

REPORT ON BARGAINING

Public Service/Government Employment Sector

July 2004

Message from Barry Nowoselsky, Chair, PS/GE Bargaining Unit

On behalf of the PS/GE Negotiating Committee, I would like to thank the members for voting to support a strike mandate. We believe the positive support in the strike vote will help us during this round of bargaining and will ensure that we achieve a collective agreement that is fair and equitable for all members.

On behalf of the Provincial Strike Committee, I also want to thank members in work units throughout the province for your overwhelming support to participate in rotating strikes at your work place. These work unit votes provide the Negotiating Committee with a strong position in bargaining.

We returned to the bargaining table July 13th and met with the employer for 9 days during the last 3 weeks of July. We were able to achieve many positive changes during these negotiations.

At the table, we have agreed to the following items, which we believe are significant gains. We want to remind you, however, that although we have resolved some major issues, we have, in no way, concluded bargaining. There are many outstanding items that will have to be addressed before we have a final agreement. As well, we remind you that these changes are finalized only after the PS/GE Bargaining Council endorses the Memorandum of Agreement and members have ratified the agreement.

Hours of Work

- **Field hours of work** - We believe we are breaking ground with respect to field hours of work and will continue to negotiate improvements. The employer proposed some language changes to address issues around field hours, including an assigned minimum 1 day of rest per week. We also received a commitment to review designated field occupations to ensure that they are in the correct hours-of-work designation.
- The employer has agreed that, based on operational needs, permanent part-time employees may request a reduction in hours if they wish to do so.

Overtime

➤ **Article 11.7 Phone calls after hours**

The employer agreed to remove any reference to field employees. This will now allow field employees who receive a call from management or designate after hours to be paid at the applicable overtime rates without waiting until they have worked over 12 hours in a day.

➤ **Article 9.5.1.A.7 Payout of accumulated EDOs**

We reached agreement that EDOs accumulated by field employees in an averaging period shall be paid out at 1½ times the employee's regular rate of pay, based on the pay rate in effect at the time of the end of the averaging period.

Workload in Social Services

- We received a letter from the Deputy Minister of the Department of Community Resources and Employment (DCRE) committing to the implementation of the workload measurement tool. We will continue to press for an implementation date and to identify the parameters for the workload measurement tool.

Pension

➤ **Article 15.15.2.D.4 Pension Contributions**

For contributory earnings for pension purposes, regular and overtime earnings will increase from a maximum of \$38,000 per year to \$44,300 per year for Labour Service employees.

Grievances

- The parties agreed to develop a Letter of Understanding to pilot an appeal process for staffing grievances for the term of the collective agreement. We anticipate that this will expedite staffing disputes in a timely manner.
- There is agreement from both parties to expedite the process for resolving grievances.
- The Letter of Understanding 98-2 Dispute Resolution will be updated and renewed.
- We reached agreement that Step 2 meetings will be scheduled within 30 calendar days of the date of the request for a meeting. We anticipate that this will assist in dealing with grievances in a timely manner.

Illness, Injury & Safety

- We agreed to have the Joint Rehabilitation Committee review proposals regarding prolonged illness and rehabilitation provisions. The Committee will bring recommendations to the table prior to signing the collective agreement.

Northern Allowances

➤ **Article 15.1.3.D**

A new clause has been added to Article 15.1.3. In Fond-u-Lac, Stony Rapids, Black Lake, Wollaston Lake and Uranium City, the actual and responsible charges for meals, supported by receipts, will be approved. Where a receipt is not provided, reimbursement will be at the regular in-province rates. This new provision will address the issue of the cost of meals in the North over and above regular meal allowances.

➤ **Mileage rate north of the 54th parallel**

The employer is developing a proposal to address the issue of the northern mileage rate.

Staffing Improvements

➤ **Article 6.2.3. E Term work**

We reached agreement that term work shall not exceed six months unless it has been posted. This reduces the threshold from one year.

➤ **Reference Checks**

The Union proposed that panel reps participate in reference checks. The employer agreed that the panel rep and manager will review the reference check guide to ensure that reference checks are applicable to the competencies of the position.

- We reached agreement that employees, who have successfully passed an interview and were less senior, may not be required to be reinterviewed for a competition for a position with similar duties and responsibilities for up to one year. The employee may have to undergo further assessment if the position requires different competencies.

➤ **Article 6.1.9.9 Request to Transfer by Employees**

We agreed to delete the last sentence that required employees who used their seniority to transfer to a bulletined vacancy to wait for a period of one year before exercising the option again.

- The employer agreed to ensure that core competencies are developed prior to staffing a position.
- The employer agreed that all employees are entitled to leave with pay to attend employment examinations and/or interviews conducted by the Commission or an employing agency provided the employee was scheduled to work on that day. Employees will not have to utilize sick leave, vacation leave or time in lieu.
- The employer agreed that all employees are entitled to leave with pay to attend observation shifts and/or interviews conducted by the Commission or an employing agency. This provision will apply to existing employees only.

- We reached agreement that eligibility lists may be established in consultation with the union.
- **Article 10.2 A Initiation Process**
Employees on a subsequent probation will now have the ability to apply for job share or variable hours of work arrangements. The provision had previously distinguished between employees on initial and subsequent probation.

Classification

- **Definition of Challenge Unit**
The employer agreed to provide a definition of a challenge unit that will be contained in the Collective Bargaining Agreement (CBA). Many members had requested this definition in order to clarify who could challenge reclassifications.
- **Reclassification Posting**
The employer agreed to post reclassification decisions in the reclass challenge unit in addition to the Careers Bulletin.
- **Effective Date of Reclassification**
The employer has agreed, in exceptional circumstances, to review retroactive application of reclassification requests with the union. This allows for a review of the effective date of the reclassification assignment when the current provision that limits the date to six months is inappropriate.

Additional Items

- Definition of a Day - We reached agreement on a proposed recommendation for a definition of day.
- **Article 7.1.H Initial Probation**
The employer agreed to amend the article to include the provision that an employee will be appointed to permanent status if the employee is not notified by the expiry date of the probationary period that s/he has not successfully completed their initial probationary period.
- **Article 7.2.E Subsequent Probation**
A new clause has been added to Article 7.2. Employees on subsequent probation who are approved for a job share or variable hours of employment may have their probation extended in order to assess performance. The extension may be for no more than 12 months. This proposal clarifies how an employee on subsequent probation who has an approved job share will complete her probationary period.
- We agreed that the employer will advise employees of their right to union representation for negative probationary reviews.
- **Article 15.1.2.A Accommodation**
The employer agreed that actual and reasonable charges supported by a receipt will be accepted for hotels.

- **Article 15.15.5 Extended Health Care Benefits**
We reached agreement to clarify the language regarding administration of the Extended Health Care Plan.
- **Article 15.15.8 Retiree Benefit**
The employer agreed to clarify the subsidization of extended health benefits and responsibility of the Joint Board of Trustees.
- We agreed to create an alphabetical index at the back of the CBA for quick reference.
- We reached agreement on upcoming floating holidays: July 2, 2004; July 29, 2005; and June 30, 2006.
- **Article 8.1. Seniority**
The employer agreed to add to language to 8.1.A to reflect seniority in a leap year will be 261 days.
- **Article 15.3.3 Kilometre Review**
The employer agreed to remove the reference to the timing of the review. Reviews will now be conducted twice a year and will no longer terminate when the contract expires but will be conducted on a continuous basis.
- We reached agreement that professional fees will be paid at 2003 rates. The employer is also looking at a threshold for employees working less than full-time hours to be eligible for full fee reimbursement.
- We agreed to rates for employees using ATVs. The employer will provide reimbursement in accordance with commercial rental rates.
- We agreed to review EFAP policies and procedures by March 2005.
- The employer has proposed an enhancement of \$2.00 per day for meal allowances.

Please note that the above items are not finalized until all bargaining has concluded.

Although we have made some progress at the table, we are a long way from finalizing a Memorandum of Agreement. We ask for your continued support in pressuring the employer in negotiating this agreement. Your support is vital if we are to conclude an agreement that addresses our concerns. Although we are hopeful that a settlement can be reached, if negotiations break down, we will use our strike mandate to commence rotating strike action.

If you have any questions regarding strike action, please call the Provincial Strike Committee at 1-800-667-5221, ext. 265 or 267 or in Regina at 522-8571, ext. 265/267. If you wish to have additional information about bargaining issues, please call your Local Bargaining Council representative.