

MEEWASIN VALLEY AUTHORITY

**April 1, 2005 –
March 31, 2007**

COLLECTIVE AGREEMENT

SGEU

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SIGNING PAGE

APPENDIX A - 2005 SALARY SCHEDULE

APPENDIX A – 2006 SALARY SCHEDULE

APPENDIX B - LIST OF ARBITRATION CHAIRPERSONS

APPENDIX C - LETTER OF UNDERSTANDING
RE: DEFERRED SALARY LEAVE PLAN

Articles of an Agreement made in duplicate this _____ day of _____, 2007, A.D.

BETWEEN

Meewasin Valley Authority of Saskatoon, Saskatchewan, hereinafter referred to as "the Authority"

OF THE FIRST PART

AND

The Saskatchewan Government and General Employees' Union, hereinafter referred to as "the Union"

OF THE SECOND PART

PREAMBLE

WHEREAS, it is the desire of the parties to this Agreement to maintain the existing harmonious relationship between the Authority and the members of the Union, to promote co-operation and understanding between the Authority and the employees, and to recognize the value of joint discussions, and negotiations in matters pertaining to working conditions, hours of work and scale of wages to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of the employees of the Authority.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

In this Agreement, unless the context otherwise requires, the expression:

- 1.01 **Authority** means the Meewasin Valley Authority, hereinafter referred to as the Employer.
- 1.02 **Bargaining Unit** means the group of unionized employees as per the Certification Order, as the employees.
- 1.03 **Chief Executive Officer** means the Chief Executive Officer of the Meewasin Valley Authority.
- 1.04 **Demotion** is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary range of lower maximum.
- 1.05 **Employee** or **Employees** means an employee or employees to which the terms of this Agreement apply as indicated in Article 2 hereof.
- 1.06 **Fiscal Year** is April 1st - March 31st.
- 1.07 **He, His, Him, She, Hers** or **Her** includes a reference to persons of the opposite gender whenever the facts or context so require.
- 1.08 **Part-Time Employee** means an employee who is scheduled to work less than full-time, as defined in Article 7, on a regular or term basis.
- 1.09 **Pay Plan** means the rates of pay as contained in Appendix A.
- 1.10 **Promotion** is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary range of higher maximum.
- 1.11 **Prorata Basis** means prorated according to the time worked while employed, as a percentage of the time worked by full-time employees in the same classification.
- 1.12 **Regular Employee** is an employee appointed to a continuing position within the Meewasin Valley Authority.
- 1.13 **Term Employee** is an employee whose term of employment is specified by beginning and termination dates.

- 1.14 **Transfer** is defined as the movement of an employee from one (1) position to another in the same or a different class with a salary range having the same maximum.
- 1.15 **Union** means the Saskatchewan Government and General Employees' Union.
- 1.16 **Vacation** means annual vacation with pay.

ARTICLE 2 SCOPE

The terms of this Agreement shall apply to all employees of the Authority, excluding the following positions:

- 2.01 Chief Executive Officer.
- 2.02 Executive Secretary.
- 2.03 Director of Operations.
- 2.04 Public Programs Manager.
- 2.05 Resource Planning Manager.
- 2.06 Design and Development Manager.

Persons employed by the Employer via short-term training, or employment creation programs, or the like shall not fall within the scope of the Bargaining Unit of this Agreement. Summer students, as historically employed by the Employer, will remain within the scope of the Bargaining Unit.

ARTICLE 3 UNION SECURITY

3.01 Recognition

The Employer agrees to recognize the Saskatchewan Government and General Employees' Union as the sole and exclusive collective bargaining agent for the employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives in any and all matters pertaining to working conditions, hours of work and scale of wages so long as the order of the Labour Relations Board shall remain in effect.

3.02 The Employer agrees to acquaint new employees upon employment, with the fact that a Union Agreement is in effect, and direct the person to the local Union representative.

3.03 **Deduction and Remittance of Union Dues (Check Off)**

On signed authorization by an employee, the Employer shall deduct, on behalf of the Union, all initiation dues, assessment, or levies, uniformly required, from the pay cheque of each employee, each month, who as a condition of employment is required to submit such initiation dues, assessments, or levies. The Employer shall remit to the Executive Director of Operations prior to the 20th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications, amount earned, amount of dues, initiation fees or levies, and addresses of employees from whose wages the deductions have been made. Such list may be transferred electronically by the Employer to the Union.

3.04 A monthly statement shall also be forwarded to the Union showing the names of all new employees covered by this Agreement hired during the month, the date they were employed and the name of all employees covered by this Agreement who have left the employ of the Employer during the month and the date of severance.

3.05 At the time Income Tax (T-4) slips are made available, the Employer shall indicate the amount of union dues paid by each Union member.

3.06 **Maintenance of Membership**

Every employee, who is now or hereafter becomes a member of the Union, shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after commencement of employment, apply for and maintain membership in the Union as a condition of employment, provided that any employee in the Bargaining Unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

3.07 An employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have union dues deducted from his/her salary and shall be entitled to all the benefits and protections afforded by this Agreement.

3.08 **Representation**

Employees shall have the right to the assistance of a Union representative(s) during discussions related to grievances, or negotiations. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance(s).

3.09 The Employer shall allow the Union to post notices and information of interest to the employees **on bulletin boards designated for that purpose in the office, Beaver Creek and the shop.**

3.10 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of membership or activity in the Union or physical disability.

3.11 **Use of Volunteers**

The Union will be provided with as much notice as possible, with a minimum of ninety (90) calendar days when practical and an opportunity to meet and discuss any intent to utilize volunteers for work normally carried out by regular employees and when the loss of a regular position will result.

3.12 **Contracting Out**

The Union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days notice when practicable, and an opportunity to discuss any intent to contract out work of the Bargaining Unit when such contracting out will result in loss of work for a regular employee. The Employer will attempt to convey opportunities for project work that might be suitable for current employees through Departmental channels.

3.13 **Job Descriptions**

Employees shall be given a job description upon commencement of employment and an updated version in the event that a significant change to their job is made.

ARTICLE 4 NEW AND VACANT POSITIONS

4.01 Positions shall be posted **on the designated bulletin boards in the office, Beaver Creek and the shop**, so as to provide employees with at least ten (10) working days to make application. All in-scope employees will be notified via the Authority's e-mail system **to the extent possible**.

4.02 Notification of Current Address

Employees shall be responsible for keeping the Employer notified of their current addresses, and the Employer shall not be liable to grievance action where it can be shown that failure to receive notice of vacancy is the fault of the employee in not notifying the Employer of the change of address.

4.03 Information in Postings

Such notice shall contain the following information: Name, duties and classification of position, qualifications, knowledge, skills and education required; wage or salary rate or range, hours of work and whether the position is full-time, part-time or temporary; deadline date for applications; expected start date of the position; term of the position; and any other pertinent information. A copy of all postings shall be sent to the Saskatoon Union Office. The Employer shall notify the Union as soon as possible of the successful applicant.

4.04 Role of Seniority in Appointments

The Authority shall attempt to fill vacant positions from within the in-scope membership of the Bargaining Unit of the Authority. The applicant with the most seniority with the Employer and having the necessary qualifications, knowledge, education and skills to do the job shall be appointed to the position.

4.05 Term Employees

The Employer agrees that term employees who keep the Employer informed, in writing by March 1st of each year, of their current address and desire to be employed, will be informed by letter, of projected job opportunities. Based on available jobs, the Employer will hire employees who have successfully completed the previous season(s) work.

4.06 Reversion of Permanent Employees

Regular employees who accept temporary in-scope work assignments will return to their permanent positions at the completion of the temporary work, unless there is a mutual agreement to revert prior to the completion of the temporary work. Should such an employee's permanent job have been abolished during a temporary work assignment, the employee shall have the benefit of Article 8 (Layoff).

4.07 New Classifications

The Employer will provide the Union with a job description and provisional classification for any new position created within the Union's scope. If the Union disagrees with the provisional classification, it shall notify the Employer within sixty (60) days of its notification. In such event, the parties shall negotiate and finalize the classification's title and rate of pay forthwith.

4.08 Reclassification

- a) When the duties of an in-scope position have significantly changed, either the Employer or the employee may initiate a review of their classification. Such review shall be limited to one (1) per position during the term of the Collective Agreement. The review shall be conducted by the Employer. If the review determines that a reclassification is warranted, such adjustment shall be retroactive to the date at which the review was initiated/requested in writing. The Union shall be notified of the results of any such review.
- b) No employee shall have their wages reduced as a result of a review and subsequent downward reclassification. Should a downward reclassification occur, the incumbent will receive no wage increases until such time as the wage scale for the classification meets the wage currently paid to the incumbent.

ARTICLE 5 PAY ADMINISTRATION

5.01 The rates of pay contained in Appendix A attached to and forming part of this Agreement, shall be the rates paid to employees occupying positions allocated to the classes of positions in the Classification Plan.

5.01.1 The parties agree that all disputes over changes in job requirements or

position descriptions will be resolved pursuant to the regular grievance procedure.

5.02 Where the Authority is participating in an employment program under which all or part of the related costs are paid by government, the rates of pay will be those contained in Appendix A, unless the employment program specifically limits pay rates to rates less than those in Appendix A, in which case the rates will be the maximum allowed by the program. The Authority will not participate in any subsidized employment program which would reduce or replace any permanent positions.

5.03 **Hiring Rates**

In-hiring rates of pay shall normally be at the minimum of the appropriate salary range. It is agreed by the parties the Employer may hire up to placement at Step II based on previous related experience.

5.04 **Increments**

New employees appointed at the starting rate established for the position shall become eligible for an increment upon completion of the probationary period of nine hundred (900) hours, and for a second (2nd) increment upon completion of six (6) months/nine hundred (900) hours. Thereafter, all employees shall become eligible for an annual increment, or an increment when equivalent number of hours is attained, to the maximum of their established range(s).

5.04.1 When an employee returns to work after a leave of absence without pay, or lay-off, except according to education leave policies, the employee will be credited with all service before the leave of absence or lay-off. Having achieved the required accumulation, the date upon which the increment is earned will be the new increment date.

5.04.2 For the purpose of Article 5. days paid for sick leave, pressing necessity, holidays, vacation, Worker's Compensation, leave with pay and Union business leave shall be regarded as service.

5.04.3 Increments shall be automatic according to Articles 5.04 through 5.04.2.

5.05 **Changes in Pay Range**

5.05.1 When a job is assigned to a higher pay class the employee shall move to the same step in the new pay class as held in the previous class.

5.06 **Promotion**

On promotion, an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than five (5) percent above his/her current salary and not more than the maximum of the new range. If the addition of five (5) percent produces a rate between two (2) steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two (2) rates.

5.06.1 Increment dates shall not be affected by promotion.

5.07 **Lay-Off and Recall**

5.07.1 Where an employee accepts a job at a lower pay class, in lieu of a lay-off or as a result of recall, the employee shall be placed at the step of the new range which provides the minimum reduction in salary.

5.07.2 A written notice of recall will be forwarded to the last known address of the employee, or handed directly to the employee. A copy of the notice will be kept on file. The Union shall have the right to review this file upon request. The employee will be given ten (10) days in which to respond.

5.08 **Temporary Performance of Higher Position Duties**

5.08.1 Where an employee is assigned to a position in an acting capacity to replace an employee in a higher pay classification that employee shall be paid at the rate in the higher position on the basis of the promotion formula outlined in Article 5.06.

5.08.2 Periods of temporary substitution shall not produce any change in increment dates and shall count for increment purposes. The rate in the higher class shall be adjusted based on increments in the lower range.

5.09 **Vacation Allowance**

An employee may, upon giving ten (10) working days notice, receive on the last office day preceding commencement of his/her annual vacation or other leave with pay, any pay cheques which may fall due during the period of vacation or leave.

5.10 **Severance Pay**

5.10.1 A regular employee shall be entitled to severance pay on the basis of one (1) week's pay for each of the first five (5) years of service and two (2)

weeks pay commencing in the sixth (6th) year and every year thereafter or portion thereof. Pay will be calculated on the basis of the employee's rate of pay at the time of separation. The calculation of severance pay will count the notice period set out in Article 8 as part of the period of service.

5.10.2 Such payment will be made in the event of job abolition, or when an employee resigns at the time of lay-off or when an employee's name is removed from the re-employment list.

5.11 **Travel and Sustenance**

5.11.1 Employees authorized to use their motor vehicle on a regular basis in the performance of their duties shall receive a monthly allowance of two hundred (200) dollars per month and shall be reimbursed at the current maximum Public Service rate for all out-of-town mileage.

5.11.2 **Incidental Mileage Expenses**

Employees other than those in Article 5.11.1 who are authorized on an occasional basis to travel within town on the Employer's business with a motor vehicle, will be paid three (3) dollars per trip or mileage, whichever is greater. The Employer agrees that in-town mileage will be six (6) cents per mile/four (4) cents per kilometre above the current Public Service rate. Incidental out-of-town mileage shall be paid at the Public Service rate.

5.11.3 **Accommodation**

Actual and reasonable charges supported by a receipt, or an amount of \$25.00 (twenty-five dollars) (no receipt necessary) will be paid for accommodation in private residence.

5.12 **Meals**

In-province rates, as adjusted from time to time, in effect between the Public Service and the Saskatchewan Government and General Employees' Union will apply. With prior authorization actual costs will be paid when supported by a receipt.

5.12.1 Out-of-province meal rates, as adjusted from time to time, in effect between the Public Service and the Saskatchewan Government and General Employees' Union will apply. With prior authorization actual costs will be paid when supported by a receipt.

5.12.2 **Incidental Expenses**

5.12.2.1 Actual and reasonable charges for such items as taxis, parking and storage

of vehicles, telephone, gratuities, laundry, drycleaning and valet service. For all the above charges, expenditures of more than ten (10) dollars require receipts. Other incidental expenses may be claimed if reasonable.

5.12.3 Meal and mileage rates shall be adjusted effective as of the date of adjustment by the Public Service.

5.13 **Overtime**

5.13.1 All overtime shall be on a voluntary basis. All overtime performed must be authorized in advance by the immediate Supervisor.

5.13.2 All overtime in excess of regular daily or weekly hours shall be paid at the rate of one point five (1.5) times daily. Overtime shall be paid out with the employees regular pay. The Employer may, on request by the employee, grant time off at the appropriate overtime rate in lieu of payment for overtime worked.

5.13.3 Time off in lieu shall be taken at a time mutually agreeable to the employee and the Supervisor. Any time in lieu not taken by March 31st each year will be paid out at the rate when earned.

5.13.4 Employees who receive a callback for overtime after leaving the place of work shall be paid for a minimum of three (3) hours at overtime rates.

5.14 **Pay Periods**

5.14.1 The pay periods will be bi-weekly.

5.15 **Shift Differential**

In addition to regular rates of pay, a shift differential in the amount of fifty (50) cents per hour shall be paid, effective July 8th, 1988, for all hours worked between 6:00 P.M. and 6:00 A.M. subject to the following:

- (a) Shift differential shall not be part of basic wage rates nor be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid;
- (b) Shift differential will not be payable in a modified work pattern unless the modified work pattern is established by the Authority to meet staffing requirements. It will not be payable where the modified work pattern has been approved and implemented by Management at the request of an employee(s).

ARTICLE 6 PROBATION

6.01 An employee shall be considered to be on probation for the first six (6) months/nine hundred (900) hours of service with the Authority.

6.02 During the period an employee is on probation, he/she shall be entitled to all rights and privileges of this Agreement except as herein noted:

- (a) The employment of such an employee may be terminated at any time during the probationary period with reasons in writing supplied and the employee shall have recourse to the grievance procedure only after completing the probationary period.

6.03 Employees who are promoted or transferred to vacant or new positions shall serve a trial period of three (3) months/four hundred and fifty (450) hours to demonstrate their suitability for the job. During the trial period, an employee may revert back, or be required to revert back to his former position and any other employee promoted or transferred because of the rearrangement of positions resulting from the original appointment shall also be returned to his former position.

6.04 Notwithstanding the above provisions, it is agreed that the probation period specified in Article 6.01 may be extended for a further three (3) months/four hundred and fifty (450) hours or the trial period specified in Article 6.03 for a further two (2) months/three hundred (300) hours by mutual consent between the parties in this Agreement. Application for extension of an employee's probation or trial period can be made by either party at any time up to fifteen (15) days prior to the completion of the initial period.

6.05 Upon successful completion of the probationary period, the employee shall be so informed in writing.

6.06 **On Reclassification**

No probationary period shall be required of an employee in a position which is reclassified unless the employee is on probation; if on probation the employee shall continue to serve the probationary period minus service accumulated to that point.

6.07 **Assessment While on Probation**

Any written performance assessments performed on any probationary employee shall be shown to the employee at the time of the assessment and shall be signed by the employee to indicate awareness of the assessment.

6.07.1 Employees on probation shall receive a written evaluation of their performance, at the end of the second (2nd) and fifth (5th) months, upon request.

6.08 An employee who has worked in excess of sixty (60) days, but less than the probationary period, shall receive an Exit Performance Assessment upon termination.

ARTICLE 7 HOURS OF WORK

7.01 Except as stated in Articles 7.05, 7.06 and 7.07 the hours of work are a five (5) day, thirty six and one-quarter (36 1/4) hour week at seven and one-quarter (7 1/4) hours per day, Monday to Friday, or with the prior approval of the immediate Supervisor, an employee may elect to work flex-time.

7.02 Further to Article 7.01, employees may request and Management may approve flexible start and stop times except that all employees are required to work the core hours of work which are Monday through Friday, 9:00 a.m. to 12:00; 1:30 p.m. to 4:00 p.m.

7.03 Employees, other than Term Construction employees may opt to work a five (5) day, thirty seven and one-half (37 1/2) hours per week at seven and one-half (7 1/2) hours per day.

Employees who opt for the seven and one-half (7 1/2) hour day shall be entitled to take eight earned days off per year subject to the following:

(a) Employees' work schedules and earned days off must be approved by Management before they become effective.

7.04 Noon hour coverage will be provided when required. Arrangements for such coverage will be subject to mutual agreement at the local level.

- 7.05 Hours of work for regular construction employees shall be thirty-eight and three quarters (38 3/4) hours per week - seven and three quarters (7 3/4) hours per day. However, employees shall work eight (8) hours per day - five (5) days per week to earn eight (8) days off with pay per year.
- 7.06 The hours of work for the Conservation Officer, Interpreters and temporary or term employees working at the Beaver Creek Interpretation Centre, the Meewasin Rink and the Meewasin Valley Visitor Centre are a thirty six and one-quarter (36 1/4) hour week at seven and one-quarter (7 1/4) hours per day. Scheduled days off will be set with the approval of the Supervisor.
- 7.07 The Employer may require or permit employees at Interpretation Centres and the Rink to work in excess of thirty-seven and one-half (37 1/2) hours in any week without overtime so long as the total hours worked in any four (4) week period does not exceed one hundred and fifty (150) hours.
- 7.08 **Rest Periods**
- All employees shall have two (2) fifteen (15) minute rest periods per day.

ARTICLE 8 LAY-OFF

- 8.01 Written notice as shown below shall be given to any employee who is laid off, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment:
- (a) Four (4) weeks written notice if his period of employment is less than five (5) years;
 - (b) Six (6) weeks written notice if his period of employment is five (5) years or more, but less than ten (10) years;
 - (c) Eight (8) weeks written notice if his period of employment is ten (10) years or more.
- 8.02 Employees shall be paid in lieu of notice if such notice is not given.
- 8.03 In the event of a lay-off required due to lack of work or staff reduction, the more senior employees shall be retained in employment, subject to having the appropriate qualifications and ability.

8.04 A laid off employee who has completed at least twelve (12) months or eighteen hundred (1800) hours of service in the bargaining unit, shall be entitled to recall from lay off for a period of twenty-four (24) consecutive months provided a position is available for which they have the appropriate qualifications and ability.

ARTICLE 9 SENIORITY

9.01 Definition of Seniority

Seniority is defined as the total length of service in a regular and/or term employee position for employees who have completed twelve (12) months/one thousand and eight hundred (1,800) hours of accumulated service in the Bargaining Unit.

9.02 Loss of Seniority

Seniority shall only be lost for the following reasons:

- (a) Dismissal or termination for cause and not reinstated.
- (b) Resignation in writing and not withdrawn within four (4) working days.
- (c) Appointment to an out-of-scope position, other than on temporary performance of higher duties.
- (d) Continuous layoff for a period in excess of twenty-four (24) months.

ARTICLE 10 VACATIONS

10.01 Vacation credits shall be earned on the following basis:

- (a) During the first (1st) and subsequent years including the seventh (7th) year of continuous employment, one and one-quarter (1 1/4) days per month worked or fifteen (15) working days per year;
- (b) During the eighth (8th) and subsequent years including the fourteenth (14th) year of employment, one and two-thirds (1 2/3) days per month worked or twenty (20) working days per year;

- (c) During the fifteenth (15th) and subsequent years of continuous employment including the twenty-fourth (24th) year of continuous employment two one-twelfth (2 1/12) days per month worked or twenty-five (25) working days per year.
- (d) During the twenty-fifth (25th) and subsequent years of continuous employment, two and one-half (2 1/2) days per month worked or thirty (30) working days per year.

10.02 **Vacation Year** means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following calendar year unless prior agreement provides alternate dates.

10.03 Employees shall be entitled to take vacation leave to the extent earned in an unbroken period. Those who receive vacation allowance on each cheque shall be granted leave of absence without pay, if requested. In both cases, the leave will be taken at a time mutually agreed between the employee and the Supervisor.

10.04 An employee may be permitted to carry over any unused vacation entitlement from vacation year to vacation year with the approval of the Chief Executive Officer or designate. Such requests and the Chief Executive Officer's response shall be in writing.

10.05 All employees who work less than full-time, year round, shall be paid vacation allowance at the appropriate rate of gross wage earnings on each pay cheque upon request by the employee.

10.06 When a public holiday designated in Article 11 falls within an employee's annual vacation, an additional day(s) vacation will be granted.

10.07 In the event of death of an employee, any amount due under this Article shall be paid to the estate.

10.08 Vacation Credits on Re-employment

A regular employee who has had a break in service or has left the employment of Meewasin Valley Authority for two (2) years or less shall, upon return, be credited with vacation credits earned prior to the break in service. The two (2) year period shall not include time spent on the re-employment list.

ARTICLE 11 PUBLIC HOLIDAYS

11.01 Public holidays shall mean the following days:

New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and, in addition, one (1) day to be designated each year by mutual agreement between the parties, and any other day proclaimed by federal, provincial or municipal authority to be a holiday.

11.02 Subject to other provisions of this Article, public holidays shall be observed without loss of pay.

11.03 When a public holiday falls on an employee's regular day off, another day off with pay shall be granted in lieu of the holiday to run continuously with the employee's regular days off and such day off in lieu shall be treated as a public holiday for the purpose of the Agreement as it applies to that employee.

11.04 **Employees Working Less than Full-Time**

Part-time and term employees will be paid overtime rates for any time worked on public holidays in accordance with Article 11.05. Such overtime pay at one point five (1.5) times will be included with the cheque for the period. Part-time and term employees will be reimbursed on a pro-rated basis for public holidays which are not worked based on the following formula:

$$\frac{\text{Total hours worked in year}}{\text{Full-time annual hours}} \times 11 \text{ public holidays}$$

The above calculation for public holidays will be made at the end of December each year (or at termination if sooner) and the payment included on the next payroll cheque. The Employer may make approximate advances of public holiday pay in this instance with a final adjustment amount paid after the December 31st calculation.

11.05 **Falling on Days of Rest**

If any one of the holidays listed in Article 11.01 falls on a Saturday or Sunday and is not proclaimed as being observed on some other day(s), it shall be observed so as to be continuous with the weekend.

11.06 **Working on a Holiday**

11.06.1 An employee who is required to work on a designated holiday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay in addition to the regular daily rates.

By agreement between the employee and the Supervisor, the employee may take a day off in lieu of regular pay at mutually agreeable time.

11.06.2 An employee who is authorized to perform overtime work on a designated holiday shall be paid at a rate of two (2) times his regular pay for each hour in excess of normal hours which he works.

ARTICLE 12 SICK LEAVE

12.01 Sick leave, for purposes of this Article, means that period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor or dentist or because of an accident or illness for which compensation is not payable under The Worker's Compensation Act.

12.02 Employees shall earn sick leave credits based on the following rate for full-time employees: fifteen (15) days sick leave per year at the rate of one and one-quarter (1 1/4) days per month of employment, pro-rated for part time employees.

12.03 The unused portion of an employee's sick leave shall be accumulated from year to year to a maximum of two hundred and sixty-two (262) days.

12.04 Employees will draw on sick leave credits to the extent earned.

12.05 A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. An employee shall inform the Supervisor normally before starting time or as soon as possible of the need to be absent.

12.06 An employee may be required to produce a medical certificate prior to being granted sick leave for an illness of over three (3) days.

- 12.07 The payment of benefits can only cease on the date of lay-off or separation when the disability started within the two (2) months preceding this date, and that notice of lay-off or separation was given prior to the beginning of the disability. In all other situations relating to lay-off or separation, benefits must be paid for the lesser of the duration of the disability, the utilization of all accumulated days, or fifteen (15) weeks.

ARTICLE 13 EMPLOYEE BENEFITS

- 13.01 As a condition of employment all regular full-time employees shall participate in the Saskatchewan Public Employees' Superannuation Plan, the Public Employees' Group Life Insurance Plan and the Public Employees' Disability Income Plan. Part-time or term employees meeting the requirements for the Disability Income Plan and having the option to join, shall be allowed to join and the Employer shall agree to pay the Employer portion, if the employee opts to participate in the Plan.

- 13.02 The Employer agrees to provide, to the employees at no charge, the Public Employees' Dental Plan and an additional .51% to enhance the Public Employees' Dental Plan, effective upon signing of this Memorandum of Agreement (December 1, 1998).

13.03 Employment Insurance Premium Reduction

Any part of a premium reduction under the Employment Insurance Premium Reduction Program, which is attributable to the employees, will be used to provide short-term disability benefits to the employees according to Meewasin Valley Authority Policy 3.18. This policy shall remain in effect without modification unless agreed to by both parties for **the term of this Agreement.**

- 13.04 Any employee utilizing the benefit under Meewasin Valley Authority Policy 3.18 shall apply for Employment Insurance Benefits as provided, and shall refund the Employer all Employment Insurance Benefits received.

13.05 Pension Plan

Effective **date of signing of the Agreement, the Employer's contribution to the pension plan will increase by .7% (to 6.45%) with such contributions** matched by the **employees.**

ARTICLE 14 MATERNITY, PATERNITY AND ADOPTION LEAVE

- 14.01 An employee who has completed twenty (20) weeks of employment and who makes application for leave at least one (1) month in advance of the requested commencement date and provides the Supervisor with a medical certificate or adoption order certifying that she is pregnant or about to adopt and specifying the expected date of confinement or adoption is entitled to and shall be granted maternity or adoption leave without pay in accordance with the following Articles:
- 14.02 A period of up to twelve (12) months in any combination before or after the birth of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required, an extension of up to twelve (12) additional months shall be allowed. Leave in the event of the adoption of a child shall cover a period of up to twelve (12) months following the date of adoption. Requests for such leave shall be made one (1) month in advance of the commencement date, except in unavoidable circumstances.
- 14.03 In the event of the birth or adoption of a child, an employee who has completed twenty (20) weeks of employment, shall be entitled to a maximum of twelve (12) months paternity leave without pay. Requests for such leave shall be made one (1) month in advance of the requested date of commencement. The leave may be taken in any combination before or after the birth or adoption of the child.
- 14.04 The Employer shall not dismiss or lay-off an employee because of pregnancy or adoption, or because an employee has applied for leave in accordance with the above.
- 14.05 While on the above leave, an employee shall retain full employment status during the period in which he/she would have normally been employed. However, sick leave and vacation credits will not accrue during the period of the leave, and the employee will not be entitled to sick pay or paid statutory holidays during the above.
- 14.06 Subject to the qualifying provisions of the Benefits Plan, an employee on leave under this Article may elect to maintain pension and insurance benefits for the period in which she would normally have been employed, by paying her share of the premium.
- 14.07 When an employee elects to return to work prior to the expiration of leave granted under this Article, at least fifteen (15) days notice in writing shall be provided to the Employer. Upon return, the employee shall be placed in her former position, or an equivalent position.

14.08 Should an employee not return to work within the period defined under Article 14.01 and 14.02 she shall be deemed to have terminated employment unless satisfactory reason is demonstrated.

ARTICLE 15 PRESSING NECESSITY AND BEREAVEMENT LEAVE

15.01 Employees shall be allowed leave of absence with pay without loss of benefits in cases of leave under this Article to a maximum of five (5) days per request. The leave shall be granted for urgent personal reasons or for bereavement or serious illness of a member of the employee's immediate family.

15.02 Personal/Family Leave

An employee may be permitted by the Employer to use two (2) days sick leave credits per fiscal year for personal/family responsibilities.

Personal/Family Leave is used for carrying out a personal or a family responsibility within the context of today's societal demands and pressures.

ARTICLE 16 UNION BUSINESS LEAVE

16.01 Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. The Union shall reimburse the Employer for such salary costs where more than two (2) staff persons are involved in negotiations.

16.02 One (1) employee representative of the Union shall suffer no loss of pay or benefits in time involved in grievance procedures.

16.03 Upon written request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay and benefits shall be allowed for employees to attend meetings of the Provincial Executive and its Committees, or any bodies affiliated with the Saskatchewan Government and General Employees' Union. It is agreed that pay and benefits will be continued by the Employer. **The Employer shall submit an invoice detailing names, dates and number of hours, to SGEU for reimbursement by the Union.**

16.04 An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted unpaid leave of absence for a period of one (1) year. Such leave may be renewed each year, on request, during his term of office to a maximum of three (3) years.

ARTICLE 17 GENERAL AND EDUCATIONAL LEAVE

17.01 Subject to the demands of the work place, leave of absence without pay may be granted to any employee by the Chief Executive Officer. The employee's request and reasons and the Chief Executive Officer's response shall be in writing. Employees on indefinite leave of absence shall be required to apply for extensions annually giving proof that the original conditions under which the leave was granted still prevail. Definite leave is leave of a specified duration.

17.02 Jury Duty

In the event that an employee is required to serve as a juror or to appear in court as a witness, or for jury selection, he shall suffer no loss of pay. The employee shall deposit with the Employer the full amount of compensation received from the court, excluding mileage, travel and meal allowance.

ARTICLE 18 DISCIPLINE, SUSPENSION AND DISMISSAL

18.01 Letter of Reprimand

Reprimands of a serious nature shall be recorded by means of a letter to the employee with a copy to the Union. The employee's reply to specific complaints, accusations or expressions of dissatisfaction shall be recorded.

18.02 Notice of Termination of Employment

An employee who has completed his probationary period may be dismissed for cause by the Authority. Such employee and the Union shall be advised in writing by the Authority of the reasons for the dismissal.

18.03 Notice of Suspension

An employee may be suspended for cause. When an employee is suspended he shall be given the reason in the presence of his Steward. Reasons shall also be provided in writing to the employee and to the Union.

18.04 **Burden of Proof**

In cases of reprimands, suspension, and dismissal, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the suspension, dismissal or reprimand notice. The record of an employee shall not be used for any reason after twelve (12) months of satisfactory service.

18.05 An employee who has been unjustly suspended or dismissed shall be immediately reinstated in his former position without loss of benefit.

ARTICLE 19 GRIEVANCES

19.01 Any disagreement between the parties to this Agreement with respect to the application or interpretation of the Articles contained herein, or any other matters relating to conditions of employment shall be resolved according to the following procedure:

19.02 **Time Limits**

A grievance shall be deemed to have been initiated on the date a written statement of grievance has been received by the Supervisor or Chief Executive Officer. A grievance to be accepted must be initiated within sixty (60) calendar days from the date of the alleged infraction. Notwithstanding, the sixty (60) calendar day time limit shall not apply to those items included in the Agreement where the Employer has allegedly failed to apply a specific benefit, i.e. vacation leave, sick leave, shift differential, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction occurred. The effective date of any necessary retroactive pay shall be the date on which the infraction first occurred.

19.03 **Procedure**

Step 1: The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the Chief Executive Officer or designate who shall render a decision in writing within seven (7) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Chief Executive Officer and to the Union.

19.04 **Step 2:** Failing a satisfactory settlement at Step 1, the grievance may be referred to the Management and Finance Committee of the Authority in writing, but, if referred, it must be referred in writing within fifteen (15) working days after receipt of the decision of the Chief Executive Officer or designate. The Committee shall render a decision in writing within fifteen (15) working days.

19.05 **Step 3:** Failing a satisfactory settlement at Step 2, the Union may, within seven (7) calendar days of receipt of the decision at Step 2, refer the grievance to a Board of Arbitration.

19.06 Notwithstanding the above, time limits may be modified by mutual agreement between the parties.

ARTICLE 20 ARBITRATION

20.01 Establishment and Composition of an Arbitration Board

20.01.1 When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the Board by the applicant shall be included.

20.01.2 Within ten (10) working days of receiving the notice, the party receiving the notice shall furnish the name of its appointee to the Arbitration Board.

20.01.3 Within ten (10) working days of the appointment of the second (2nd) person, the two (2) appointees shall appoint a third (3rd) member of the Board who shall be the Chairperson. If the two (2) appointees fail to agree within the time limit, the Chairperson will be selected from a panel of four (4) individuals, on a rotational basis. The panel shall be established by the parties to this Agreement. The order in which they will act shall be determined by the order in which they have set in rotation. In the event that the person whose turn it is to act is not available, the member next following shall act.

20.02 Procedure of an Arbitration Board

20.02.1 The Chairperson of the Board shall fix a time and place of sittings after consultation with the other members and notify the parties. The Board shall meet not later than seven (7) calendar days after it has been constituted, unless by consent of both parties the date is changed.

20.02.2 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

20.02.3 Witnesses shall be paid by the party calling them. Board witness costs shall be shared equally by the parties.

20.03 **Decision of an Arbitration Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

The decision shall be final, binding and enforceable on all parties.

The Board shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within eight (8) days.

20.04 **Expenses of an Arbitration Board**

Each party shall pay the fees and expenses of the nominee it appoints.

The fees and expenses of the Chairperson and any other common expenses, shall be shared equally by both parties.

20.05 **Selection of Arbitrator**

The list of nominees, as contained in Appendix B, shall constitute the panel of arbitrators when the Authority and the Union's appointees fail to appoint an arbitrator with the specified time limits per Article 20.01.3.

The Arbitrator shall be nominated from the panel in the order listed.

Where a nominee from the panel is chosen and acts as Chairperson, or a nominee from the panel declines, then the name which follows in the order listed shall act as the next Chairperson.

If the list of Arbitrators falls below three (3) Arbitrators, the parties agree to meet and reappoint.

ARTICLE 21 SAFETY AND HEALTH

21.01 The Employer will comply with the provisions of the Occupational Health and Safety Act and Regulations.

21.02 Adequate first aid supplies (based on Worker's Compensation Board recommendations) shall be provided at all Employer work sites and for all vehicles.

21.03 The Employer will supply winter survival kits acceptable to the Saskatchewan Safety Council for use in all company vehicles.

21.04 Employer to cover cost of first aid training for staff working regularly at out-of-office sites.

21.05 **Occupational Health and Safety Administration**

(a) **Occupational Health and Safety Committees**

There shall be an Occupational Health and Safety Committee consisting of representation from the Union and the Employer and the parties agree to cooperate in the establishing and ongoing function of this Committee.

(b) **Referral of Safety Concern**

An employee or a group of employees who have a health or safety concern should endeavour to resolve the concern by first referring the concern to the immediate Supervisor or Safety Officer, who will investigate and take remedial action. Should the concern not be addressed, the employee or group of employees shall bring the concern to the attention of the Occupational Health and Safety Committee.

(c) **Duties of the Committee**

The Occupational Health and Safety Committee shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions without loss of pay. Minutes of all committee meetings shall be provided to the Union, Employer and Occupational Health and Safety Branch of the Department of Human Resources,

Labour and Employment of the Province of Saskatchewan.

(d) **Safety Measures**

Employees shall be supplied and required to use all necessary tools, equipment and protective clothing as required by Safety Regulations and/or all established procedures.

(e) **Right to Refuse Dangerous Work**

Employees may refuse to do any particular act or series of acts, where they have reasonable grounds for believing it would be unusually dangerous to their health and safety or that of their co-workers, until steps have been taken to satisfy them otherwise or until the Occupational Health and Safety Officer has established the matter. The worker may not be discriminated against by reason of the fact that he/she has exercised this right. An Employer may, however, temporarily assign the employee alternate work, at no loss of pay, until the matter has been resolved.

(f) **No Disciplinary Action**

No employee shall be required to work on any job or operate any equipment which, in the opinion of the employee or the Occupational Health and Safety Committee, is unsafe until the Committee has investigated the matter or situation. No disciplinary action shall be taken against an employee under these conditions.

21.06 Boot Allowance

A \$100.00 annual boot allowance shall be paid to **employees required to wear appropriate footwear as legislated by the Occupational Health and Safety Act and Regulations.**

21.07 Respectful Workplace Policy Statement

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

ARTICLE 22 and the *The Occupational Health and Safety Act.*
WORKERS' COMPENSATION SUPPLEMENT

22.01 Regular Employees

22.01.1 When a regular employee is injured in the performance of his duties, or incurs an industrial illness, and the accident or illness is compensable under the provisions of The Workers' Compensation Act, 1979, the following provisions shall apply.

22.01.2 Subject to the proviso that the total compensation received by an employee shall not exceed normal earnings, regular employees shall be compensated on the following basis:

22.01.3 From and including the day of injury to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive his normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee. The difference between the employee's normal earnings and the benefit payable from Workers' Compensation will be charged against the employee's available sick leave credits.

22.01.4 After two (2) years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive payments only as provided by the Workers' Compensation Board.

22.01.5 Pending receipt of payments from the Workers' Compensation Board, an employee shall receive normal earnings, provided however, that the Employer in its discretion, may limit such earnings to the amount of an employee's accumulated sick leave benefits as at the commencement of his disability. Proof of disability will be required before such payments are made.

22.02 Employee Status and Benefits

22.02.1 An employee shall be entitled to carry forward any unused vacation leave up to and including the full entitlement for the month of the injury, until he returns to work. While an employee is being paid Workers' Compensation, he shall not earn any vacation or sick leave credits.

22.02.2 After two (2) years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive an indefinite leave of absence for up to one (1) year, subject to renewal after each additional year.

22.03 Subject to the time restrictions specified in Article 22.04, an employee who is receiving benefits from the Workers' Compensation Board as a result of an accident arising out of the performance of regular duties with the Authority shall continue to be paid by the Employer, and the Employer shall receive reimbursement from the Workers' Compensation Board to ensure that there is no delay to the employee in receiving benefits.

22.04 The payment by the Authority provided in Article 22.03 shall continue during the period of disability or for a period of twelve (12) months, whichever is the shorter.

ARTICLE 23 CONDITIONS AND BENEFITS

23.01 All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.

23.02 All benefits of this Agreement shall, unless otherwise specified, accrue on a prorata basis to employees who work less than full-time.

ARTICLE 24 EMPLOYEE FILES

24.01 An employee shall be allowed to peruse her own personnel file upon request to the Director of Operations.

24.02 The parties recognize the value of performance evaluation and as such the Employer agrees to ensure the process for conducting such evaluations are standardized.

ARTICLE 25 DURATION OF AGREEMENT

25.01 This Agreement shall be binding and remain in effect from **April 1st, 2005 to March 31st, 2007** and shall continue from year to year, thereafter unless either party gives to the other party notice in writing to negotiate amendment(s), no less than thirty (30) days nor more than sixty (60) days prior to the expiration date of this Collective Agreement.

25.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

25.03 Both parties shall adhere to the terms of this Agreement during collective bargaining.

25.04 Within thirty (30) days of signing the Collective Agreement, Management will attempt by mail, based on the last known address, to contact former employees regarding retroactive pay. Former employees must apply in writing for any retroactive pay within sixty (60) days of signing the Collective Agreement. A list of employees that Management attempted to contact will be given to the Union.

IN WITNESS WHEREOF, the parties hereto on the _____ day of _____ 2007,
cause these presents to be executed effective the 1st day of April 2005.

In the presence of:

Signed on Behalf of Meewain Valley
Authority, represented by:

G. Charman, Director of Operations

G. Trew, Employer Negotiator

In the presence of:

Signed on Behalf of Saskatchewan
Government and General Employees'
Union, represented by:

J. Wall, Chairperson

A. Whiting, Committee Member

J. Nelson, Committee Member

D. Bussiere, AAA, SGEU

APPENDIX A - SALARY SCHEDULE - EFFECTIVE APRIL 1, 2006

	POSITION	EFFECTIVE	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS
S1	Typist Annual Hourly	01-Apr-06	19192.47 10.18	20152.10 10.69	21159.70 11.23	22217.69 11.79	23328.57 12.38	24495.00 12.99
S2	Clerk Typist (Reception & Part-time)	01-Apr-06	26007.58 13.80	27307.96 14.49	28673.36 15.21	30107.03 15.97	31612.38 16.77	33193.00 17.61
S3	Interpreter I	01-Apr-06	27903.72 14.80	29298.90 15.54	30763.85 16.32	32302.04 17.14	33917.14 17.99	35613.00 18.89
S4	Admin Assistant I (Term)	01-Apr-06	29570.28 15.69	31048.79 16.47	32601.23 17.30	34231.29 18.16	35942.86 19.07	37740.00 20.02
S5	Admin Assistant (Development Fund)	01-Apr-06	30603.75 16.24	32133.94 17.05	33740.63 17.90	35427.66 18.79	37199.05 19.73	39059.00 20.72
S6	Design Assistant Communications Coordinator (PFSRB)	01-Apr-06	32931.60 17.47	34578.19 18.34	36307.09 19.26	38122.45 20.22	40028.57 21.24	42030.00 22.30
S7	Accounting Officer Resource Management Officer Interpreter II	01-Apr-06	34375.64 18.24	36094.43 19.15	37899.15 20.11	39794.10 21.11	41783.81 22.17	43873.00 23.27
S8	Construction Supervisor (40 hr/week)	01-Apr-06	42525.17 21.11	44651.43 22.16	46884.00 22.54			

APPENDIX A - SALARY SCHEDULE - HOURLY

H1	Horticulture Foreman	01-Apr-06	18.14	19.00	19.95			
H2	Construction Foreman	01-Apr-06	17.51	18.39	19.31			
H3	Labourer	01-Apr-06	11.86					
		01-Nov-06	14.00					

H4	Rink Attendant	01-Apr-06	11.86					
H5	Student Employment	01-Apr-06	12.96					
		01-Nov-06	14.00					
- adjust top rate by 2.2% and add new 5% step to create top step; then work backwards to create lower steps with 5% adjustment between each step.								
	indicates special market adjustment							

APPENDIX B

LIST OF ARBITRATION CHAIRPERSONS

Dan Ish

Ted Priel

Ken Norman

APPENDIX C

LETTER OF UNDERSTANDING

RE: DEFERRED SALARY LEAVE PLAN

The parties agree to establish a Joint Committee of no more than four (4) members and not less

than two (2) with equal representation of both parties to develop and implement an employee funded Deferred Salary Leave Plan, before the terms of this Agreement expire.

Signed on Behalf of Meewasin Valley
Authority, represented by:

Signed on Behalf of Saskatchewan
Government and General Employees'
Union, represented by:

Signed this _____ day of _____ 1999.

Original Signed May 18, 1999