etc.).

22.8 Supplementary Earnings

In respect of supplementary earnings an employee shall receive, together with his cheque for such supplementary earnings, vacation pay thereon at the rate specified in Article 24.

ARTICLE 23 DESIGNATED HOLIDAYS

23.1 Leave of absence with pay shall be allowed for New Year's Day, **Family Day**, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, days between Christmas and New Year's, and the PS/GE floating statutory holiday. Any Federal/Provincial holidays subsequently declared, and if the PS/GE floater falls on an existing holiday a personal floater will be given. The Employer and the Union agree to provide reasonable accommodation for employees of non-Christian faith for significant religious holidays.

If an employee's scheduled day off falls on a designated holiday, the scheduled day off shall be moved to the next working day or to a day mutually agreed to between the employee and Management.

23.2 Christmas Day, Boxing Day and New Year's Day

23.2.1 With the exception of Christmas, Boxing and New Year's Days, when any of the above holidays fall on a Sunday, the following Monday shall be deemed to be a holiday in lieu thereof.

23.2.2 With the exception of Christmas, Boxing and New Year's Days, when any of the above holidays falls on a Saturday, the Union and the Executive Director of Operations shall agree on another working day, either the preceding Friday, or the following Monday, to be observed as the holiday in lieu thereof.

23.2.3 If Christmas and Boxing Day fall on Saturday and Sunday, the preceding Friday shall be designated Christmas and the following Monday shall be Boxing Day.

- 23.2.4 If Christmas falls on Sunday, the following Tuesday shall be designated Christmas.
- 23.2.5 If Christmas falls on Friday and Boxing Day on Saturday, the following Monday shall be designated Boxing Day.
- 23.2.6 If New Year's Day falls on a Saturday or Sunday, the following Monday shall be designated as New Year's Day.
- 23.3 A permanent full-time employee who is required to work on a holiday shall be entitled to leave of absence with pay of two (2) days in lieu of said holiday provided that if such leave of absence with pay cannot be granted, the employee shall be paid in addition to his regular pay, at the rate of two (2) times the regular pay for the holidays worked. A minimum guarantee of three (3) hours at the rate of time and one-half (1 1/2) or a total of four and one-half (4 1/2) hours time off or pay in lieu, shall be granted to an employee when less than a full day is worked.
- 23.4 Permanent part-time employees shall be entitled to time and one-half (1 1/2) off or pay in lieu for all hours required to be worked on a holiday, in addition to their regular pay.
- 23.5 Temporary and casual employees shall be paid at the rate of time and one-half (1 1/2) for all hours required to be worked on holidays, in addition to any other pay to which they may be entitled for the holiday.
- 23.6 If a holiday or holidays falls within the vacation period assigned to or chosen by an employee, he shall also receive an extra day's holiday in lieu of each holiday.
- 23.7 Temporary and part-time employees shall be paid for all Designated Holidays if they are regularly scheduled to work on that day. If a part time employee is not scheduled to work on a designated holiday, they shall be paid holiday pay in keeping with The Labour Standards Act.
- 23.8 Casual employees shall be paid in lieu of Designated Holidays at the rate of 5.4% (five point four percent) of total earnings on each pay cheque.

ARTICLE 24 ANNUAL VACATION

24.1 Employees shall be credited on **January 1** of each year with the appropriate number of vacation days for the coming year, as per Article 24.2. This leave is to be taken annually and at a time agreed upon by the Executive Director of Operations.

24.1.1 Employees may receive pay, in advance, for their approved vacation period on the last pay cheque prior to the first day of vacation.

24.1.2 When an employee will become eligible for vacation leave for long service as per Article 24.2, they shall, on **January 1**, be credited with the additional days pro-rated from the employee's anniversary date to the end of the vacation year. The vacation year shall be **January 1 to December 31**.

24.1.3 New employees will be credited on the day they begin their employment with a number of vacation days proportionate to the number of months remaining before **January 1**.

For a part month of service, an employee shall be paid an appropriate percentage of his earnings for that month based on vacation leave entitlement as determined above.

24.1.4 The Executive Director of Operations may approve the carry over of five (5) days vacation. These five (5) days must be used before the end of the next vacation year.

24.2 Vacation leave for long service:

15 days during 1st year
16 days after 1st year
20 days after 5th year
22 days after 7th year
25 days after 10th year

24.2.1 Vacation leave credits for a partial year's service shall be calculated on the basis of one and one-quarter (1 1/4) working days leave for each completed month of service for those employees with less than one (1) year of service; one and one-third (1 1/3) working days leave for those who have completed one (1) but less than five (5) years service; one point six-seven (1.67) working days leave for those who have completed five (5) but less than seven (7) years service; one point eight-three (1.83) working days leave for those who have completed seven (7) but less than ten (10) years service; and two point zero eight (2.08) working days leave for those who have completed ten (10) or more years of service.

- 24.3 Casual and temporary employees will be paid a percentage of gross earnings in lieu of earned vacation leave based on the following rates:
- Employees with less than one (1) year of service - 6%.
- Employees with more than one (1) but less than five (5) years of service - 6.4%
- Employees with more than five (5) but less than seven (7) years of service- 8.0%.
- Employees with more than seven (7) but less than ten (10) years of service - 8.8%.
- Employees with ten (10) or more years of service - 10%.
- 24.4 For casual field designated employees, or casual employees under Article 21.1 (a), a year of service shall be two hundred and thirty five (235) days.
- For all other casual office designated employees as per Article 21.1 (b), a year of service shall be two hundred and nine (209) days.
- 24.5 Employees, on leaving the service of the Employer shall be entitled to receive, in addition to all other monies owing to them, payment in lieu of all earned vacation leave credits not used.
- 24.6 If an employee uses more vacation than they have earned, and their employment terminates, the Employer may recover the costs of the excess vacation from any money owing to the employee, including money owing by way of any benefit plans.
- 24.7 Employees previously employed in any unit represented by SGEU, or any other Union staff, shall be entitled to count such years of service for vacation leave purposes.

24.8 An employee in any of the following job titles shall be entitled to an additional five (5) days vacation each year over and above the schedule outlined in 24.2 in recognition of their travel time and working unsociable hours outside the normal office hours:

- (a) Communications Officer
- (b) Education Officer
- (c) Agreement Administration Advisor
- (d) Building Service Worker 2
- (e) Vocational Rehabilitation Counsellor
- (f) Job Evaluation Officer
- (g) LTD Advocate

24.9 Employees shall be allowed up to three (3) weeks uninterrupted vacation periods. Any expenses arising from Employer caused interruptions will be paid by the Employer.

24.10 In cases of dispute over two (2) or more requests which the Executive Director of Operations can authorize as per Article 24.1 preference for vacation leave shall be granted on a rotation basis. The rotation system will be based on seniority beginning with the most senior in the initial year of implementation of the system. If an employee chooses not to take advantage of the rotation system in choosing vacation dates, his name still rotates to the bottom of the list.

ARTICLE 25 SICK LEAVE

25.1 Cumulative Sick Leave

The Employer shall administer cumulative sick leave for each employee.

- 25.1.1
- i) Cumulative sick leave means the periods of time an employee is absent from work by virtue of being sick or disabled.**
 - ii) Effective the first day of the month following the signing of this Memorandum of Agreement and after one (1) month of service, employees shall be entitled to cumulative sick leave at the rate of one and one-half (1 ½) days for each month of employment. Less than full-time employees shall be prorated on the basis of paid hours worked.**

iii) This monthly accumulation will be added to the total accumulated sick leave, less sick leave used in that month.

25.1.2 Employees off on cumulative sick leave and or Workers' Compensation shall continue to earn benefits in accordance with Article 27.8 or until such time that the employee qualifies for LTD.

25.1.3 In the event an employee does not qualify for any adjudicated third-party claim or has exhausted benefits under such a claim, the employee shall be placed on sick leave without pay for up to two (2) years commencing from the date of going on such leave. The employee will not earn benefits as per Article 27.8.

25.1.4 Less than full-time employees may access sick leave for any scheduled days of work subject to available sick leave credits.

25.1.5 i) An employee shall inform their supervisor when they are absent from work due to illness prior to their scheduled start time.

ii) Employees may be required to submit medical evidence in support of the sick leave of absence to the Employer. The Employer agrees to pay the physician's bill for such medical evidence if the Employer has requested it. It is agreed that the Employer may request the following information concerning an employee who is on sick leave:

- The prognosis;
- The anticipated return to work date;
- The existence of a treatment plan, if circumstances warrant, and compliance with that plan;
- What restrictions which may apply upon the employee's return;
- What accommodations may have to be made which would allow an employee to return.

25.2 Long Term Disability

25.2.1 Employees shall be enrolled in a Long Term Disability Plan in accordance with the terms and conditions of the SGEU LTD Plan Text.

- (a) All employees' salaries will be enhanced as per the existing practice so that the negotiated pay schedule will remain intact after LTD premiums are deducted; intent is that employees will bear no cost for membership in the LTD Plan.**
- (b) Premiums for each eligible employee shall be paid by the employee.**
- (c) The plan will be available to all employees who qualify under the terms of the plan text.**
- (d) Employees are encouraged to apply for LTD as soon as possible.**
- (e) During periods on long term disability the employer will continue employer and employee pension contributions.**
- (f) Employees on LTD shall continue to earn Sick Leave Credits.**
- (g) The Employer shall continue payment of Extended Health Benefit premiums on behalf of employees on LTD based on their regular, pre-disability earnings.**
- (h) The employer shall continue payment of Group Life Benefit premiums on behalf of employees on LTD.**
- (i) The time served during the elimination period and while on LTD shall be included in calculations for severance and seniority.**
- (j) Employees shall earn vacation entitlements as per Article 28.7.1.**

ARTICLE 26 BENEFIT PLANS

26.1 Dental, Optical and Drug Coverage

26.1.1 The Employer will deposit 3.75% of payroll, monthly into the Union's Dental, Optical and Drug Plan Bank Account for the purposes of providing a self administered Dental, Optical and Drug plan for its employees.

26.1.2 The Union agrees to save the Employer harmless of any liability regarding payout under the Plan.

- 26.1.3 The Union will provide the Employer with an audited financial statement of the Plan annually.
- 26.2 Group Life Insurance
- The Employer agrees to provide the current level of funding (\$60.00) towards the payment of premiums.
- 26.3 Superannuation Plan
- 26.3.1 All non-permanent, part-time, temporary, and casual employees shall be paid on a pro-rated formula, superannuation contributions equivalent to that paid to other permanent employees.
- 26.3.2 All temporary and casual employees shall be given the option of having contributions under Article 26.3.1 deposited into a personal R.R.S.P. established by the employee. The Employer will be provided with a letter of authorization by the employee.
- 26.3.3 The Parties shall co-operate in obtaining reciprocal agreements.
- 26.3.4 All non-permanent, part-time, temporary and casual employees shall have the option to join the Pension Plan #GA8366.

ARTICLE 27 LEAVE OF ABSENCE WITH PAY

- 27.1 Bereavement Leave
- Three (3) days for each occasion for spouse (Common Law and same sex included), parents, guardians, parents-in-law, grandparents, sons/daughters, brothers/sisters, brothers/sisters-in-law, **sons/daughters in-law, grandchildren, step-children, step-parents.**
- For individuals with which an employee has had a significant relationship up to three (3) days may be granted by the Executive Director of Operations.
- Up to two (2) days shall be available for travel if required, with prior approval from the Executive Director of Operations.

27.2 Domestic Emergency/Family Leave

Domestic Emergency shall mean an unexpected or serious occurrence or situation requiring urgent prompt action pertaining to the family or household.

Family Leave is leave used to carry out a family responsibility and shall include matters where the employee has an obligation or duty where he/she may be held accountable or answerable in some manner if the obligation is not met.

27.2.1 An employee may be permitted such leave, to a maximum of five (5) days per fiscal year, **January 1 to December 31**.

27.2.2 Requests shall be submitted verbally or in writing to the employee's out-of-scope Supervisor and shall be approved at the discretion of the out-of-scope Supervisor. Requests shall not be unreasonably requested or denied.

27.3 If an Employee requires more than the specified days' leave under this Section, such additional leave may be granted with pay at the discretion of the Executive Director of Operations.

27.4 Jury Duty & Witness Paid leave. However, any wage replacement money received for being a witness or on jury duty will be turned over to SGEU. Full disclosure of any money received shall be made to the Executive Director of Operations.

27.5 The Executive Director of Operations may grant leave with pay for humanitarian service.

27.6 Parenting Leave

27.6.1 An employee who has completed twenty (20) weeks of employment and who submits an application in writing to the Executive Director of Operations for leave under this Section at least thirty (30) days before the date specified in the application as the day on which leave is intended to commence, and provides a medical certificate certifying that she is pregnant and specifying the estimated date of her confinement, is entitled to and shall be granted maternity leave without pay consisting of a period not to exceed one (1) year, covering pre-confinement, confinement and post-confinement.

- 27.6.2 In the event of complications or illness, of the employee or child the employee shall make a request to the Executive Director of Operations for additional leave. At the request of the Executive Director of Operations a doctor's certificate shall be provided. Such leave shall be granted to a maximum of one (1) additional year.
- 27.6.3 An employee may be granted leave in addition to Article 27.6.1 and Article 27.6.2 upon request without providing a doctor's certificate.
- 27.6.4 The Employee may take the maternity leave in any combination of time before and after the estimated date of birth.
- 27.6.5 The Employer, shall not dismiss or lay-off an employee who has completed twenty (20) weeks of employment with SGEU solely because she is pregnant or has applied for leave in accordance with Article 27.6.1.
- 27.6.6 An employee with less than twenty (20) weeks of service, at the discretion of the Executive Director of Operations may be granted definite or indefinite leave of absence for maternity purposes.
- 27.6.7 The employee, on returning from her leave of absence, shall be reinstated in her former position, with no loss of seniority.
- 27.6.8 In recognition that there will be a physical and/or mental health related portion of any maternity leave during which a woman will be medically unable to work for health related reasons due to pregnancy, delivery or post delivery, access to the sick leave bank will be available. This request must be supported by a Doctor's certificate.
- Employees may access these sick leave benefits for health related absences during or after their pregnancy. The length of the health related leave is to be determined by the employee's physician.
- Employees are eligible to access sick leave benefits during the normal EI waiting period of two (2) weeks. Following that, the employee can immediately move to EI maternity/parental benefits, which the Employer will top up to net salary for a twenty-five (25) week period.
- 27.7 Paternity and Adoption Leave
- 27.7.1 An employee who applies in writing to the Executive Director of Operations for leave under this Section, at least thirty (30) days before the date on which he/she intends to commence such leave, is entitled to and shall be granted paternity or adoption leave, without pay to a maximum of one (1) year.

- 27.7.2 The employee may take the paternity or adoption leave in any combination of time before and after the estimated birth or date of placement.
- 27.7.3 The employee, on returning from his/her leave of absence, shall be re-instated in his/her former position with no loss of seniority.
- 27.7.4 For employees who are receiving EI parental benefits, the Employer will, after the normal two (2) week waiting period, top up the benefit, for the period claimed, to the equivalent of the employee's net salary.
- 27.7.5 In the event that certain circumstances, as described under the Employment Insurance Act, leave the father as the primary care giver for a newborn child, the Employer will top up the benefit, for the qualified period, to the equivalent of the employee's net salary.

27.8 Applicable Benefits

While on leave of absence with pay including education, maternity, paternity, adoption, Union and Workers' Compensation, employees shall be entitled to benefits as follows:

- Vacation: Earned and taken on authorization only
- Group Insurance: Employer portion paid
- Employment Insurance: Employer portion paid
- Sick Leave: Earned
- Seniority: Earned
- Severance Pay: Eligible for
- Separation Pay: Eligible for
- Annual increments: Earned
- Optical Plan: Eligible
- Drug Plan: Eligible
- Superannuation: Employer portion paid
- Workers' Compensation: Paid

ARTICLE 28 LEAVE OF ABSENCE - WITHOUT PAY

28.1 Child Care Leave

Any employee may be entitled, to a leave of absence without pay for up to a maximum of two (2) years without loss of seniority or accumulated benefits for the purpose of caring for their child or children. Reinstatement will be to their former job or to a job with an equivalent maximum hourly rate of pay.

28.2 Leave for Court Appearance or Incarceration

In the event that an employee is accused of an offence which requires a court appearance, he/she shall be entitled to a leave of absence without pay and without loss of seniority or accrued benefits, such leave to cover time required for pretrial legal custody. In the event that the employee is found guilty of an offence not involving the Employer, she/he may be granted leave of absence to cover the period of incarceration. Such decision would not be subject to grievance.

28.3 General Leave

The Executive Director of Operations may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing. An employee shall give two (2) weeks written notice prior to returning from a leave of absence.

28.4 Long Service Leave

Employees who have served for four (4) years or more can apply for up to and including one year's leave of absence without pay upon two (2) months' notice, subject to the Executive Director of Operation's approval. Employees shall be reinstated in their former position.

28.5 Leave of Absence for Union Business

28.5.1 SGEU will grant members of the Union leave of absence without pay for Union business.

28.5.2 Members of the Union shall make every effort to give SGEU advance notice of absences for Union business.

28.5.3 SGEU reserves the right to check with Local 481 to ensure that a request for leave of absence for Union business is authorized by the Union.

28.5.4 Employees on leave for Union business shall use such forms as agreed to between the parties.

28.6 **Leave for Elected Office**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without pay so that the employee may be a candidate in federal, provincial, municipal or aboriginal government elections, including the nomination process. An employee who is elected to such full-time office shall be allowed leave of absence for the duration of the term of office.

28.7 While on leave of absence without pay employees shall be entitled to earn benefits as follows:

28.7.1 For the first thirty (30) consecutive calendar days or less - all benefits excepting designated holidays.

28.7.2 For the next sixty (60) consecutive calendar days:

Sick Leave: Earned

Seniority: Earned

Increment: Earned

Group Insurance: if employee portion paid, Employer portion would be paid

Superannuation: if employee portion paid, Employer portion would be paid

Severance pay: Eligible

Separation pay: Eligible

28.7.3 For leave in excess of ninety (90) consecutive calendar days:

Seniority: Earned

Increment: Earned

Group Insurance: if employee portion paid, Employer portion would be paid

Superannuation: if employee portion paid, Employer portion would be paid

Severance pay: Eligible

Separation pay: Eligible

ARTICLE 29 EDUCATION, SKILLS AND CAREER DEVELOPMENT

29.1 The Employer will, on July 1st of each year, deposit 2% of in-scope payroll into a Fund designated for Education, Skills and Career Development.

7.5% of the annual deposit will be administered, at the Local's discretion, for personal development and wellness.

29.2 The Fund shall be administered by a joint Union/Management Committee. The Committee will be made up of two (2) in-scope and two (2) out-of-scope staff.

29.3 The Joint Education Fund shall provide funding where the request is related to sabbaticals, study leave and career development, educationals and conferences, training, upgrading and new skills development.

Requests to the Fund may be initiated by an employee, the Employer, or the Joint Committee.

29.4 The parties agree that the Joint Education Fund will not be used to reimburse Union members for participating on behalf of SGEU in policy making activities, nor will it be used to reimburse Union members for activities involving Union/Management relations.

29.5 In the event there is a dispute or an employee chooses to appeal a decision of the Joint Committee, the appeal process as outlined in the Joint Education Policy shall apply.

29.6 An employee authorized to attend courses under this Fund, subject to leave of absence with or without pay, shall not suffer loss of seniority or benefits.

Upon return to work, the employee shall be reinstated in her former position at the current hourly rate of pay.

29.7 An employee may combine his/her current vacation time entitlement or leave of absence without pay with leave provided from the Fund for a period not to exceed twelve (12) months.

29.8 Revisions to the Joint Education Policy shall be made by recommendation of the Joint Committee and approved by the Local.

29.9 Local 481 shall provide, annually, an audited statement to the Employer.

29.10 The parties shall negotiate an In-scope Staff Training Program to provide for interested employees to train or mentor in jobs other than that currently held by the employee.

ARTICLE 30 WORKERS' COMPENSATION

30.1 When an employee suffers an illness or injury that is compensable under the provisions of the Workers' Compensation Act then, while the employee is totally disabled to a maximum of twenty-four (24) months, the Employer will ensure that the employee continues to receive their normal take-home pay, and will continue to make contributions to employee benefit plans as specified in Article 26.

30.2 The Employer shall reinstate all employees upon their return from Workers' Compensation to employment in conjunction with their ability, with no loss in benefits.

ARTICLE 31 VEHICLES

31.1 Employees are not required to supply a vehicle in order to do the work of the Employer. Accordingly, an employee who is required to travel may:

- a) utilize an appropriate sized car rented by the Employer; or
- b) utilize their own vehicle and be reimbursed at forty-five cents (\$0.45) per kilometer for all kilometers traveled, or
- c) occasionally employees may use air or other public transportation if appropriate.

31.1.1 Employees covered by this section are expected to, where necessary, transport members with them.

31.1.2 Rental of vehicle will include, drop off and pickup by the rental company, 24 hour roadside assistance, 3rd party liability and collision insurance.

Rental vehicles will be gassed up before they are returned and employees will be reimbursed for the cost of fuel.

31.1.3 An additional four (4) cents per kilometer will be paid for all kilometers driven north of the 54th parallel when employees are utilizing their own vehicle.

31.2 Employer Supplied Survival Kits

31.2.1 Survival kits in all vehicles used on Employer business shall contain: axe, dry rations, matches, thermal blanket or tarp, signal flares, mirror, first aid kit, shovel, and such other items as may from time to time be agreed upon.

31.3 Use of Vehicles

All employees, who from time to time, utilize their vehicle for Employer business, shall be reimbursed at the rate of six dollars and fifty cents (\$6.50) per trip, to a maximum of fifteen dollars (\$15.00) per day, or at forty-five cents (0.45) per kilometer.

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

The base index is the February 2000 Saskatchewan Private Transportation Index.

The new rate is determined based on the review period from the base to the second month preceding the effective date. Review periods and adjustment effective dates shall be as follows:

<u>Review Period</u>	<u>Effective Date of Adjustment</u>
Base to February 2005	April 1, 2005

ARTICLE 32 SUSTENANCE

32.1 Employees shall be entitled to claim sustenance on the basis of the following rates:

32.1.1 Ordinary

For partial days:	Breakfast	\$10.00
	Dinner	\$15.00
	Supper	\$20.00
	Per Diem	\$45.00

32.1.2 Beyond Road's End

Actual with receipts or ordinary

32.1.3 Out-of-Province

For partial days:	Breakfast	\$12.00
	Dinner	\$15.00
	Supper	\$24.00
	Per Diem	\$51.00

32.2 Hotel/Motel - actual and reasonable with receipts.
Private - in excess of \$25.00, receipt required.

32.3 Employees away from headquarters, overnight may claim eight dollars (\$8.00) per diem incidental expense allowance. This allowance will be paid if employee returns to headquarters after midnight, or has worked extended hours and as a result has been unable to return home. Other expenses, supported by receipt where possible, and considered to be reasonable under the circumstances, and approved by the Executive Director of Operations, shall be allowed.

32.4 It is agreed that the Employer will pay for necessary dry-cleaning, replacement or repairs of employees' clothing when it can be demonstrated to the satisfaction of the Executive Director of Operations that the employees' clothing was soiled, destroyed or damaged as a result of the performance of duties his/her duties.

32.5 An employee required to change his headquarters shall be entitled to moving expenses as provided for in the Public Service Agreement.

32.6 An office employee or Building Service Worker who is required to work during evenings, weekends, or a regular scheduled day off, and who incurs childcare expenses as a result, shall be reimbursed for such expenses.

32.6.1 Field employees who are unexpectedly required to work evenings, weekends, or a regular scheduled day off, and who incur childcare expenses as a result, shall be reimbursed for such expense.

An employee may in extenuating circumstances, request reimbursement of childcare costs incurred. Each circumstance will be examined fairly and equitably with the parties affected by the Executive Director of Operations.

32.7 SGEU will pay for parking tickets if they arise in circumstances that were basically unforeseeable, and occurring in the course of employment. Simple failure to notice or obey parking rules will not be covered, nor will inadvertence or negligence. The basic test will be that job requirements of an unforeseeable nature must have been the cause of the penalty.

ARTICLE 33 RECOVERY OF MONIES OWING TO THE EMPLOYER

33.1 The Employer may, by reservation from monies it owes to an employee, recover any indebtedness to itself on the part of the aforesaid employee.

ARTICLE 34 LABOUR/MANAGEMENT RELATIONS AND UNION BUSINESS

34.1 The Union shall have the right at anytime to have the assistance of representatives of the Communication, Energy and Paperworkers Union when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises when accompanied by a representative of Local 481 in order to investigate and assist in the settlement of a grievance.

34.2 In the event either party wishes to call a meeting, the meeting shall be held at a time and place fixed by mutual agreement, within thirty (30) days.

34.2.1 Employees who are representatives of the Union Negotiating Committee, Grievance Committee, or Union Executive (table officers and committee chairpersons), and who attend meetings held with Management during regular working hours including grievance proceedings shall be deemed to be carrying out their work under this Agreement and shall receive their usual remuneration from the Employer while in attendance.

34.2.1.1 In conjunction with Article 34.2.1. and Article 34.3.3., the Employer will sponsor up to four (4) Local 481 members for the purposes of bargaining and three (3) for Labour/Management meetings.

34.2.2 The Union agrees to provide to the Employer a list of those Union officials who are empowered by the Union to act as representatives, and the Employer agrees to deal with those representatives.

34.3 A joint Labour/Management Committee shall be established and shall have meetings which shall be held at mutually agreeable times.

34.3.1 These meetings shall be guided by an agenda prepared in advance. Both parties shall be allowed to have input into the formulation of the agenda.

34.3.2 The purpose of the Labour/Management Committee meetings shall be for the exchange of information, the seeking and considering of the advice and views of each party with appropriate opportunity provided for discussion and comment in a genuine manner, and recommendations made wherever possible. This does not imply unanimous or majority agreement, nor does it interfere with the Employer's or the Union's rights arising out of the Collective Agreement.

34.3.3 Employees who are members of the Labour/Management Committee, when attending meetings with Management during normal office hours, shall be deemed to be carrying out their normal work under this Agreement and shall receive their usual remuneration from the Employer while in attendance.

34.4 Union Label

The Union label of CEP Local 481 will be used on all typewritten and printed materials initiated and/or produced by Union staff on individual typewritten letters the words "CEP 481" will appear at the bottom of the last page as an imprint, substituting for a Union label, to show that the work has been produced by Unionized staff. The same procedure is to be used in the preparation of stenciled materials. All materials printed by outside printing shops will bear an off-set Union label.

34.5 Use of Facilities

The Union shall be granted the use of the "staff" room without charge for conducting Union business at any time. At all other times, the use of the facilities shall be extended to the Union on the same basis as it is to SGEU members.

ARTICLE 35 EMPLOYMENT EQUITY

35.1 The Employer will be considered an employment equity Employer and job advertisements will so state.

ARTICLE 36 HARASSMENT FREE WORKPLACE

- 36.1 Grievances under the Appendix on Harassment shall be handled with all possible confidentiality and in a timely manner within ten (10) days. In settling the grievance, every effort will be made to discipline and relocate the harasser not the victim. The harasser must take appropriate education or training to understand the issue and reduce the chances of the offence reoccurring.

ARTICLE 37 OCCUPATIONAL HEALTH AND SAFETY

- 37.1 The Employer agrees that Occupational Health Committees shall operate in all work sites.
- 37.2 Occupational Health Committees shall be notified of, and shall deal with, all matters concerning Occupational Health with SGEU's workplaces.
- Occupational Health Committees shall be notified of, and shall immediately meet to deal with, any situation where an employee refused to work because of an occupational health concern.
- 37.3 A worker may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are unusually dangerous to his health or safety or the health and safety of any other person at the place of employment until the occupational health committee or occupational health officer has investigated the matter and advised him otherwise.
- 37.3.1 No discriminatory action shall be taken against any worker by reason of the fact that he has exercised the right conferred upon him by Article 37.3.
- 37.3.2 Where discriminatory action is taken against a worker who has exercised the right conferred upon him by Article 37.3, there shall be a presumption in favour of the worker that the discriminatory action was taken against him for that reason, and the onus shall be upon the Employer to establish that the worker was discriminated against for good and sufficient other reason.
- 37.3.3 Notwithstanding any other provision of this Act, temporary assignment to alternative work at no loss in pay to the worker until the matter mentioned in Article 37.3 is resolved shall be deemed not to constitute discriminatory action within the meaning of this Article.

37.4 The Employer shall supply the Committee on request, all health and safety reports, data and records and any other information that the Committee may deem necessary.

37.5 Any changes which need to be made within the work-place to resolve occupational health concerns will be made at the Employer's expense.

ARTICLE 38 PRODUCTION OF COLLECTIVE AGREEMENT

38.1 Management will assume responsibility for the production of the Collective Agreement within thirty (30) days of signing. The time period may be extended by mutual agreement.

ARTICLE 39 LIABILITY

39.1 The SGEU. agrees to indemnify and save harmless any employee covered by this Agreement from and against any liability incurred by the employee by reason of any action taken by the employee, in good faith, within the scope of his employment with SGEU.

ARTICLE 40 PROFESSIONAL FEES

40.1 The Employer agrees to pay 100 per cent of those professional fees to an employee who is required to be a member of a professional association in order to practice, or if the Employer requires such membership.

ARTICLE 41 DURATION OF AGREEMENT

41.1 This Agreement shall be effective from **July 1, 2005** and remains in full force and effect until **June 30, 2008** and shall automatically continue thereafter from year to year until either party serves notice on the other, thirty (30) days prior to any expiration date, that changes are desirable therein. During the negotiations for a new Agreement, the terms of the present Agreement shall remain in full force and effect.

41.2 Any revisions to this Agreement, unless specified otherwise, shall apply the day following date of expiry.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed
the _____ day of _____, A.D. 2008

THE SASKATCHEWAN GOVERNMENT
AND GENERAL EMPLOYEES' UNION
represented by:

CEP LOCAL 481, represented by:

~~_____~~
Bargaining Committee Chair

~~_____~~
Bargaining Committee Chair

~~_____~~
Executive Director of Operations

~~_____~~

APPENDIX "A"

Pay Plan
Effective July 1, 2005 to June 30, 2006

Pay Band	Points	Jobs	1st	2nd	3rd	4th	5th
1	Up to 250	Building Service Worker 1	19.35	20.16	21.00		
2	251-300	Casual Clerk					
		Office Support Worker	20.26	21.11	21.99		24.61 (red circled)
3	301-350	Membership Records Secretary	21.21	22.10	23.02		
4	351-400	Membership Records	22.21	23.14	24.10		
5	401-450	Accounting Clerk	23.25	24.22	25.23		27.49 (red circled)
6	451-500	Administrative Assistant					
		Building Service Worker 2	24.34	25.35	26.41	27.47	
7	501-550	Secretary 2	25.97	27.05	28.18		
8	551-600	Accountant	25.54	26.60	27.71	28.87	30.07
9	601-650	LTD Advocate	27.25	28.38	29.56	30.79	32.08
10	651-700	Research Officer	29.07	30.28	31.54	32.86	34.23
11	701-750	Information Technology Officer					
		Education Officer					
		Vocational Rehabilitation Officer	31.02	32.31	33.66	35.06	36.52
12	751-800	Agreement Administrative Adv.					
		Benefit Plans Administrator	33.10	34.47	35.92	37.41	38.97
		Communication Officer	33.10	34.47	35.92	37.41	38.97
			Not Evaluated				
		Membership Infor. & Prod. Coord.	27.63	27.74	29.89		

Pay Plan
Effective July 1, 2006 to June 30, 2007

Pay Band	Points	Jobs	1st	2nd	3rd	4th	5th
1	Up to 250	Building Service Worker 1	19.74	20.56	21.42		
2	251-300	Casual Clerk					
		Office Support Worker	20.67	21.53	22.43		25.11 (red circled)
3	301-350	Membership Records Secretary	21.63	22.54	23.48		
4	351-400	Membership Records	22.65	23.60	24.58		
5	401-450	Accounting Clerk	23.72	24.70	25.73		28.04 (red circled)
6	451-500	Administrative Assistant					
		Building Service Worker 2	24.83	25.86	26.94	28.02	
7	501-550	Secretary 2	26.49	27.59	28.74		
8	551-600	Accountant	26.05	27.14	28.27	29.44	30.67
9	601-650	LTD Advocate	27.79	28.95	30.15	31.41	32.72
10	651-700	Research Officer	29.65	30.89	32.17	33.51	34.91
11	701-750	Information Technology Officer					
		Education Officer					
		Vocational Rehabilitation Officer	31.64	32.96	34.34	35.76	37.25
12	751-800	Agreement Administrative Adv.					
		Benefit Plans Administrator	33.76	35.16	36.63	38.16	39.75
		Communications Officer					
			Not Evaluated				
		Membership Infor. & Prod. Coord.	27.63	27.74	29.89		

Pay Plan
Effective July 1, 2007 to June 30, 2008

Pay Band	Points	Jobs	1st	2nd	3rd	4th	5th
1	Up to 250	Building Service Worker 1	20.33	21.18	22.06		
2	251-300	Casual Clerk					
		Office Support Worker	21.29	22.18	23.10		25.86 (red circled)
3	301-350	Membership Records Secretary	22.28	23.22	24.18		
4	351-400	Membership Records	23.33	24.31	25.32		
5	401-450	Accounting Clerk	24.43	25.45	26.51		28.88 (red circled)
6	451-500	Administrative Assistant					
		Building Service Worker 2	25.57	26.63	27.75	28.86	
7	501-550	Secretary 2	27.28	28.42	29.60		
8	551-600	Accountant	26.84	27.95	29.12	30.33	31.59
9	601-650	LTD Advocate	28.63	29.82	31.06	32.35	33.70
10	651-700	Research Officer	30.54	31.81	33.14	34.52	35.96
11	701-750	Information Technology Officer					
		Education Officer					
		Vocational Rehabilitation Officer	32.59	33.94	35.37	36.83	38.37
12	751-800	Agreement Administrative Adv.					
		Benefit Plans Administrator	34.77	36.22	37.73	39.30	40.94
		Communications Officer					
			Not Evaluated				
		Membership Infor. & Prod. Coord.	27.63	27.74	29.89		

APPENDIX "B"

HARASSMENT POLICY for SGEU AND CEP LOCAL 481

Revised December 1997 and Approved January 1998

The Saskatchewan Government Employees' Union, in its commitment to ensure fair employment practices, a safe and healthy work environment and the treatment of employees with dignity and respect, has developed an harassment policy to reflect the values of the organization and the requirements of the Saskatchewan Human Rights Code and the Occupational Health and Safety Act. As a value, SGEU seeks to provide an environment that treats every employee and member fairly and with respect.

i) **Definition:**

- a) Harassment is defined as any unwanted or unwelcome conduct that offends or humiliates. Harassment may be verbal, physical or visual. It can be active or passive; explicit or implied; a single incident or, more commonly, a pattern of behaviour over time.

Harassment can range from the blatant at an individual level (physical threat), or at a group level (racism), or more subtly through a third party (rumour mongering).

The Canadian Human Rights Tribunal offers three criteria for assessing whether harassment is present:

- encounters must be unsolicited, unwelcome and expressly or explicitly known to be unwelcome;
- conduct must either continue or, if it stops, lead to negative employment consequences;
- Complainant's co-operation must be based on employment related threats or promises, real or implied.

b) **Categories:** There are three fundamental categories of harassment covered under this policy:

- 1) **Sexual Harassment:** behaviour related to sexuality that may be explicit or implied, verbal or physical and is offensive, unsolicited and unwelcome. It is not limited to, but includes unwelcome comments, jokes and innuendo, touching and gestures, and displays of sexually related material. Sexual harassment should not be confused with consensual social interaction based on mutual respect and friendship, and where no intimidation is involved or implied.
- 2) **Personal harassment:** behaviour which disrespects or humiliates people because of their race, gender, religion, sexual orientation, marital status, age, physical size, or other physical or social characteristics. It is not limited to, but includes unwelcome comments, jokes and innuendo, gestures, displays of insulting material or refusing to work or have contact with another employee or member on the basis of the above.
- 3) **Conditional Harassment:** behaviour which disrespects people; unreasonably interferes with their performance on the job; or creates a hostile work environment as the result of explicit or implied consequence of a person's unwilling compliance with a request or condition of work. It is not limited to, but includes overt actions or direct comments, comments made to persons other than the complainant designed to undermine a person's job performance, demean or belittle the employee, to cause personal humiliation (rumour mongering), or "the silent treatment".

Bona fide managing and coaching that includes counselling, performance appraisal, work assignment and disciplinary action is not harassment, but is part of the Supervisor's responsibility. However, all employees should be sensitive when entering into those activities that the potential for a perception of harassment exists.

All the above are about "power" and its abuse to gain or maintain some advantage. Power is not just in the exercise of the Supervisory function; it can be interpersonal between co-workers and/or members. It is the attempt to manipulate an environment or outcome.

This Policy applies to all incidents affecting SGEU employees whether it be staff/staff; Management/Management; staff/member; member/staff; staff/Management; Management/staff; Management/member; member/Management.

Whatever form harassment takes, SGEU recognizes it is illegal and it will not be tolerated in any instance. Lack of intent is not a defense.

Everyone has the responsibility to ensure a harassment-free workplace. It is the SGEU, however, which bears ultimate culpability in the event that a harassment complaint is not effectively dealt with and resolved.

ii) **Complaint and Investigation**

All Supervisors and the Local's Executive are obligated to act immediately on any allegation of harassment. People accused of harassment must be informed of the complaint against them. At any stage in the resolution process, both the complainant and the respondent have the right to be represented by their Local's representative or a Management representative of their choice as appropriate. The complainant will not be involuntarily uprooted from their workplace as a result of filing a complaint.

All complaints, whether ultimately substantiated or not, will be treated seriously. Malicious or frivolous complaints, however, may result in disciplinary action being taken against the complainant.

When an employee feels they have been subjected to workplace harassment, and the respondent has failed to change their behavior, the complainant should attempt first to resolve the situation through the informal complaint process. If the complaint cannot be resolved through the informal process, the complainant may lodge a formal complaint.

If at all possible, the complainant should first make the respondent aware that they are feeling harassed and that the behaviour is unwelcome.

All documentation associated with any harassment complaint will be kept strictly confidential.

a) **Informal Complaint Process:**

The informal complaint process is where the Supervisor attempts to resolve the situation immediately upon being informed of the complaint. In many cases, this can be achieved by documenting the allegation, identifying the offensive behaviour to the respondent and allowing the parties to come to mutually agreeable terms.

In all cases, the Supervisor must inform the respondent that the allegation has been made and by whom, and give them an opportunity to respond. If all parties are willing, the Supervisor may then attempt to resolve the issue at the local level.

b) Formal Complaint Process:

If the complainant is not satisfied with the outcome of the informal process, the Complainant may choose to pursue the matter through a documented formal complaint by informing in writing the Director of Administrative Services (DAS) or Local's President.

The DAS must inform the respondent that a Formal Complaint has been made and by whom, document the complaint and any prior attempts to resolve it. The documented complaint report should include the names of the complainant and respondent and details of the alleged offence, including dates, places and the circumstances surrounding the offence.

Management will initiate an immediate investigation into the incident. All harassment investigations involving in-scope personnel will be conducted jointly with the Local. Investigations may be conducted internally by a trained harassment investigator or by an independent third party. Investigation type will be determined on a case-by-case basis considering factors such as severity of the allegation, relationships among the various parties, and potential consequences of the investigation.

Upon completion of the investigation, either party to the complaint may appeal the thoroughness of the investigation and/or report. Failing satisfaction at this point, either party may chose to involve external agencies.

c) Appeal:

Process:

Either the complainant(s) or respondent(s) can file a formal appeal of the investigator's report based on the thoroughness of the report or any flaws in the process to determine if the investigation should be re-opened.

The formal appeal must be submitted in writing within 14 days of either party receiving the report to either the Local's President or DAS who will then forward the appeal to the CEP regional office to be heard by a mutually agreed upon representative.

The time frame from the date the appeal is submitted to the CEP office and when it is heard and a written decision is submitted, shall be one month.

iii) **Responsibilities**

a) **Complainant**

- record if possible, make their objection clearly known to the respondent immediately and ask them to stop;
- maintain confidentiality of the complaint from other co-workers;
- immediately cease any contact with the respondent re: the complaint;
- prepare and maintain a written of the times, dates, nature of the behaviour and any witnesses;
- report the incident(s) to their Supervisor or their Local's President.

b) **Respondent**

- immediately cease any contact with the complainant re: the complaint;
- maintain confidentiality of the complaint from other co-workers.

c) **Supervisor**

- ensure that the workplace within their responsibility is free from harassment;
- immediately inform the Local's President and Director of Administrative Services of the complaint;

d) **Director of Administrative Services**

- ensure support is provided to any employee by providing information and referral as required;
- in conjunction with the Local's representative, conduct an investigation; determine if case is substantiated;
- consult with Executive Director of Operations (EDO) for the appropriate measures for resolution;
- maintain in confidence all documents associated with a harassment complaint;
- provide reporting as necessary to the Joint Occupational Health & Safety Committee and Convention.

e) CEP Local 481

- ensure that the workplace within their responsibility is free from harassment;
- ensure that all complaints brought to them are investigated promptly and confidentially;
- immediately inform the DAS of the complaint;
- document the allegations in a case file.

f) Joint Responsibility

Upon completion of the investigation and any applicable action, Management and the Local share responsibility to inform all parties to the complaint of the outcome of the investigation, the process for appeal, the consequences of subsequent infractions of this policy and that the process is completed.

iv) Discipline

Harassment will carry progressive disciplinary consequences up to and including termination.

For SGEU members consequences will be governed by the Code Of Ethics.

Any form of retaliation against a complainant is a particularly serious offence and will carry with it significant disciplinary action.

v) Records

To protect the interest and rights of the complainant, the respondent and any others involved (e.g. witnesses), all documentation in a harassment complaint will be strictly confidential.

Only those persons directly involved in the complaint or its resolution will be privy to the particulars of any complaint.

Confidentiality must be distinguished from anonymity. It is fundamental that an individual accused of harassment be informed of the substance of the complaint against them, including the identity of the accuser.

Upon resolution of a complaint, all parties to the complaint (except the Local) will submit any notes, reports or other documentation to the DAS. The Local advocates that stewards return any notes or other documentation to the Local's President upon closure of the case file.

No record of a complaint will be held in a personnel file, except in the case where disciplinary action is the result of a substantiated complaint. In that case, the provisions of the Collective Agreement on disciplinary documents to file will prevail.

The Saskatchewan Human Rights Code requires that confidential complaint files be maintained for a period of six years.

vi) **Time Frames**

A formal complaint should be processed within three months.

An Appeal should be filed within 14 days of receiving the results of the formal investigation.

vii) **Reporting**

Annual reports on the number and type of incidents as well as outcomes will be maintained by the Joint Occupational Health & Safety Committee and will be made available to the Local upon request.

viii) **Summary**

a) **Definition:**

Any unwanted or unwelcome conduct that offends or humiliates.

Harassment may be verbal, physical or visual.

Can include, but not limited to:

- unwelcome comments or jokes;
- touching and gestures;
- displays of sexist, racist or other offensive material;
- behavior which disrespects people because their race, gender, religion, sexual orientation, marital status, age, physical size or other physical or social characteristic;
- any behavior which demeans or belittles a fellow employee. i.e. "rumour mongering" or giving the "silent treatment".

Whatever form harassment takes, the Saskatchewan Government and General Employees' Union recognizes it is *illegal* and it will not be tolerated in *any* instance.

b) **Process:**

1) Raise objection

- the employee if possible must tell the respondent that their behavior is unwanted and ask them to stop;
- the employee should document the incident(s).

2) Informal complaint

- the complainant raises the issue with the Supervisor. The Supervisor informs the respondent and confidentially investigates the complaint. If possible the Supervisor resolves;

3) Formal complaint

- a written complaint forwarded to the DAS or Local's President;
- a joint investigation conducted;
- the Management determines appropriate action and advises employees involved and the Local's President.

4) Formal appeal

- a written appeal forwarded to the DAS or Local's President;
- an investigative review mutually agreed upon will be conducted through CEP Regional office;
- the Management determines appropriate action and advises employees involved and the Local's President.

LETTER OF AGREEMENT

RE: E.F.A.P.

The parties agree to implement the attached E.F.A.P. at the total cost of \$2000.00/year.

Renewed this _____ day of _____, 2008.

THE SASKATCHEWAN GOVERNMENT
AND GENERAL EMPLOYEES' UNION
represented by:

CEP LOCAL 481
represented by:

Bargaining Committee Chair

Bargaining Committee Chair

Executive Director of Operations

S.G.E.U. EMPLOYEE BENEFITS POLICY

EMPLOYEE & FAMILY ASSISTANCE PROGRAM (E.F.A.P.)

Between: The Saskatchewan Government and General Employees' Union

and

CEP Local 481

It is recognised by both parties that many health, social and personal problems can be successfully resolved and that professional assistance is in the best interest of the employee, Union and the Employer.

It is therefore agreed that the two parties jointly establish and implement an Employee and Family Assistance Program.

1. JOINT LABOUR/MANAGEMENT COMMITTEE

A Joint Labour-Management Committee, having equal representative from the Union and the Employer, will be formed to develop the policy statements and operating guidelines of a new Employee and Family Assistance Program (E.F.A.P.).

Union and Management shall each appoint one appropriate representative and one alternate to the Joint E.F.A.P. Committee to ensure that it is capable of discharging its duties and responsibilities, as are jointly agreed upon.

This body shall be responsible to assist in and direct the development, implementation, and updating of the E.F.A.P. They will also assist in the preparation and presentation of training, education and information activities within the E.F.A.P. to ensure stewards and Supervisors are familiar with the objectives and procedures required to effectively implement the program.

The agreed upon number of persons engaged in the Joint E.F.A.P. Committee shall be given sufficient time, with no loss in pay, to perform program duties. The Joint Committee will meet quarterly.

2. OBJECTIVES

The objectives of the Employee Assistance Program will be to encourage employees to voluntarily seek assistance for personal problems, and to assist those employees whose personal problems are adversely affecting their work performance.

3. The committee shall select an independent agency as an advisor to the committee and determine what range of services each employee will receive who access the E.F.A.P.

4. **PROGRAM ACCESS**

Every Employee shall have access to the E.F.A.P.
Program benefits shall cease upon termination of employment.

5. **EMPLOYEE RIGHTS**

The fact that an employee has been accepted into the Program will not, by itself, jeopardize job security nor create discrimination in promotional opportunities.

Employees participating in the Program shall be entitled to all rights and benefits as provided in the current Collective Agreement, as well as to future Program benefits as agreed to be the Joint Union-Management Program.

6. **CONFIDENTIALITY**

Every effort will be made to retain confidentiality as to an employee's participation and the reason for an employee's involvement in the Program. Community agency treatment records, medical reports, or other reports arising from an individual's health assessment will be released only with the informed written consent of the employee.

7. **EMPLOYEE RESPONSIBILITY**

The decision to accept involvement in the Program is the personal responsibility of the employee. Employees participating in the Program will be expected to meet existing job performance standards and established work rules, except where, in the judgement of the agencies, those rules or standards are inappropriate to effect the resolution of the problem.

PROGRAM OPERATION

1. The service is designed to assist eligible employees and/ or members of their immediate families (spouse or dependent children) who are experiencing personal difficulties and who choose to seek out the assistance on a voluntary basis.
2. No personal information that is given to the counsellor by an employee will be shared with any other source, either within the organization or the general community, without the written consent of the employee in question, unless required by law.

3. Employees may gain access to the service through voluntary or self referrals, suggested referrals or mandatory referrals,

In the case of a voluntary referral, the Employer is notified only that an employee has contacted the independent agency directly. Employees may also ask their Employer, shop steward or other person to arrange the first appointment with the Agency. No entries are made in the employee's record and the strictest confidence is maintained. This is the most common and preferred type of referral.

If in the normal evaluation of performance, the Employer has reason to believe that an employee has a personal problem that may adversely contribute to his/her work performance, the Employer may suggest that the employee consider an interview with a counsellor. In such cases the written record of the interview may note that the suggested referral was made by the Employer.

A mandatory referral is available to the Employer or employees for whom there is a documented case for disciplinary action or termination. If the employee rejects the offer of mandatory referral, the normal disciplinary procedures will resume. The mandatory referral must be fully explained to the employee in a face-to-face meeting with the Employer. It must be emphasized that participation is still voluntary and that decisions related to continued employment must be based on job performance - not attendance or non-attendance at an E.F.A.P.

In this instance, the Employer will be informed only if the employee has attended counselling and is willing to seek assistance for the problem. No personal information about the employee or his problem is indicated to the Employer.

4. While suggested or mandatory referrals may be used by the Employer in dealing with an employee whose performance is in question, this is not an automatic step in the progressive disciplinary procedure.
5. The Agency will maintain a clearly neutral role in matters affecting the relationship between the Organization and its employees. The Agency representatives will work within the frame of reference of the Organization's E.F.A.P. design, but are primarily accountable to the Agency. These representatives cannot be required by the Organization to act outside of the Code of Ethics of the profession, or the Policy of the Agency.
6. The Agency staff will be available during normal working hours to take referrals. An answering service is available at other times. Counselling to employees and their families is available during normal work hours. Where employees are not able to come during this time, arrangements will be made to see them in the evenings or on weekends.

7. The Agency undertakes the primary responsibility for the treatment of a troubled employee or family who requires service, or where appropriate referral to other services is indicated. In the case of referral, the counsellor tracks the matter sufficiently to establish that the employee is connected with the resource and provides follow-up services as required.
8. The Agency will provide periodic consultations for planning, monitoring, and evaluation of the service as decided between the Organization and the Agency. The rate is agreed on and outlined in the Contract.
9. The Agency will provide quarterly statistics and a program report on usage, type of problems and other items helpful for monitoring the program. Confidentiality will be maintained.

PROGRAM MODEL

TREATMENT

1. The Employer must be advised when an employee accesses the E.F.A.P.
2. The Agency will advise the Employer of the approximate number of interviews required with a counsellor in regards to assessment and treatments.
3. Employees shall have access to the employees' sick bank if interview and/or treatment can not be arranged outside of work time.

TYPE OF PROGRAM

- Fee for Service
- Fee for Service must provide priority access within 24 hours of request of access.

**LETTER OF UNDERSTANDING
ON
PENSION PLAN #G.A. 8366**

The parties agree as follows:

1. Effective July 1, 1998, the bridging benefit shall increase to \$750.00 per month for employees who retire on or after October 1, 1997.
2. Effective October 1, 1997, Article 6(a) shall be amended to change the date of October 1, 1994 to October 1, 2000.
3. The Plan Text shall be amended to provide Employer contributions to remain at 9%, and in the event current service costs are not sustainable at this level through the use of the surplus, the additional required contributions, including any contributions required to fund an actuarial unfunded liability, will be shared equally between the Employer and the employees.

Originally agreed to March 23rd, 2001.

Renewed this _____ day of _____, 2008.

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

Signed on behalf of:
CEP Local 481

Bargaining Committee Chair

Bargaining Committee Chair

Executive Director of Operations

- 3.4 An employee may withdraw from the Plan in the case of death, severe financial hardship or upon severing the employment relationship with the Employer. Deductions shall cease upon written request to the Executive Director of Operations.
- 3.5 Upon death or severance of an employee enrolled in the Plan, contributions shall be refunded to the employee, the employee's estate or designated beneficiary.
- 3.6 If an employee enrolled in the Plan becomes totally and permanently disabled within the meaning of the Canada Pension Plan, contributions shall be refunded to the employee.
- 3.7 An employee enrolled in the Plan, may take a leave of absence for maternity/paternity, or any other reasons and suspend contributions for the period of leave.
- 3.8 Leave under this Plan shall not be unreasonably denied. The Employer may vary the leave time, prior to its commencement, if reasonable operational requirements dictate.

Article 4 The Fund

- 4.1 The Employer shall hold the contributions in trust for the sole benefit of employees enrolled in the Plan, or their survivors.
- 4.2 The Fund shall be invested in short term guaranteed financial instruments.
- 4.3 Separate accounting records for each employee's contributions shall be kept within the Fund. Employees shall receive an annual statement outlining their holdings in the Plan.
- 4.4 Pay-out of earned interest shall be paid out to the employee annually, in accordance with Revenue Canada rules.

Article 5 Benefits

- 5.1 Benefits shall be paid every two weeks beginning with the pay period when the leave commences.
- 5.2 The amount of gross benefits shall be equal to the total value of the employees account at the time leave commences, divided by the number of 2-week pay periods of approved leave.

5.3 Employees shall pay any benefits plan premiums and contributions, including pension, normally paid, by deduction from the gross benefit calculated under Article 5.2, to determine net benefit. CPP premiums are paid on salary in effect during the leave period. EI premiums are not paid during the leave period. This Article must conform to existing legislation.

Article 6 Amendment or Termination of the Plan

6.1 Amendment or termination of the Plan shall occur only by mutual agreement of the Employer and the Union.

6.2 No amendment shall have the effect of reducing the existing interest in the Plan of any participating employee or his estate.

6.3 If the Plan is terminated under Article 6.1, every effort shall be made to change the date and duration of the leave so that participating employees can take some leave if mutually agreed between the Employer and the Union.

6.4 Upon Plan termination, any funds remaining in a participating employee's account shall be paid within sixty (60) calendar days of termination of the Plan or completion of the employee's leave, whichever occurs last.

6.5 At least three (3) months prior to the leave commencing the employee must reconfirm the date of leave with the Executive Director of Operations.

6.6 The employee must confirm to the Executive Director of Operations, their date of return to work, two (2) months prior to returning.

Article 7 General Conditions

7.1 Participating employees agree to remain employed by the Employer following their leave for a period of time at least equal to the duration of the leave.

7.2 Membership in the Plan shall not constitute a guarantee of employment, nor shall such membership interfere with the right of the Employer to lay-off or dismiss an employee in accordance with this collective agreement.

- 7.3 The Plan shall not loan funds to any member of the Union.
- 7.4 Employees shall have access to the Grievance Procedure provided in the Collective Agreement for any dispute arising from the operation of this Plan.
- 7.5 Article 28.7 (Leave of Absence Without Pay) of the Collective Agreement will apply to employees on leave under this Plan.
- 7.6 LTD premiums shall continue based on the employee's pre-leave gross salary.

Originally agreed to March 23rd, 2001.

Renewed this _____ day of _____, 2008.

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

Signed on behalf of:
CEP Local 481

Bargaining Committee Chair

Bargaining Committee Chair

Executive Director of Operations

**LETTER OF UNDERSTANDING
ON
JOB SHARING**

The parties to this Letter of Understanding agree to the following arrangements:

1. Definitions

Job sharing is the voluntary sharing of a full-time position in a structured manner by two persons, one of whom is the full-time incumbent of the position. The permanent incumbent may request to reduce their hours of work in the job share arrangement to a minimum of 50 per cent.

2. Explanation

Job sharing is intended to allow a full-time employee to work less than regular full time hours in a position while maintaining status as a full-time employee. The intent of job sharing is not to split a full-time position between two full-time employees. It is intended to better accommodate the hours of work of the employee to their personal needs where this is operationally feasible. Only the full-time incumbent of a position can initiate a request to establish a job share arrangement. Approval of a job share request resides with out-of-scope Management; such an approval will be subject to the feasibility of accommodating the request to operational requirements. Once approved by out-of-scope Management, such a request must also be approved by the CEP Local 481.

3. Initiation and Approval

The proposal to establish a job sharing arrangement is initiated by the employee through an application to his/her out-of-scope Supervisor.

Management will review the feasibility of the request against operational needs. Any such requested arrangement must have the approval of out-of-scope Management and will not be unreasonably denied.

Arrangements that have been approved by out-of-scope Management must also be approved by the Union.

The Employer will not incur additional expenses as a result of a job share arrangement.

4. **Duration, Renewal, Termination**

An approved job sharing arrangement shall be for a maximum of one (1) year and a minimum of three (3) months.

An existing job sharing arrangement can be renewed for additional periods, each not exceeding one (1) year by following the same steps set out in 3 above (Initiation and Approval), - e.g. employee applies, Management approves, Union approves.

An agreement may be terminated by the full-time participating employee or the Employer on thirty (30) working days notice. This notice to terminate will be concurrently provided to the less than full-time employee participating in the job share arrangement. The notice to terminate the arrangement prior to the agreed term, will also be concurrently provided to the Union. By mutual agreement of the parties, the thirty (30) working day notice period may be shortened.

5. **Staffing the Shared Position**

The job shared position will be occupied by the full-time incumbent of the position on a reduced time basis.

The remainder of the job shared position will, in the first instance, be filled by a senior qualified less than full-time employee in accordance with the Collective Agreement.

Where, during the term of a job sharing arrangement, the employment of the less than full-time employee terminates, the full-time incumbent shall be required to resume working regular hours at the date of termination of the less than full-time employee, until such time as a replacement employee is found. The Employer will make this appointment as promptly as possible.

6. **Benefits**

All employees who job share shall retain all benefits accumulated prior to the commencement of the job share arrangement. In addition, all benefits and seniority shall continue to accrue, and be expended, on a pro rata basis for all employees involved in the arrangement. Designated holidays for both full-time and less than full-time employees shall be subject to the provisions for less than full-time employees.

7. **Reversion Rights**

On the termination of the job share arrangement, the full-time employee will revert to regular full time hours of the position occupied. The less than full-time employee will revert to their former position if it still exists or otherwise be placed on the re-employment list.

8. **Work Load**

A job share arrangement is not intended as a means to increase or decrease the workload. In establishing a job sharing arrangement, it is expected that the regular workload for the position will be maintained.

9. **Conditions of Employment**

The following illustrates the application of the proposed job share arrangement:

- Vacation leave will be earned and expended on a pro rata basis. (e.g. Employees entitled to three (3) weeks vacation working 50% of work hours for twelve (12) months would receive seven point five (7.5) days paid vacation leave.
- The full-time incumbent in a job share will not be required to work regular hours in excess of agreed upon reduced hours of work arrangement. However, if excess hours are required by the Employer, overtime shall be paid.
- Sick leave, designated holidays, seniority, and increments will be in accordance with the collective agreement.
- Less than full-time employees cannot exceed the regular full-time hours for the job shared classification or appropriate over-time provisions would apply.

10. This Letter of Understanding shall not cancel or change the existing Job Share Letter of Understanding with the Communications Officers.

This Letter of Understanding will come into effect on the first of the month following the date of signing. This Letter may be cancelled by either party on sixty (60) days notice. Job sharing arrangements existing on the date of cancellation will continue to be subject to the conditions of this Letter up to the date of the arrangement termination.

Originally agreed to March 23rd, 2001.

Renewed this _____ day of _____, 2008.

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

Signed on behalf of:
CEP Local 481

Bargaining Committee Chair

Bargaining Committee Chair

Executive Director of Operations

**LETTER OF UNDERSTANDING
ON
EMPLOYMENT EQUITY**

The Union and the Employer agree to the implementation of an Employment Equity Plan and the Employer commits to the necessary expenditures required for implementation. This Plan depends on a commitment of positive action on the part of Management and the Union on the involvement of designate groups.

To accomplish this objective the parties agree as follows:

1. To establish a Joint Committee composed of equal representation from the Union and Management. This Committee will be established within sixty (60) days of the signing of this agreement. The parties will endeavor to achieve equitable designate group representation.
2. The Joint Committee will be charged with the responsibility for designing, implementing, monitoring, and assessing the success of the Plan.
3. The Joint Committee is charged with the responsibility of considering all barriers to equity.
4. The Committee will consider strategies to address barriers to equity, and where necessary, will refer particular strategies to their respective principals for negotiation/ratification.
5. The designate groups, as referred to above, are:
 - people of aboriginal ancestry
 - people with disabilities
 - women
 - visible minorities

- 6. The Committee must obtain approval of the Plan by the respective parties and will then jointly seek the approval of the Saskatchewan human Rights Commission.
- 7. The Employer agrees to be responsible for wages, sustenance and accommodations.

Originally agreed this 17th day of November, 1998.

Renewed this _____ day of _____, 2008

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

Signed on behalf of:
CEP Local 481

Bargaining Committee Chair

Bargaining Committee Chair

Executive Director of Operations

LETTER OF UNDERSTANDING

Re; Article 24 – Annual Vacation

During the year of implementation of a change in the vacation year to correspond with a calendar year, the following shall prevail:

Employees may be eligible to utilize up to eight (8) days vacation, from the following vacation year's entitlement where an employee demonstrates a commitment to utilization of vacation credits based on the previous vacation year. Such commitment must be made prior to the date of ratification. Requests for such utilization shall be made within thirty (30) days of signing the collective agreement.

Signed this _____ day of _____, 2008

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

Signed on behalf of the
Communications, Energy and
Paperworkers Union, Local 481

Bargaining Committee Chair

Bargaining Committee Chair

Executive Director of Operations

**LETTER OF UNDERSTANDING
CONVERSION TO INDIVIDUAL SICK BANKS**

Article 1 Conversion from existing sick leave bank:

Article 1.1 Employees employed prior to the date of signing of this Memorandum of Agreement implementing the July 1st, 2005 until June 30th, 2008 collective agreement shall have recognition for sick leave placed in each employee's individual cumulative sick leave bank as follows:

- i) The pooled sick leave bank of 8500 days shall be divided equally among the full-time permanent employees as of January 1, 2008.**

Signed this _____ day of _____, 2008

**Signed on behalf of the
Saskatchewan Government and
General Employees' Union**

**Signed on behalf of the
Communications, Energy and
Paperworkers Union, Local 481**

Bargaining Committee Chair

Bargaining Committee Chair

Executive Director of Operations



The people united will never be defeated



Dale Schmeichel
Executive Director of Operations
SGEU
1440 Broadway Avenue
Regina, SK
S4P 1E2

October 23, 2008

Dale,

Re: Error in Collective Agreement Pay Schedule

It has been brought to my attention, and I have verified with Accounting, that the rates of pay in Appendix A of the CEP-SGEU Collective Agreement for the position of Membership Information & Production Co-ordinator should be:

	1st	2nd	3rd
2005-2006	28.74	29.90	31.09
2006-2007	29.32	30.50	31.72
2007-2008	30.20	31.41	32.67

We will take the necessary steps to include this information in the new agreement booklets. Please contact me if you have any questions.

Yours truly,

Kelly Diebel
President
CEP Local 481

c. S. Saunders
L. Rejc
R. Schramm



The people united will never be defeated

Dale Schmeichel
Executive Director of Operations
SGEU
1440 Broadway Avenue
Regina, SK
S4P 1E2

August 7, 2008

Dale,

Re: Error in Collective Agreement Pay Schedule

Lee Rejc has brought to our attention a typographical error in the pay schedules which form part of the 2005-2008 collective agreement between SGEU and CEP 481. Specifically, in each of the three pay schedules, there is a fourth step for Administrative Assistants (\$27.47 for 2005-06, \$28.02 for 2006-07, and \$28.86 for 2007-08).

We understand and agree that this fourth step is intended to apply only to those Administrative Assistants who work as the only Administrative Assistant in an office, with the exception of any cases in which the employer and the Union have previously agreed to red-circle or otherwise apply that rate to specific employees.

Yours truly,

Adriane Paavö
On behalf of Joe Pylatuk
Acting President
CEP Local 481

c. S. Saunders
Members, CEP 481

