

REPORT ON BARGAINING

**Saskatchewan Liquor and Gaming Authority
Bargaining Unit**

Local 6080

July 2005

Tentative Agreement Reached

Union Brothers and Sisters:

We are pleased to announce that we have completed negotiations for the Collective Bargaining Agreement (CBA) and will be seeking ratification in the following weeks. The term of the CBA is April 1, 2004 to March 31, 2007. We are confident that our strategy to wait until the PS/GE completed their wage re-opener was beneficial in obtaining the best possible collective agreement for our members. Retroactive cheques will be processed following the signing of the collective agreement.

Highlights, Summary and Ratification Process

The highlights of the tentative agreement include:

1. A general wage increase

- **0% for the first year (2004-2005)**
- **1.0% effective the first day of the pay period following April 1, 2005**
- **1.0% effective the first day of the pay period following April 1, 2006**
- **3.0% also effective the first day of the pay period following April 1, 2006 applied to the maximum hourly rate of the pay levels based on the following application:**
 - a) Those at the old range maximum for 1 year or more on April 1, 2006 will be eligible to move to the new range maximum effective the first day of the pay period following April 1, 2006.
 - b) Those at the old range maximum for less than 1 year on April 1, 2006 will be eligible to move to the new range maximum on the first day of the pay period following the 1 year anniversary of their moving to the old range maximum.

2. A cost of living allowance (COLA) effective the first day of the pay period following April 1, 2007

The COLA will be based on the percentage increase in the Consumer Price Index – Saskatchewan All Items Index for July/06 over July/05.

3. Red-circled employees

- **1% lump sum effective the first day of the pay period following April 1, 2005**
- **1% lump sum effective the first day of the pay period following April 1, 2006**
- **3% lump sum effective the first day of the pay period following April 1, 2006 based on the following application:**
 - a) Those at the old range maximum for 1 year or more at April 1, 2006 will be eligible for the 3% lump sum payment effective the first day of the pay period following April 1, 2006.
 - b) Those at the old range maximum for less than 1 year at April 1, 2006 will be eligible for the 3% lump sum payment on the first day of the pay period following the 1 year anniversary of their moving to the old range maximum.

Red-circled employees who will not reach pay level maximum by March 31, 2007 will be entitled to a three (3) percent lump sum payment following the one year anniversary of moving to the old range maximum.

NOTE: Should a red-circled employee become unred-circled due to one of these adjustments, s/he may be eligible to receive a combination of a lump sum payment and an in-pay range level movement to a combined maximum of the adjustment.

4. Benefits and Premiums:

- Shift Differential Effective April 1, 2005 – increase from \$1.25 to \$1.45 per hour
- Weekend Premium Effective April 1, 2005 – increase from \$.25 to \$.40 per hour
- Sunday Premium Effective April 1, 2005 – increase from \$1.25 to \$1.45 per hour

5. Increased employer funding for the Extended Health Plan

- Effective the first business day following the signing of the agreement, SLGA shall make a lump sum payment of \$80,000 into the fund.
- Effective April 1, 2005 SLGA will contribute an additional .5% to the plan, making their contribution 1.75%.
- Effective the first business day following January 1 each year, the ongoing \$20,000 lump sum contribution will continue.

6. Increased employer funding for the Enhanced Dental Plan

- Effective April 1, 2005, SLGA shall contribute an amount equal to point two percent (.2%) of straight time earnings to the SLGA/SGEU Enhanced Dental Plan Fund.
- In addition, effective the day of the signing of this agreement, SLGA shall make a lump sum payment into this fund of \$87,000.00.

7. Increased pension plan contributions

- a) Effective April 1, 2005, the employee and employer contributions shall each be increased from 6% to 6.25% for employees in the Public Employees' Pension Plan.

For employees in the Liquor Board Superannuation Plan, the employee and employer contributions in the Public Employees' Pension Plan shall each be increased from 1% to 1.25%.

- b) Effective April 1, 2006, the employee and employer contributions shall each be increased from 6.25% to 6.45% for employees in the Public Employees' Pension Plan.

For employees in the Liquor Board Superannuation Plan the employee and employer contributions in the Public Employees' Pension Plan shall each be increased from 1.25% to 1.45%.

8. Effective on the Date of Signing

- Our collective agreement changes from a Step System in the pay levels to a Minimum/Maximum system
- Increments will now be calculated at 4%
- We will move from accelerated increments to annual increments with the exception of the training rate for casual CSRs.

Note: Accelerated Steps

Employees who are hired prior to the signing of this agreement will be eligible for the accelerated movement in accordance with the SLGA/SGEU Collective Agreement dated April 1, 2001 to March 31, 2004.

9. Changes to the Collective Bargaining Agreement

- **Article 1.1 Scope** – some housekeeping changes made with new titles
- **Article 1.2 Definition of Part Time Store Complement** – means the number of part-time positions required to operate a retail liquor store in multi-store communities.
- **New Article Representative Workforce & Employment Equity**
SLGA and the Union are committed to the development of a qualified representative workforce and agree to cooperate in implementing the Aboriginal Partnership Agreement and the Employment Equity Program.
- **Additional language** to the Anti-Harassment Policy Statement of Commitment which reads: **Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment.**

- **New Articles** that deal with Employee Orientation, Employees' Rights to Feedback on Interview Results, Competition Cancellation and Expression of Interests.
- **Improvements in language** for In-Service Competitions, Core Competencies and Union Representative on Staffing Panels.
- **New Article** Employees can use their seniority to accept a lateral transfer into a temporary appointment only once a year or when the temporary appointment is over.
- **Clearer** language regarding the Confirmation or Non-appointment during probation.
- **New Article Career Assistance**
Full time employees whose jobs are abolished and who access the reemployment list and are unemployed or who resign and accept severance may now access a career assistance program. The program includes Career Counselling and Job Placement, Retraining Assistance, Sask. Relocation Assistance and Career Adjustment Assistance. Career assistance options are available to a maximum value of five thousand dollars (\$5,000) calculated on the basis of one thousand dollars (\$1,000) for every two (2) years of service, pro-rated for partial years.
- **Article 11.3.2** - improved language for the Step II Grievance process.
- **Article 12.1.2.3** changes to identify that the work period for maintenance employees shall be **Monday to Friday** as opposed to Sunday to Saturday.
- **Article 12.4 Flexible Stop and Start Time Changes**
Flexible Stop and Start Times – Office and Warehouse Employees
~~Management may approve flexible start and stop times for office employees as follows:–~~**Employees may request and the Employer may approve flexible start and stop times and lunch breaks as follows:**
Employees will work core hours
Monday to Friday – ~~8:30~~ **9:00** a.m. to ~~4:00~~**3:30** p.m.
Employees will not start earlier than ~~7:30~~ **7:00** a.m. and finish work no later than 5:30 p.m.
Employees will take a minimum one half-hour lunch break.
- **Article 12.6 Store/Warehouse Shift Arrangements (Title Change)**
12.6.1 – changes “Hours of operation of a store beginning before 8:00 AM or extending beyond ~~9:00~~ **9:15** p.m. shall be negotiated with the Union.”
- **New Article 12.6.2 Temporary store shift arrangements**
SLGA can adjust, on a temporary basis, shift arrangements in stores within the parameters of Article 12.6.1 and have normal rates of pay apply provided notice

is given to the Union at least three (3) weeks in advance and these extended temporary hours are scheduled for a minimum of five (5) occasions.

- **New Article 12.6.3 Warehouse hours of operation**

Warehouse hours of operation beginning before 7:00 a.m. or extending beyond 5:30 p.m. shall be negotiated with the Union.

- **Article 12.7.2 Clarification on Breaks for Casual, Part time and Seasonal Employees**

Casual, part time and seasonal employees who work ~~more than~~ three (3) hours in a day are entitled to a fifteen (15) minute rest break ~~after~~ **within** each three (3) hours of work, **to a maximum of two (2) rest breaks per day.** Seasonal employees unable to take a rest break due to work restrictions will receive pay in lieu.

- **Article 12.8 Travel Time** – improved language and the ability to either be paid or bank an equivalent time in lieu.

- **Article 12.10 Horse Racing Season Schedule** – minor housekeeping changes were made and the inclusion of language where all available hours are posted and claimed by employees in order of provincial seniority.

- **Article 14 Designated Holidays** - Language changes as follows:

14.3.2.1 When a designated holiday falls on a full time employee's regularly scheduled day of work and that employee ~~is required to work~~ **chooses to work based upon available hours of work**, and works on that designated holiday, the employee shall:

- a) be paid **her total bi-weekly salary including payment for Designated Holidays; and**
- b) be paid at the rate of two (2) times her regular rate of pay for each hour she works, up to the normal hours, or an equivalent time off with pay.

14.3.2.2 When a designated holiday falls on an employee's assigned day of rest, and the employee chooses to work based upon available hours of work, she shall:

- a) **be paid her total bi-weekly salary including payment for Designated Holidays;**
- b) **be paid at the rate of two (2) times her regular rate of pay for each hour she works, up to the normal hours, or an equivalent time off with pay; and**
- c) **be given a mutually agreed alternate day of rest within the averaging period.**

- **New Article 14.3.2.3**

Work on a designated holiday will be offered first to full time employees and second to part time employees in order of seniority.

- **Article 14.4 Designated Holiday Change for Warehouse Employees**

- **14.4.1 Full time Office ~~or Warehouse~~ Employees**

- A designated holiday that falls on a full time office ~~or warehouse~~ employee's day of rest/earned day off will be observed on either the normal business day preceding or the normal business day following the designated holiday as determined by SLGA.

- **14.4.2 Full time Store **and Warehouse** Employees**

- When a designated holiday falls on a full time store **and warehouse** employee's day of rest/earned day off and the employee does not work on that day, she will be granted a day off with pay as a day in lieu of the designated holiday within the fiscal year.

- **Article 16 Classification and Pay**

- Language changes were made to reflect the changes related to the class plan and changes associated with a min/max pay level. Changes also include updated language for the Classification Appeal Process outlining the Reconsideration Panel and the Formal Appeal Process.

- **Article 17 Pay Administration**

- Housekeeping changes were made to reflect the movement from steps to the min/max pay levels.

- **Article 18 Accommodation, Meals, Mileage and Other Allowances**

- The following changes were made:

- **18.2.2** ~~An amount of twenty five dollars (\$25.00) per night will be paid for accommodation in private residences.~~ Accommodation in private residences **for Authority employees will be in accordance with the rates established by Executive Government.**

- **18.3.5** Notwithstanding the above, an employee, ~~other than an inspector/investigator,~~ away from the employee's own community after 5:30 p.m. and having worked six (6) hours after 5:30 p.m. will be eligible for a "late dinner".

- **18.3.6** An inspector/investigator who, in the normal course of her duties ~~finds it necessary to work past 10:00 p.m.~~ **is assigned to work with other enforcement agencies within the employee's own community** will be entitled to claim for a "late dinner" **a meal subject to the provisions in Article 18.3.**

- **18.3.7** Meal allowances will be ~~not~~ paid to employees on overtime **subject to the provisions of Article 18.3.**

- **Article 21.4 Sick Leave Approvals**

- 21.4.1 All employees shall be eligible for sick leave benefits if they are unfit for work due to sickness after they are scheduled to report for work, or anytime prior to the commencement of the scheduled shift, provided they have accumulated sick leave credits.

- **New Language for part time employees on extended illness**

- For part time employees on extended illness (beyond three (3) weeks), the employee will be entitled to access her accrued sick leave credits during her

absence to the equivalent of the average hours as determined in the previous thirteen (13) accounting periods.

- **Article 22 Leave of Absence**

Leave of Absence for Prolonged Illness has changed from one year to **18 months**.

- **New Article 22.6.3**

Following the normal eighteen (18) month definite leave and where the employee is unable to return to work in the next six (6) months, she shall be placed on indefinite leave.

- **New Article Compassionate Care Leave**

An employee shall be granted a definite leave of absence without pay of up to one (1) year for the compassionate care of a family member. The employee should contact Employment Insurance (Government of Canada) regarding eligibility for benefits.

Additional housekeeping changes were made to Benefits while on Definite Leave of Absence or Lay Off and Workers Compensation Payments.

- **New Article 27.3 defining Pension Contributions**

- **Appendix "I" New Language - Coop/Summer Student Employment and University Grad Program**

Students/graduates will accrue, for the duration of employment under this appendix, seniority for competition purposes only.

Upon completion of employment, students/graduates shall be eligible to bid on competitions. Competition seniority shall be maintained for one year.

SLGA will allow students/graduates access to ION for one (1) year following completion of employment for the purpose of accessing job postings.

- **New Appendix "K" - identifies the Enhanced Dental Plan contributions**

- **LOU #1 – Updated Language for the Employment Equity Program**

- **LOU #4 – Updated Language for the Recruitment of Part-time Positions in Stores/Warehouse**

- **LOU #6 – Revisions for Duty to Accommodate**

SLGA and the Union agree to establish a joint rehabilitation policy. The committee's role will be to develop policy that supports the accommodation of an employee who has become incapacitated by injury, illness or disability. Their role also includes the development and delivery of educationals. The work of the joint committee will begin no later than September 30, 2005. The parties further agree that the joint committee will develop a Letter of Understanding that outlines in detail the Rehabilitation/Return to Work placement process. This Letter of Understanding shall be completed during the term of this collective agreement and is subject to approval by the parties.

The parties to this Letter of Understanding further agree that the specific guidelines for Duty to Accommodate, as jointly developed between SLGA and the Union, shall be contained in the SLGA's Policy Manual. Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.

- **LOU #8 – Inter-Community Transfers - Updated Language to reflect Community pools**

Re: Inter-Community Transfers for Part Time Store Employees January 2, 2001

Revised: April 2005

The parties to this letter of understanding agree to the following amendment to the collective agreement for the purpose of inter-community transfers for part-time store employees:

1.a) Non Multiple-Store Community

When a part time store employee submits a written request to the Vice President, Retail Operations to be transferred to a non multiple-store community, her name will be placed on a part time employment list for that community.

When scheduled shifts are unclaimed by employees in the requested store or when there is a need to hire a casual employee in the requested store, the employee on the part time employment list will be offered the work.

Such offer of work activates the transferred employee onto the store's part time seniority list for that community, subject to meeting the qualifications for the position and subject to her provincial seniority.

For the purpose of this Letter of Understanding, the part-time employment list means a list established when an employee requests a transfer to a community in anticipation of employment and/or an offer of work.

1. b) Multiple-Store Community

When a part time store employee submits a written request to the Vice-President, Retail Operations to be transferred to a multiple-store community, her name will be placed on the Community Central Pool list for that community. (See policy for Recruitment of Part-Time positions in Stores) The transfer approval must be received in the Human Resources Branch two (2) weeks prior to the beginning of the accounting period.

2. Once an employee's name is activated by the offer of work, their name will be removed from the originating community.

Either party may give sixty (60) days notice to renegotiate or terminate this letter of understanding.

- **LOU#9 – Sunday Opening**

Some housekeeping changes were made as this is no longer a pilot project.

Chief Stewards who attended the Bargaining Council meeting in Davidson on July 7th, 2005 were given a copy of the draft Tentative Memorandum of Agreement. If you have any questions regarding housekeeping changes, please contact the **Chief Steward in your zone** or any member of the Negotiating committee.

**The Negotiating Committee believes that we achieved the best possible
Collective Bargaining Agreement for our members.
The unanimous recommendation of the Committee is one of acceptance.**

Union Negotiating Committee

Shirley McAllister, Chair	933-5554
Cheryl Martin, Vice Chair	787-3419
Pat Bidochka	787-1934
Kenton Emery	787-4229
Don Lax	787-3805
Dianne Barrow, Staff Advisor, SGEU	

Ratification Process

It is important that every member has the opportunity to vote on the Tentative Collective Bargaining Agreement. Therefore, **we will ratify by mail-in ballot. Please follow the instructions and mail the return envelope as soon as possible.**

Enclosed please find:

- a) A tear-off, mail-in ballot for ratification of the Collective Bargaining Agreement.**
- b) A small envelope for your ballot.**
- c) A SGEU self-addressed return envelope.**

In order to ensure confidentiality and correct balloting, please complete the following:

- 1) Clearly mark your tear-off ballot.
- 2) Enclose your ballot in the small envelope and seal it.
- 3) Enclose the small envelope in the SGEU return envelope and seal it. **Please note:** This envelope has your name on it for the purpose of voter registration only. Your ballot will remain confidential.
- 4) Mail the return envelope as soon as possible.**

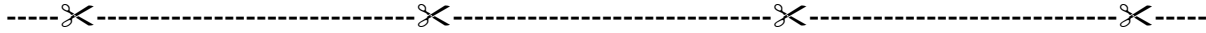
In order for your ballot to be counted, it must be received at the Regina SGEU Office no later than noon, Friday, August 5th, 2005.

Ballots will be counted in Regina on Monday, August 8th, 2005

In solidarity,

Shirley McAllister, Chair, Local 6080
e-mail: smcallister@slga.gov.sk.ca

Tear-Off Ballot



Saskatchewan Liquor and Gaming Authority

Please mark your choice with an "X"

I accept the Tentative Collective Bargaining Agreement _____

I reject the Tentative Collective Bargaining Agreement _____

