

# **SASK. LIQUOR & GAMING AUTHORITY**

**April 1, 2010 -  
March 31, 2013**

**COLLECTIVE AGREEMENT**

**SGEU**

# **ARTICLES OF AN AGREEMENT**

BETWEEN

## **SASKATCHEWAN LIQUOR AND GAMING AUTHORITY**

(hereinafter referred to as the Authority)

AND

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

(hereinafter referred to as the Union)

### **PREAMBLE**

The Authority and the Union recognize and support a meaningful relationship between the Authority and employees represented by the Union through promoting and valuing co-operation, respect and integrity. The parties acknowledge the mutual value of joint discussion and negotiation in all matters relating to conditions of employment, rates of pay and hours of work. The Authority and the Union encourage excellence in carrying out the Authority's goals and objectives, in providing customer service, and promoting the health and well being of all employees.

The collective bargaining agreement lays out the framework and context of the Authority/employee relationship and the parties agree as follows:

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# 1. SCOPE AND INTERPRETATION

## 1.1 Scope

The terms and conditions of this Agreement will apply to all employees of the Authority, excluding the following:

- a) **Administrative Assistants to the Vice Presidents**
  - Assistant Regional Managers
  - Audit Manager**
  - Director, Audit Services
  - Director, Casino Operations
  - Director**, Community Liaison
  - Director, Communications
  - Director**, Compliance
  - Director**, Distribution
  - Director, Electronic Gaming
  - Director, Employee Health & Safety**
  - Director**, Financial Services
  - Director**, Horse Racing
  - Director**, Human Resources
  - Director**, Information Services
  - Director**, Liquor Licensing
  - Director**, Licensing and Charitable Gaming
  - Director**, Management Services
  - Director**, Organizational Development
  - Director**, Planning and Research
  - Director**, Policy & Legislation
  - Director**, Registration
  - Director**, Retail Services
  - Disability Management & Benefits Consultant
  - Executive Assistant to the President/CEO
  - Franchise Operations Manager**
  - Gaming Management Analysts
  - HRIS/HR Coordinator
  - Human Resource Consultants
  - Human Resource Consultant – OD**
  - Legal Policy & Legislation Analyst
  - Manager, Applications Delivery
  - Manager, Business Integration
  - Manager, Charitable Gaming
  - Manager, Financial Planning & Forecasting**
  - Manager, Financial Reporting**
  - Managers, Investigations & Security
  - Manager, Labour Relations & **Performance Management**
  - Manager, Liquor Licensing**
  - Manager, Marketing**
  - Manager, Payroll Services**

**Manager, Pricing**

**Manager, Product Selection**

Manager, Public Education & Communications

**Manager, Purchasing and Transportation**

Manager, Technical Operations

Manager, VLT Program

President and Chief Executive Officer

Regional Directors

**Security and Business Analyst**

**Senior Director, Retail Management**

Senior Economic Analyst

Senior Internal Auditors

Senior Policy Analysts

Store Managers 5-6

Strategic Planning and Performance Analyst

Vice Presidents;

and

- b) Positions negotiated from time to time between the Authority and the Union.

## 1.2 Definitions

In this Agreement, the expression:

- a) "Accounting Period" means the four (4) week period used for pay administration.
- b) **"Assigned Hours" are hours of work resulting from the anticipated volume of business and are assigned by the Manager to permanent employees.**
- c) "Authority" means the Saskatchewan Liquor and Gaming Authority.
- d) "Classification Plan" means the job evaluation plan and the rules for the amendment and continuous administration of the plan as jointly established by the Authority and the Union.
- e) "Community" means the village, town, or city in which the Authority employs any employee.
- f) "Day" means the 24 hour period from midnight of one day to midnight of the immediately following day.
- g) "Demotion" means the change of employment from one position to another position with a lower maximum hourly rate of pay.
- h) "Employee" means a person to whom the terms of this Agreement apply.

- i) “Fiscal Year” means the period from April 1 to March 31, inclusive but for pay administration it means the twenty-six (26), or rarely, the twenty-seven (27) periods of two (2) weeks which approximately parallels that fiscal year.
- j) “Government” means Her Majesty the Queen, in the right of the Province of Saskatchewan.
- k) “He”, “him”, “his”, “she,” “her”, and “hers” includes a reference to persons of the opposite gender wherever the language or context requires.
- l) “Horse Racing Season” means the period of time each fiscal year, as determined by the Authority that Marquis Downs will have live horse racing.
- m) “Hourly Rate of Pay” means the rate of pay assigned to a position, but excludes any other payment or allowance.
- n) “May” means no duty to act under this Agreement.
- o) “Must”, “shall” and “will” means the duty under this agreement to act and to fail to act is to violate this Agreement.
- p) “Occupation” means a group of jobs where the nature and type of work is essentially the same.
- q) “Part-time Employee” means an employee who works **part-time hours**. \*There is no guarantee of hours of work.
- r) “**Part-time Store/Warehouse Complement**” consists of permanent part-time and part-time employees employed at the same store/warehouse.
- s) “**Peak Season Worker**” means a temporary employee who works up to full-time hours during peak business periods for a defined period of time. Subject to recall rights.
- **Peak Business Periods for Liquor Stores**
    - **June 20 to Labour Day and/or**
    - **December 1 to 31**
  - **Peak Business Periods for Warehouse**
    - **Mid-June to mid-August and/or**
    - **November 1 to December 31**
- t) “**Permanent Full-time Employee**” means an employee in a permanent full-time position.
- u) “**Permanent Part-time Employee**” means an employee in a less than full-time permanent position. There is a minimum guarantee of hours of work.

- v) “Promotion” means the change of employment from one position to another position with a higher maximum hourly rate of pay.
- w) **“Regular Salary” is defined as gross pay minus Income Tax, EI premiums and CPP premiums.**
- x) “Red-Circle” means that an employee’s current rate of pay is frozen until the maximum rate of pay for the position equals or exceeds the employee’s current rate of pay. If applicable, an employee will advance through the current pay level to the maximum of the pay level in the normal manner.
- y) “Seasonal Employee” means a person who is employed in the Horse Racing Branch as a Judge (Standardbred)/Steward (Thoroughbred), Judge/Steward in training or a Licensing Clerk and those in seasonal stores.
- z) **“Temporary Employee” means the incumbent of a position whose tenure of employment is limited without acquisition of any continuing right to be retained as an employee beyond such stated term of employment period.**
- aa) **“Term” means a position of a short nature, with a specific work assignment. The tenure of employment is limited to a defined period of time with a specific start and end date. Details must be outlined in the letter of offer. The parties may agree to extend the duration of the position as required, not to exceed a period of two (2) years unless by mutual agreement of the parties.**
- bb) “Transfer” means the change of employment of a qualified employee from one position to another position with the same maximum hourly rate of pay.
- cc) **“Unassigned Hours” means hours of work available for selection.**
- dd) “Union” means the Saskatchewan Government and General Employees’ Union.
- ee) “Vacation Year” means the period April 1 to March 31, inclusive.
- ff) “Week” means a period of seven consecutive calendar days, but for pay administration is the period from midnight of one Saturday to midnight of the immediately following Saturday.
- gg) “Work Unit” means the office in Regina, the office in Saskatoon, a store, the warehouse, **and** Marquis Downs.

### 1.3 Interpretation of the Agreement

- 1.3.1 The Authority will interpret this agreement. In the event of a dispute as to the interpretation or application of this agreement, the Authority and the Union will meet and seek to resolve the dispute.

1.3.2 Within this Agreement, wherever the language or context requires, the singular shall include the plural and visa versa.

1.4 No Discrimination

The Authority and the Union agree there will be no discrimination or harassment with respect to any employee by reason of race, age, creed, colour, national ancestry, political affiliation, marital status, criminal record that has no relevance to the duties of the employee's position, physical or mental disability, sex or sexual orientation, place of residence, family relationships (subject to the Authority's policy) nor by reason of membership or activity in the union.

1.5 Representative Workforce & Employment Equity

The Authority 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.

1.6 Anti-Harassment Policy Statement

**1.6.1 Statement of Commitment**

Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment.

The Authority seeks to ensure that the dignity, health, respect and safety needs of all employees are met while fostering a positive work environment. The Authority recognizes that every employee is entitled to employment free of any harassment, and as such, commits itself to make every reasonable practicable effort to ensure that no employee is subject to harassment. Harassment is illegal under the *Saskatchewan Occupational Health and Safety Act* and the *Saskatchewan Human Rights Code*. The Authority will not tolerate harassment in any form.

**1.6.2** The Authority and the Union agree to maintain a Joint Anti-Harassment Policy, including educationals, that supports a work environment free of harassment.

1.7 Drug and Alcohol Testing

Management may do drug testing of employees only with the prior approval of the Union.

1.8 Policy and Procedure Manual

Policy and procedure manuals shall be available to employees for review upon request.

1.9 Distribution of Workload

Every attempt shall be made by management to ensure workload is evenly distributed amongst employees of the work unit.

## 2 UNION SECURITY

### 2.1 Recognition

The Authority agrees to recognize the Union as the sole collective bargaining agent for the employees covered under the terms and conditions of this Agreement, and agrees to negotiate with the Union or its designated representatives on all matters relating to conditions of employment, rates of pay and hours of work.

### 2.2 Deduction and Remittance of Union Dues (Check Off)

2.2.1 The Authority agrees to provide new employees with union authorization cards as provided by the Union. The Authority shall deduct on behalf of the Union, all initiation fees, dues, assessment or levies, and to remit these monies to the Chief Executive Officer of the Union.

2.2.2 An employee who is temporarily filling an out-of-scope position will continue to pay union dues based on her hourly rate of pay in the higher level position.

2.2.3 Written notice of a change in the amount of union dues must be given to the Authority at least ten (10) working days in advance of the date that dues change is effective.

### 2.3 Maintenance of Membership

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

### 2.4 Employee Orientation

2.4.1 The Authority shall notify the Union of all new employees hired. The Authority agrees that a steward/chief steward within the zone will be given the opportunity to speak with the new employee during regular working hours without loss of pay for fifteen (15) minutes within the first thirty (30) days of employment. The zone steward/chief steward will contact the manager to set a mutually agreed time to meet or contact the new employee.

The Authority will not be responsible for any additional costs incurred by the steward or the new employee.

2.4.2 The Authority agrees to provide all new employees with adequate and appropriate orientation to perform the duties of their new position.

2.4.3 The Authority agrees to provide all employees in new assignments adequate and appropriate orientation to perform the duties of their new assignment.

## **2.5 Union Bulletin Board**

**The Authority shall make available to the Union a bulletin board in each work place so that the employees have access to it, upon with the Union shall have the right to post notices and information which may be of interest to the employees.**

## **2.6 Leave for Union Activities**

### **2.6.1 Leave for Handling Grievances and Investigating Disputes**

An employee who files a grievance or is an elected Union representative is entitled to reasonable amounts of leave with pay to handle grievances and to investigate disputes during work time at the work unit. Employees and Union stewards will provide the manager or designate with reasonable notice. This leave will not unreasonably interfere with the operations of the Authority, and will not be unreasonably withheld.

### **2.6.2 Leave for Joint Union/Management Meetings**

The Authority will grant reasonable amounts of leave with pay to employees elected or appointed by the Union to joint Union/Authority committees, e.g., Classification, OH & S, and Employment Equity.

### **2.6.3 Leave for Staffing Panel**

The Authority will grant leave with pay to employees who are trained by the Union and have been assigned to sit on a staffing panel established in accordance with Article 4.9 & 4.10.

### **2.6.4 Leave for Union Business**

Leave for Union business will be granted by the Authority to an employee where the Union provides the Authority with reasonable notice and provides the appropriate form authorizing that employee's attendance. The Authority will continue to pay the employee regular rates of pay and benefits; however, these costs will be recovered from the Union.

### **2.6.5 Leave for a Union Position**

Leave for a Union position for a period of up to one (1) year shall be granted to an employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress. Such leave shall be renewed each year, upon request, during her term of office. Conditional upon reimbursement of costs, the Authority will continue to pay the employee regular rates of pay and benefits.

## 2.6.6 Backfilling Union Leave

When an employee is on union leave, the Authority shall make every attempt to backfill the position with a qualified in-scope employee. When a manager chooses not to backfill, the rationale for her decision must be supplied to the employee on union leave and the Union, in writing.

## 2.7 Lists of Elected Union Representatives

The Union agrees to provide the Authority with current lists of all elected Union representatives on an annual basis.

## 2.8 Continuous Bargaining

a) The parties are committed to establishing a positive working relationship and to solving problems throughout the term of the collective bargaining agreement.

b) The parties therefore agree, at the request of either party, to revisit the financial provisions contained in the collective bargaining agreement. These undertakings do not mean that all issues will be addressed; rather the commitment is to seek resolution in good faith.

## 2.9 Job Security

**The Authority and the Union agree that out-of-scope employees will only be allowed to perform bargaining unit work in order to assist, relieve or lighten the workload of in-scope employees and in cases of emergency, instruction and training. However, the parties further agree that this provision will not be used to erode the hours of work from “in-scope” employees.**

## 3 SENIORITY

### 3.1 Seniority Defined

Seniority shall be defined as an employee’s length of service within the scope of this agreement.

3.1.1 All employees without a break in service will continue to accrue and maintain any previous seniority earned in the Liquor Board, Liquor Licensing Commission, Saskatchewan Gaming Commission, and the Horse Racing Commission.

3.1.2 Seniority for full-time employees shall be the date the employee commenced full-time employment with the Authority adjusted to include any hours the employee worked prior to full-time employment provided that the employee was continuously employed by the Authority.

- 3.1.3 Seniority for all other employees shall be calculated in hours and shall include all hours worked excluding over time, and shall also include sick leave with pay and all other paid leaves, vacation **and designated holiday** pay converted to hours, leave for union business, leave for a union position, maternity leave, **parental** leave, adoption leave and strike time.
- 3.1.4 Seniority shall include any time for active Canadian War Service or Canadian Armed Forces Peacekeeping Services abroad. For purposes of calculating seniority, one calendar day equals .7123 working days.

### 3.2 Seniority – Entitlement

- 3.2.1 Employees will count service for seniority purposes after they have completed an initial probationary period. Seniority will be retroactive to the date of commencement of employment when the employee successfully completes the probationary period. An employee may acquire a maximum of two hundred and sixty (260) days of seniority per year. Overtime hours are not considered in calculating seniority.
- 3.2.2 Upon completion of the initial probationary period (or completion of the equivalent of an initial period for part-time employees) and upon written application, an employee who is re-employed after a break in service, shall be credited with their previous in-scope Authority service for seniority purposes.

### 3.3 Part-time Employee in a Full-Time Position

A part-time employee appointed to a full-time position where she is required to serve a probationary period, and fails the probationary period, will revert to her former part-time position. The employee will accrue seniority for the time spent in the full-time position.

### 3.4 Employees Appointed to an Out-of-Scope Position

**An employee within the scope of this agreement that occupies a position that is moved out-of-scope shall maintain but not earn seniority while occupying that position.** However, if the employee is subsequently appointed to an in-scope position, all previous seniority will be returned to the employee.

**An employee within the scope of this agreement that applies for and is awarded an out-of-scope position shall have their seniority maintained for one full calendar year. At the completion of the one year, they shall lose all accumulated seniority.**

### 3.5 Employees Appointed Temporarily to an Out-of-Scope Position

An employee within the scope of this Agreement who is appointed temporarily to an out-of-scope position, will continue to earn seniority, **and shall continue to have union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement.**

### 3.6 Posting Seniority Lists

- 3.6.1 The Authority agrees to post in each work unit, a list in order of seniority for full-time employees and a seniority list for seasonal employees, on a quarterly basis – April, July, October and January.
- 3.6.2 The Authority agrees to post in each work unit, a list in order of seniority for part-time employees on an accounting period basis. The seniority list for part-time employees will apply for selection of **unassigned** hours.
- 3.6.3 Copies of the seniority lists will be sent to the Union.
- 3.6.4 If an employee feels her accumulated seniority is incorrect, she shall request a review of her seniority accumulation. The employee is responsible to provide any pertinent documentation related to her seniority with the Authority.

### 3.7 Maintenance of Seniority

An employee shall maintain but not accrue seniority in the event the employee:

- a) is **moved** to a permanent position with the Authority outside the scope of this agreement;
- b) has been on leave due to prolonged illness/injury for a period in excess of eighteen (18) consecutive calendar months with the possibility of extension to twenty-four (24) months;
- c) is a **permanent** employee who has been placed on lay off in excess of ninety (90) consecutive calendar days and is on the re-employment list not to exceed three (3) years;
- d) is a part-time or seasonal employee who has been placed on lay off and is on the re-employment list not to exceed one (1) year;
- e) has been on a definite leave of absence for a period in excess of one (1) year, excluding maternity leave, **parental** leave, and adoption leave;
- f) **is a peak season worker whose term has ended and whose name is on the peak season worker recall list not to exceed one (1) year;**
- g) **applies for and is awarded a permanent out-of-scope position shall have his seniority maintained for one full calendar year. At the completion of the one year, he shall lose all accumulated seniority.**

**An employee shall maintain and accrue seniority in the following circumstances:**

- a) **all periods of paid leave;**
- b) **definite leave of absence without pay for periods not exceeding one (1) year;**
- c) **parental leave (maternity, parental and adoption);**
- d) **layoff up to and including ninety (90) days;**
- e) **compassionate leave;**
- f) **wage replacement benefits for a period of three (3) years or less for Workers' Compensation benefits, SGI benefits and Long Term Disability benefits;**

**g) on leave in accordance with Article 2.6.5 Leave for a Union Position.**

3.8 Loss of Seniority

An employee shall lose seniority and be deemed terminated if the employee:

- a) is dismissed;
- b) resigns;
- c) fails to report to work within seven (7) calendar days following the completion of a leave of absence or appointment to a position from the re-employment list;
- d) fails to report to work for three (3) consecutive scheduled shifts, unless the employee provides a satisfactory reason to the Authority for failing to report;
- e) is a full-time employee who has been laid off and is not re-employed within three (3) years of the date of lay off;
- f) is a part-time or seasonal who has been laid off and is not re-employed within one (1) year-of the date of lay off;
- g) is a part-time employee who has not chosen **unassigned** hours and who has a break in service of one hundred and eighty (180) consecutive calendar days; with the exception of part-time employees on the re-employment list;
- h) is a seasonal employee who has a break in service of three hundred and sixty (360) consecutive calendar days, with the exception of a seasonal employee on the re-employment list; or
- i) **is a peak season worker whose name is removed from the peak season worker recall list.**

3.9 Equal Seniority

When employees have exactly the same seniority, the Authority and the Union will determine the most senior based on chance.

**4 VACANCIES**

4.1 Appointment from the Re-Employment List

When a position becomes vacant or when a new position is created, the senior qualified employee will be appointed from the **appropriate** re-employment list for all similar level positions, when such a list exists. Promotions cannot be made from the re-employment list. However, an employee may accept a position with the same or lower maximum hourly rate of pay, and her name shall be removed from the re-employment list.

4.2 Staff Complement Review

An annual joint review of all part-time hours worked within each work unit shall be conducted and completed by June 30<sup>th</sup> each year.

The objective of this joint review shall be to identify opportunities to create full-time positions from the part-time hours worked. It is recognized that exceptions such as, but not

limited to, instances where part-time hours worked are as a result of an extended leave of absence or a time limited project shall not be included in the review.

The review shall be based on the prior year time sheet summaries and may include a review of actual work unit schedules as need is identified and schedules are available.

In those instances where part-time hours meet or exceed the equivalent of those worked by a full-time employee and meet the scheduling requirements of this collective agreement for a full-time position, the Authority commits to convert those part-time hours to a single full-time position.

### 4.3 In-Service Competitions

4.3.1 When a position becomes vacant, the Authority shall notify the Union in writing within thirty (30) days whether the position is to be:

1. filled
2. left vacant temporarily
3. reviewed for proper classification
4. abolished

4.3.2 All vacancies, which are for three (3) months or more, and positions covered in the scope of this agreement for which no re-employment list exists, are subject to in-service competition.

4.3.2.1 Notwithstanding the above, all vacancies for Customer Service Representative level three (3) will be subject to in-service competition only when the duration of the vacancy is for six (6) months or more. This clause may be waived for durations of less than six (6) months where the Authority deems it necessary.

4.3.3 With the exception of part-time complement positions, **unassigned** hours in stores shall not be considered a vacancy.

4.3.4 An employee appointed to a position in accordance with Article 4.3.2, which is not of a permanent nature will, at the end of the employment period, revert to the position in which she last completed the equivalent of a probationary period. An employee who has not completed a probationary period will revert to the position she was originally hired into. The rate of pay for the employee who has reverted shall be at the step of the range prior to her leaving the position, subject to any increments that she would have received in that position.

4.3.5 All employees covered by the scope of this agreement are eligible to apply for in-service competitions. The total accumulated seniority of each employee who makes application shall be used when awarding the posting in accordance with Article 4.10 – Appointment of Senior Qualified Employees.

4.3.6 Vacancies filled in accordance with Article 4.4 – Involuntary Transfer or Article 4.5 – Involuntary Demotion shall not be subject to in-service competition.

#### 4.4 Involuntary Transfer

When the Authority has a good and sufficient reason, and after consultation with the Union, the Authority can involuntarily transfer any employee to another position in the same occupation in the following manner:

- a) in the same community; or
- b) if the Authority is unable to transfer the employee in the same community, another community.

The Authority shall provide the employee and the Union with reasons, in writing, for the transfer, which is subject to the grievance procedure. If the transfer is to another community the employee shall be provided with relocation assistance in accordance with Article 18.8.

#### 4.5 Involuntary Demotion

When the Authority has a good and sufficient reason, and after consultation with the Union, the Authority can demote an employee and shall give the employee at least four (4) weeks written notice of that demotion or pay in lieu of notice.

The Authority shall provide the employee and the Union with reasons, in writing, for the demotion, which is subject to the grievance procedure. If the demotion is to another community the employee shall be provided with relocation assistance in accordance with Article 18.8.

#### 4.6 Posting of Competitions

4.6.1 All competitions, including the expression of interests will be announced to all employees in the form of a bulletin and will be posted in all work units throughout the province. Competition/expressions of interests will allow fourteen (14) calendar days for a resume and cover letter to be submitted. **A shorter posting period of seven (7) calendar days will be allowed for internal competitions/expressions of interests, upon mutual agreement.** The bulletin shall set out the following:

- a) **whether** it is an included or excluded position;
- b) the Location(s) and Position(s) to be filled;
- c) qualifications and core competencies (where established);
- d) pay level;
- e) deadline for application; and
- f) whether the position is full-time or part-time, etc.

4.6.2 A copy of the bulletin will be sent to the Union.

4.6.3 Employees shall be allowed leave without loss of pay to attend employment examinations and/or interviews conducted by the Authority.

4.6.4 An offer shall be made within sixty (60) days of the closing date of the posting unless otherwise agreed to by the parties.

4.6.5 The Authority may re-open a competition within ninety (90) calendar days from its closing date when agreed to by the parties.

4.7 Simultaneous Posting of Positions

In certain instances, the Authority may simultaneously post positions within the bargaining unit and outside the bargaining unit. In this instance, preference will be given to qualified in-service candidates.

4.8 Core Competencies

4.8.1 Core competencies developed for all occupations shall constitute the basis for the evaluation of the qualification of any applicant. Required qualifications for any occupation will be established or amended by the Authority in consultation with the Union.

4.8.2 An applicant's qualifications for a position will be assessed by a Staffing Panel based on the core competencies required to perform the duties of the position as established by the Authority prior to posting. Each panel shall consist of a representative from each of the following: Line Management, Human Resources Branch and Union.

4.8.3 All employment and promotional examinations and/or panels shall be competitive and shall utilize an appropriate assessment technique designed to fairly test the core competencies of persons examined. The means or measures used to test persons may include any verbal or written test of knowledge, skill, capacity, intelligence, or aptitude; and any inquiry into the personal suitability of the candidate or any investigation of education, experience or record of accomplishment which seems appropriate. No test or question in any application or examination shall be constructed to call for or lead to disclosure of any information, preferences or opinions concerning any political, religious, fraternal or racial affiliation. Any such disclosure or information revealed shall be disregarded. When a candidate has recently passed an interview and subsequently (up to one year) applies for another position with similar duties and responsibilities, the Authority may deem an interview unnecessary. Other assessment techniques may still be required and the senior qualified process will apply.

**4.8.4 When a candidate has failed to pass an interview for the same position two subsequent times in a row and/or has exercised her right under Article 4.13, the candidate must wait a period of six (6) months before applying for a similar position unless the candidate can demonstrate and provide written proof to the Staffing Panel that she has achieved the required competencies for the position.**

4.9 Union Representative to Staffing Panel

Immediately following the closing date of the competition, the Authority will provide the Union with the names and seniority of all employees who applied, as well as the time, place and date when the applications will be assessed. The Union will be entitled to have a

representative present during the preliminary screening and interview process, when an employee with seniority has applied to the in-scope competition.

- 4.9.1 Interview guides will be supplied to the Union a minimum of two hours prior to the interview. At the request of either party a meeting of the staffing panel shall be convened prior to the interviews. The Union's Representative's completed interview guides will be forwarded to the Union upon completion of the staffing process.

4.10 Appointment of Senior Qualified Employee

- 4.10.1 The employee with the most seniority, who has the necessary qualifications and ability, will be appointed to the position.

- 4.10.2 **An employee in a temporary position cannot accept a lateral transfer to another temporary position unless the appointment as posted is completed or she has been in the initial temporary appointment for greater than one (1) year.**

4.11 Non-appointment of the Senior Employee

When the most senior employee is not appointed to a position and requests a meeting, the Authority will meet with the Union and the employee to outline the reasons for non-appointment.

4.12 Employees Notified in Writing

Employees not appointed to positions for which they apply will be notified in writing.

4.13 Employee Has Right to Feedback on Interview Results

Upon request an employee who has been interviewed by a staffing panel for a full-time position shall have the right to feedback by the Chair of the Staffing Panel with regard to their strengths and weaknesses as revealed by the results.

4.14 Competition Cancellation

Competitions shall not be cancelled after the preliminary screening of applicants has been completed by the Staffing Panel unless agreed to by the parties.

4.15 Expression of interest

When the Authority intends to post an expression of interest, the Authority will meet with the Union to discuss the posting.

4.16 Territories For Inspectors/Investigators

When the Authority intends to initiate changes within the territories or to the boundaries of the territories of inspectors/investigators, such changes will be subject to consultation between the parties to this Agreement. Employees **on staff as of October 1, 2000**, will be

entitled to use their seniority to bid on the territory of their choice unless otherwise negotiated by the parties.

#### 4.17 Reversion During Temporary Appointment

When the Authority has a good and sufficient reason, and after consultation with the Union, the Authority can revert an employee and shall give the employee at least four (4) weeks written notice of that reversion or pay in lieu of notice.

The Authority shall provide the employee and the Union with reasons, in writing, for the reversion.

**At any time during the temporary appointment the employee may serve written notice terminating the appointment.**

**Upon termination the employee shall revert to their former position without loss of any pay or benefits. All employees impacted by the reversion will be provided with sufficient notice (or pay in lieu) to allow for the transition to be completed.**

#### 4.18 Temporary Vacancies

- 4.18.1 **Temporary vacancies are unfilled positions having a tentative end date of longer than three (3) months. These positions must be posted in accordance with Article 4.**
- 4.18.2 **In order to facilitate posting temporary vacancies or temporary positions of three (3) months or longer, during the posting process the Authority may backfill the vacancy in accordance with Article 20.**
- 4.18.3 **When an employee is promoted temporarily, their salary shall be adjusted a per Article 17.6. When the temporary promotion ends, the employee shall revert to their former position at their former salary rate subject to any increments that they would have received in their former position.**
- 4.18.4 **The Authority and the Union may negotiate the arrangements for temporary appointments to in-scope positions, if the work involved will not be of sufficient duration to justify the making of a permanent appointment.**
- 4.18.5 **If the temporary position extends beyond twenty-four (24) months, the position will be deemed necessary and result in a permanent posting for that position. If a temporary position is ended and, within three months, another temporary position is created entailing the same nature of work, and the duration of the positions combined extend beyond twenty-four (24) months, this position will be deemed necessary and will result in a permanent posting for that position.**

## **5 PROBATION PERIODS**

### **5.1 Initial Probationary Periods**

- 5.1.1 On initial employment, employees in pay bands one (1) through four (4) will serve a probationary period for that occupation for a period of six (6) months; employees in pay bands five (5) through twelve (12) will serve a probationary period for that occupation for a period of twelve (12) months.
- 5.1.2 On initial employment every person employed in, part-time and seasonal positions, where full-time employees in that occupation serve a six (6) month probationary period, will serve a probationary period equivalent to the full-time hours for that occupation's probationary period or twelve (12) months whichever occurs first.
- 5.1.3 On initial employment every person employed in, part-time and seasonal positions where full-time employees in that occupation serve a twelve (12) month probationary period will serve a probationary period equivalent to the full-time hours for that occupation's probationary period or twenty-four (24) months whichever occurs first.

### **5.2 Other Probationary Periods**

Probationary periods, outlined in Article 5.1 will also be served in the following instances:

- a) On promotion; or
- b) On transfer or demotion of an employee to a position requiring different knowledge, skills and abilities than their former occupation.

### **5.3 Extension of Probationary Periods**

Probationary periods may be extended for a period agreed upon by the Authority and the Union. However, the extension period will not exceed a term equivalent to the original probationary period for the occupation.

### **5.4 Performance Evaluation During Probationary Periods**

During the probationary period, the employee will be advised of the job expectations. The employee will also be coached in areas where improvement is required in order to meet job expectations.

### **5.5 Confirmation or Non-Appointment During Probation**

- 5.5.1 Provided that notice is given before the last day of the employee's probationary period the Authority may either confirm the employee's appointment to the position or advise the employee that she will not be appointed to the position.
- 5.5.2 An employee who successfully completes a probationary period will be notified in writing of her appointment to the position.

- 5.5.3 An employee, who is notified that she has not successfully completed her initial probationary period by the expiry date, shall have her employment terminated. If the employee is not notified by the expiry date of the initial probationary period, the employee will be appointed to the position.

When the Authority terminates the employment of an employee on initial probation, the reasons for the termination will be provided in writing to the employee and the Union.

- 5.5.4 When the Authority deems an employee unsuccessful in her probation period, the reasons for the lack of success will be provided in writing to the employee and the Union.
- 5.5.5 When the Authority meets with an employee respecting initial or subsequent probation, Article 5.5.3 and Article 5.5.4 above, the employee shall be informed of her right to have a Union representative present. An employee who waives her right to Union representation shall so indicate in writing.

## 5.6 Reversion Rights

- 5.6.1 An employee on probation may, upon written request to the Authority, ask to revert to the position in which she last completed a probationary period. If the reversion is approved, she will be paid at the former hourly rate of the pay level, subject to any increments she would have received in that position. An employee who has not completed a probationary period will revert to the position she was originally hired into at the commencement of her employment.
- 5.6.2 An employee on probation, other than initial probation, who is unable to complete or fails the probationary period will revert to the position in which she last completed a probationary period, at the former hourly rate of the pay level, subject to any increments she would have received in that position. An employee who has not completed a probationary period will revert to the position she was originally hired into at the commencement of her employment.
- 5.6.3 An employee displaced through reversion will also revert to the position in which she last completed a probationary period at the former hourly rate of the pay level, subject to any increments she would have received in that position. If there is no former position, her name shall be placed on the appropriate re-employment list.
- 5.6.4 An employee on probation who is reverting shall elect one of the following alternatives if her former position was reclassified:
- a) she shall be subject to the reclassification provisions applicable had she been occupying the position at the time of reclassification; or
  - b) she may elect to access her rights pertaining to the layoff provisions.

## 5.7 Promotion or Transfer During a Probationary Period

An employee, who is on probation and is promoted or is transferred to a position where the knowledge, skills and aptitudes are different, will commence a new probationary period in the new position.

## 6 PERFORMANCE APPRAISALS

When the Authority wants to evaluate the job performance of any employee, the Authority may evaluate her performance at anytime. In all cases the Union and management recognize the value of dialogue with and feedback to employees with respect to job performance, and employee contributions in the workplace. Employees shall have the right to grieve demonstrating that the appraisal was unreasonable, discriminatory or in bad faith.

### 6.1 Timing of Appraisals

Appraisals will be completed with all employees on initial appointment as per Article 5.1, or on promotion, transfer or demotion as per Article 5.2, and subsequently on a yearly basis.

### 6.2 Appraisals During Probationary Period

6.2.1 Performance appraisals will be completed on all full-time employees during probation. In a six (6) month probationary period, appraisals will be completed during the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) months. In a twelve (12) month probationary period, appraisals will be completed during the fifth (5<sup>th</sup>) and eleventh (11<sup>th</sup>) months.

6.2.2 Performance appraisals will be completed on all part-time employees working in a occupation having a six (6) month full-time probationary period:

- after completing the equivalent of two (2) months full-time hours or during the fifth (5<sup>th</sup>) month whichever occurs first; and
- after completing the equivalent of five (5) months full-time hours or during the eleventh (11<sup>th</sup>) month whichever occurs first.

Performance appraisals will be completed on all part-time employees working in an occupation having a twelve (12) month full-time probationary period:

- after completing the equivalent of six (6) months full-time hours or during the eleventh (11<sup>th</sup>) month whichever occurs first; and
- after completing the equivalent of eleven (11) months full-time hours or during the twenty-third (23<sup>rd</sup>) month whichever occurs first.

6.2.3 Appraisals will be completed on all seasonal employees one (1) month prior to seasonal layoff.

### 6.3 Discussion of Appraisals

- 6.3.1 The manager will show each employee their appraisal, and discuss with the employee, areas where the employee is meeting or exceeding standards, as well as those areas that may require improvement.
- 6.3.2 Performance appraisals will be signed by the manager and the employee. It is understood that the employee's signature only acknowledges that she has been shown the appraisal and does not signify her agreement with the contents. The employee may add any comments. Upon request of the employee, a copy will be sent to the Union.

## **7 DISCIPLINE, DISMISSAL, TERMINATION AND RESIGNATION**

### 7.1 Union Representation

An employee who is to be given a letter of reprimand, suspension or termination, shall be notified of the purpose in advance of the meeting, and shall be informed, in writing, of her right to have a Union representative present at the meeting. An employee who waives her right to Union representation shall so indicate in writing.

Where possible, respecting the employee's right to confidentiality and privacy, the Authority will advise the Union prior to disciplining an employee.

### 7.2 Documents Placed on Employee's Personnel File

A copy of any document or other information placed on an employee's file, which might, at any time, be used for disciplinary action shall be supplied concurrently to the employee and to the Union unless the employee states in writing she does not want a copy sent to the Union.

### 7.3 Review of Personnel File

- 7.3.1 Upon twenty-four (24) hours notice to the Human Resources Branch, employees have the right to review their personnel file; Union representatives, with written permission from the employee, may also review the personnel file.
- 7.3.2 Upon request of the employee, the Authority will provide a copy of any document on the employee's personnel file.

### 7.4 Removal of Written Reprimands/Warnings

Disciplinary documents placed on an employee's personnel file shall be removed after two (2) years, provided there has been no record of further discipline of equal or greater severity. The Authority may consider an employee's request to have disciplinary documents removed from the personnel file after one (1) year.

The two (2) year time limit does not apply to disciplinary documents resulting from harassment. The Authority may consider an employee's request to have disciplinary documents resulting from harassment removed from the personnel file after five (5) years.

#### 7.5 Involuntary Demotion

Thirty (30) calendar days notice shall be given to an employee who is to be demoted involuntarily. Notice of intention to demote shall be given to the employee in writing and shall set out in detail the reason therefore. A copy of this notice shall be supplied concurrently to the Union.

#### 7.6 Termination

An employee, who has successfully completed initial probation, who is to be dismissed will receive written notice of the action. Such employee will not be dismissed without good and sufficient cause. The reasons for the dismissal will be set out in the dismissal letter, a copy of which will be provided to the Union.

#### 7.7 Notice on Termination or Dismissal

7.7.1 The Authority will give written notice as follows to an employee being dismissed for good and sufficient cause:

- seven (7) calendar days if dismissed during initial probation;
- thirty (30) calendar days if dismissed after probation but with less than five (5) years employment;
- six (6) weeks if dismissed with five (5) years or more but less than ten (10) years employment;
- eight (8) weeks if dismissed with ten (10) or more years employment.

7.7.2 An employee dismissed by the Authority on the basis of accumulative or gross misconduct is not entitled to any period of notice or pay in lieu.

7.7.3 Earned vacation leave due an employee will not be used as any part of the notice period.

#### 7.8 Notice of Resignation

Employees will give the Authority the same notice of resignation as per Article 7.7.1. The Authority may waive the notice requirements in whole or in part.

### **8 EMPLOYMENT SECURITY—PERMANENT EMPLOYEES**

#### 8.1 Notice of Lay off or Job Abolition

The Authority shall advise the Union as far as possible in advance of any contemplated abolition of positions or re-organization that might lead to the necessity for lay-offs,

transfers, or classification reviews. The Authority and the Union shall discuss the method of handling the necessary change.

8.1.1 Written notice, provided in a manner agreed to by the Union and the Authority, of at least sixty (60) days in advance of the lay-off date will be given to full-time employee(s) who are to be laid off.

8.1.2 An employee on leave of absence whose position has been abolished, will have access to Article 8 at the time of notice of job abolishment.

## 8.2 Reversion – Former In-scope Employees

**8.2.1** When an employee is appointed to an out-of-scope position, and the position is subsequently abolished, the employee may use her previous in-scope accumulated seniority to bump back into the bargaining unit **within one year of appointment.**

**8.2.2** **When an employee is moved to an out-of-scope position, and the position is subsequently abolished, the employee may use her previous in-scope accumulated seniority to bump back into the bargaining unit.**

**8.2.3** The move into the bargaining unit will be based on her former occupation level, rate of pay and hours of work. Every effort will be made by the Authority to place out-of-scope employees in out-of-scope positions before accessing the bumping provisions.

## 8.3 Bumping Options

A **permanent** employee who has completed an initial probation period and whose position is being abolished or who is being laid off will have the right to exercise any one (1) of the following options:

- A **permanent** employee on probation may revert to her former position in which she held full-time **or part-time** status;
- To exercise bumping on the basis of her total seniority;
- To go on lay-off and be entitled to exercise re-employment rights;
- To retire (if eligible); or
- To resign and receive severance pay.

8.3.1 The intent of bumping is to maintain the employee's rate of pay, occupation level, and location where possible.

## 8.4 Employee Qualifications in Bumping

The Authority will determine the occupations and positions to which an employee is qualified to bump and shall so notify the employee and Union in writing.

## 8.5 Bumping Order

### 8.5.1 Order to Exercise Bumping Rights

Bumping rights will be exercised in the following order:

- 1<sup>st</sup> - A vacant **equivalent** position;
- 2<sup>nd</sup> - A **permanent** employee with less seniority in a vacant **equivalent** position;
- 3<sup>rd</sup> - A **permanent** employee on initial probation with the least service;
- 4<sup>th</sup> - A **permanent** employee with the least total seniority.

### 8.5.2 Mandatory Level

Bumping in the employee's own occupation, pay level and in her own community.

When applying Article 8.5.1, in cases where there is more than one **permanent** employee subject to layoff, the Authority will establish a pool of positions to which the employees are qualified to bump. The number of positions in the pool will equal the number of **permanent** employees subject to layoff. Employees subject to layoff will exercise their bumping rights in order of seniority, selecting one position from the pool.

### 8.5.3 Choices if No Position Offered at Mandatory Level

If the employee is not offered a position at the Mandatory Level, she will choose one of the following:

1. Proceed to the Optional Level;
2. Go on lay off as per the initial lay off notice and her name shall be placed on the re-employment list;
3. Resign and receive severance pay;
4. Access retirement programs, if eligible.

### 8.5.4 Optional Level

An employee accessing the Optional Level of the bumping process will be offered, if available, a choice of Option A or Option B:

#### 8.5.4.1 Option A – Own Community

Provided an employee is qualified, she will be offered the first available bumping option in her own community in the following order:

1. Laterally in a different occupation.
2. Downward in the same occupation.
3. Downward in a different occupation.
4. A part-time employee with less seniority. (In the case of stores, the employee would not bump any part-time employee, but would be placed in the part-time rotation in a store of her choosing, based on her total seniority converted to hours)

#### 8.5.4.2 Option B – Different Community

Provided an employee is qualified, she will be offered the first available bumping option in the following order:

1. In the employee's own occupation, and pay level in a different community.
2. Laterally in a different occupation in a different community.
3. Downward in a different occupation in a different community.
4. A part-time employee with less seniority in a different community. (In the case of stores, the employee would not bump any part-time employee, but would be placed in the part-time rotation in a store in a different community of her choosing based on her seniority converted to hours)

8.5.4.3 An employee who elects to bump into a different community will be entitled to relocation costs as per Authority policy.

#### 8.6 Notice to Exercise Bumping Rights

8.6.1 A **permanent** employee who intends to exercise bumping rights will indicate her intention in writing to Human Resources within five (5) working days of receipt of the notice of lay-off or being bumped. The Union and the Authority may mutually agree to extend this five (5) working day period.

8.6.2 If the employee does not indicate her intent to bump within five (5) working days, she will be deemed to be on lay-off notice and her name shall be placed on the re-employment list.

8.6.3 Bumping will cease when an employee accepts an offer at any level of bumping, or if the employee fails to bump.

#### 8.7 Bumping Time Frame

8.7.1 Every effort will be made to complete the bumping process for an employee before her position lay off date, but in no event will the employee be retained in the position beyond the lay off date. In this event, the employee will be placed on lay off pending the identification of a bump or she may resign or retire if eligible.

8.7.2 Notwithstanding the above, a **permanent** employee who fails to retain employment through the bumping process by her date of lay-off and who should be able to retain **permanent** employment, shall be provided with salary continuance until her placement in a new position.

#### 8.8 Offer of a Position

8.8.1 If an employee elects to bump, she will have five (5) working days to consider the formal offer of a position.

8.8.2 If the employee does not accept an offer of a position at the mandatory level of bumping, she will be deemed to have resigned. She will be eligible for severance or access other programs that may be in place to assist employees who are laid off.

8.8.3 If the employee does not accept an offer of a position at the optional level of bumping, she will be placed on lay-off, or she may resign or retire if eligible.

#### 8.9 Rights of Employees who are Bumped

Bumping rights described in the previous articles will also apply to a **permanent** employee who has been bumped; the sixty (60) day lay off notice does not apply in this instance.

#### 8.10 Re-employment List – **Permanent** Employees

8.10.1 The Authority will maintain a re-employment list in the following instances:

- Employees who were unable to bump;
- Employees who received a notice of lay-off, and elected not to bump;
- Employees who bumped into a part-time position;
- Employees who have successfully completed their probationary period and are red-circled due to assignment of a lower pay level.

8.10.2 The employee's name will remain on the re-employment list for a three (3) year period from the date of lay-off.

8.10.3 An employee whose name is on the re-employment list will be entitled to three (3) call-backs. The employee will have her name removed from the re-employment list following rejection of the third call-back or at the expiration of the three (3) year period.

8.10.4 The employee has the responsibility to advise the Human Resources Branch in writing of any restriction(s) she wishes to place on her re-employment rights, or any change of address or telephone number.

#### 8.11 Benefits While On Lay Off

Employees on the re-employment list will earn benefits as per Article 22.10.

#### 8.12 Career Assistance

8.12.1 **Permanent** employees whose jobs are abolished and who access the re-employment list and are unemployed or who resign and accept severance may access the career assistance program. Career assistance options to a maximum 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 will be available through the following options:

#### **8.12.1.1 Option A – Career Counselling and Job Placement**

- a) To be provided by any one of a number of companies pre approved by the Authority.
- b) Employees may access counselling and placement assistance over a one (1) year period commencing the date the employee’s position is abolished.
- c) The SLGA will liaise with the selected company to refer the employee and establish a defined credit account for the employee. The company will invoice the SLGA for all out placement services provided within the year.

#### **8.12.1.2 Option B – Retraining Assistance**

- a) To be provided in the form of payment of tuition fees at any Sask. educational institute.
- b) Employees may access retraining assistance over a three (3) year period commencing the date the employee’s position is abolished.
- c) Upon notification by the employee of the educational institute she will be attending, the Authority will advise the institute to invoice the Authority.

#### **8.12.1.3 Option C – Sask. Relocation Assistance**

- a) To be provided to a maximum of five thousand dollars (\$5,000) administered in accordance with the provisions of the current relocation assistance policy.
- b) Employees may access the relocation assistance over a one (1) year period commencing the date the employee’s position is abolished.
- c) Relocation assistance will be limited to in-province expenses.

#### **8.12.1.4 Option D – Career Adjustment Assistance**

- a) To be provided on a reimbursement basis documented by receipts for expenses the employee incurs in pursuing alternative employment opportunities.
- b) Employees may access assistance over a one (1) year period commencing the date the employee’s position was abolished.
- c) Expenses that would be considered for reimbursement includes business start up costs, travel, etc.

8.12.2 The employee may access one or more “options” to a maximum value of five thousand dollars (\$5,000) in total.

#### **8.13 Position Transfer**

The Authority may for good and sufficient reason transfer positions or employees. In the event a position is transferred to a new community, the employee will have the option of moving to the new community, or she may choose to be subject to the lay off provisions. If the employee chooses to relocate to another community, she is entitled to relocation costs in accordance with Authority policy.

#### 8.14 Familiarization Period in New Position on a Bump

- 8.14.1 A **permanent** employee, who, as a result of a reduction in staff, assumes a new position, shall be allowed the minimum of the probationary period for that occupation to familiarize herself with the new skills and responsibilities.
- 8.14.2 If, during the familiarization period, the parties determine that the bump was inappropriate, options will be reviewed with the employee, Union and Authority to resolve the issue with the last resort being a return to the bumping process to determine a more appropriate bump.

#### 8.15 Temporary Closure of a Work Unit

In case of a temporary closure of a work unit, the Authority will meet with the Union and affected employees to discuss options.

### **9 EMPLOYMENT SECURITY – NON PERMANENT EMPLOYEES**

#### 9.1 What Constitutes a Lay Off Notice

A lay off under this Article means receiving written lay off notice from the Authority. A reduction in hours of work or a seasonal layoff does not constitute a lay off for the purpose of this agreement. However, in cases where there is a significant reduction in hours of operation for a work unit, the Authority will meet with the Union to discuss options for affected employees.

#### 9.2 Notice of Lay Off or Job Abolition – Part-time/Seasonal Employees

- 9.2.1 A part-time/seasonal employee who has completed an initial probationary period, and is being laid off or whose job is being abolished will receive written notice of at least thirty (30) days.
- 9.2.2 An employee on leave of absence whose position has been abolished, will have access to Article 9 at the time of notice of job abolishment.

#### 9.3 Bumping Options

A part-time or seasonal employee who has completed an initial probationary period and who has received a notice of lay-off from the Authority will have the right to exercise one (1) of the following options:

- To exercise bumping rights on the basis of her total seniority;
- To go on lay-off and have her name placed on the part-time/seasonal re-employment list;
- To retire (if eligible); or
- To resign and receive severance pay.

#### 9.4 Employee Qualifications for Bumping

The Authority will determine the occupations and positions to which an employee is qualified to bump and shall so notify the employee and Union in writing.

#### 9.5 Notice to Exercise Bumping Rights

- a) An employee who intends to exercise her bumping rights, will indicate her intention in writing to the designated management official within five (5) working days of receipt of the notice of lay off, or being bumped. The Authority and Union may mutually agree to extend this five (5) working day period.
- b) If the employee does not indicate her intent to bump within the five (5) working day period, she will be deemed to have opted to go on lay-off and her name will be placed on the part-time/seasonal re-employment list, or she may resign or retire if eligible.

#### 9.6 Offer of a Position

- a) An employee will have five (5) working days to consider the formal offer of a position. If the employee does not accept the position within the five (5) day period, she will be deemed to have declined the offer.
- b) If an employee declines an offer of a position in her own occupation, pay level and work unit, she will be deemed to have resigned.
- c) If an employee declines an offer of a position in a different occupation within her work unit in her community, she will be placed on lay-off and her name shall be placed on the part-time/seasonal re-employment list, or she may resign or retire if eligible.

#### 9.7 Bumping Order

##### **9.7.1 Office Work Units**

- a) Provided the employee is qualified, she will be offered the first available bumping option in her own work unit that most closely approximates the number of scheduled work hours of the position she is being laid-off from:
  1. In the employee's own occupation, and pay level;
  2. Laterally in the same occupation;
  3. Downward in a different occupation.

If the employee is not offered a position in her work unit, she may exercise bumping rights in accordance with b) below, be placed on lay-off, resign or retire if eligible.

- b) An employee not offered a position in a) above, provided she is qualified, will be offered the first available bumping option in an office work unit in a different community that most closely approximates the number of scheduled work hours of the position she is being laid-off from:
  1. In the employee's own occupation, and pay level;

2. Laterally in the same occupation;
3. Downward in a different occupation.

If the employee is not offered a position in another community, she will be placed on lay-off or she may resign or she may retire if eligible.

### **9.7.2 Work Units Other Than Office**

The employee would not bump, but would be placed on the part-time/seasonal re-employment list.

### **9.8 Rights of Employees who are Bumped**

Bumping rights described in the previous articles will also apply to a part-time or seasonal employee who has been bumped; however, the thirty (30) day lay off notice does not apply in this instance.

### **9.9 Re-Employment List – Part-time/Seasonal Employees**

9.9.1 The Authority will maintain a part-time/seasonal re-employment list by community in the following instances:

- Part-time/seasonal employees who were unable to bump;
- Part-time/seasonal employees who received a notice of lay-off and elected not to bump;
- Part-time/seasonal employees who, in accordance with Article 9.6 c), declined an offer of a position;
- Part-time/seasonal employees in work units other than office who received a notice of lay-off; and
- Part-time/seasonal employees who successfully completed their probationary period and are red-circled due to assignment of a lower pay level.

9.9.2 The part-time/seasonal re-employment list will operate as follows:

- a) When a part-time/seasonal position becomes vacant or when a new part-time/seasonal position is created the senior qualified employee will be appointed from the part-time/seasonal re-employment list for all similar or lower occupations when such list exists. Promotions cannot be made from the re-employment list.
- b) Part-time/seasonal vacancies not filled from the re-employment list shall be posted and filled in accordance with Article 4 – Vacancies. Subject to any restrictions the employee may have identified, all employees on the part-time/seasonal re-employment list will have their name entered in any such postings.
- c) A qualified part-time/seasonal employee on the re-employment list will be offered work in stores prior to hiring any new employee in that store. The qualified part-time/seasonal employee will be provided with a two (2) week orientation period. The orientation period would consist of full-time hours supernumerary to regular part-time hours for that store. After the orientation the employee will be placed in the part-time rotation based on her seniority and she will commence a probationary period.

- 9.9.3 An employee's name will remain on the re-employment list for a maximum of one (1) year from the date her name was placed on the re-employment list.
- 9.9.4 An employee whose name is on the re-employment list is entitled to three (3) call-backs. The employee will have her name removed from the re-employment list following rejection of the third call-back or the expiration of the one (1) year period.
- 9.9.5 The employee has the responsibility to advise the Human Resources Branch in writing of any restriction(s) she wishes to place on her re-employment rights, or any change of address or telephone number.

9.10 Temporary Closure of a Work Unit

In case of a temporary closure of a work unit, the Authority will meet with the Union and affected employees to discuss options.

**9.11 Recall List – Peak Season Worker**

**The Authority will maintain a peak season worker recall list by community.**

**9.11.1 The peak season worker recall list will operate as follows:**

- a) when a peak season worker's term ends, her name will be placed on the recall list;
- b) when peak season positions are requested for the next peak business period, persons whose names are on the list will be recalled to work based on their seniority.

**9.11.2 A person whose name is on the recall list is entitled to two (2) call-backs. The person will have her name removed from the recall list following rejection of the second call-back or the expiration of one (1) year from the date her name was placed on the recall list, whichever occurs first.**

**10 SEVERANCE PAY**

10.1 Permanent Employees

10.1.1 Severance pay for **permanent** employees will be calculated on the basis of one week's pay for every complete year of full-time service and a proportionate amount of one week's pay for any partial year of service.

10.1.1.1 Commencing the twentieth (20) year, severance pay for full-time employees will be calculated on the basis of two (2) weeks **pay** for every complete year of full-time service and a proportionate amount of two (2) weeks' pay for any partial year of service to a combined maximum of fifty-two (52) weeks.

10.1.2 Severance pay for **permanent** employees is payable in the following instances:

- a) The **permanent** employee is laid off and is not re-employed within three (3) years from the date of lay off;
- b) The **permanent** employee is laid off and elects to resign;
- c) The **permanent** employee is laid off and passes away within three (3) years from the date of lay off. In this instance, the Authority will make the severance pay payable to the employee's spouse or significant other, or if the employee has no spouse or significant other, the estate.

10.1.3 Service for the purpose of this provision shall include service in positions both within and outside the scope of this agreement including time bought back for reasons of pension purposes and uninterrupted service which was continuous. Time spent on lay off and on the re-employment list will not be considered in the severance pay calculation.

## 10.2 Part-time and Seasonal Employees

10.2.1 Severance pay for part-time and seasonal employees will be calculated on the basis of full time equivalent service and a proportionate amount for any partial year of full-time equivalent service.

10.2.2 Severance for a part-time employee will be calculated on a pro-rated basis as per Article 10.2.1, on the basis of one (1) week's pay for each pro-rated year of service or portion thereof. Commencing the twentieth (20) year, severance pay will be on the basis of two (2) weeks for each pro-rated year of service or portion thereof to a combined maximum of fifty-two (52) weeks.

10.2.3 Severance Pay for part-time and seasonal employees is payable in the following instances:

- a) The part-time or seasonal employee is laid off, and is not re-employed within one (1) year of the date of lay off;
- b) The part-time or seasonal employee is laid off and elects to resign;
- c) The part-time or seasonal employee is laid off, and passes away within one (1) year from the date of lay off. In this instance, the Authority will pay the employee's spouse or significant other; if the employee has no spouse or significant other, the estate.

10.2.4 Time spent on lay off and the re-employment list will not be considered in the severance pay calculation.

## 10.3 Payout of Unexpended Sick Leave Credits on Permanent Lay Off

In addition to the severance pay outlined above:

- a) employees on permanent lay off who resign;
- b) **permanent** employees whose employment is terminated following three (3) years on the re-employment list;
- c) part-time or seasonal employees whose employment is terminated following one (1) year on the re-employment list; or

d) employees who are dismissed for ill health or mental incapacity and who are not eligible for a pension;

shall be eligible to receive a gratuity in an amount equal to one-third (1/3) of their unexpended sick leave accumulation as at the date of their resignation or termination, to maximum of four (4) months.

10.4 All employees that are to be paid severance shall receive the payment(s) within thirty (30) days of the termination of employment.

10.5 Severance pay will be paid at the employee's regular rate of pay in effect at the date of lay-off.

## **11 GRIEVANCE PROCEDURE AND ARBITRATION**

### **11.1 Filing and Time Limits**

#### **11.1.1 Employee Grievance**

A grievance, to be accepted, must be filed in writing within forty-five (45) calendar days from the date on which the employee first became aware of the alleged infraction.

#### **11.1.2 Group or Policy Grievance**

A policy or group grievance, to be accepted, must be filed in writing by the Union Agreement Administration Advisor and elected Union representative within forty-five (45) calendar days from the date on which the Union first became aware of the alleged infraction.

11.1.3 The forty-five (45) day time limit will not apply to those items included in the agreement where the Authority has allegedly failed to apply a specified benefit, e.g. vacation leave, sick leave, overtime, shift differential, etc. In these instances, the time limit will be one year after the date on which the alleged infraction first occurred. The effective date of any retroactive pay adjustments will be the date on which the infraction occurred.

### **11.2 Full Disclosure of All Information**

The Authority and the Union will provide full disclosure of all information available regarding the grievance at each step of the grievance.

### **11.3 Steps in the Grievance Procedure**

The intent and purpose of this procedure is to provide the parties with a process for resolving their own disputes as expeditiously as possible. Therefore every effort should be made at the local level prior to going to grievance.

### **11.3.1 Step 1 – Pre-Grievance Meeting & Written Grievance**

Within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction, the employee, or the Union on behalf of the employee, shall attempt to formally meet with the first inline Authority representative whether in-scope or out-of-scope, to discuss the alleged infraction.

If a formal pre-grievance meeting cannot be held, or if a satisfactory settlement cannot be achieved through the formal pre-grievance meeting, a grievance may be submitted in writing by the employee, or by the Union on behalf of the employee to the first inline Authority representative whether in-scope or out-of-scope within forty-five (45) calendar days from the date on which the employee first became aware of the alleged infraction. If the first inline Authority representative is in-scope, the Authority representative will forward the grievance to first inline out-of-scope Authority representative for response. If not already done so at the formal pre-grievance meeting, the out-of-scope Authority representative will meet with the grievor and Union representative to discuss the circumstances of the grievance. The out-of-scope Authority representative will provide a written decision within seven (7) calendar days of receipt of the written grievance.

### **11.3.2 Step 2**

If settlement cannot be reached at Step 1, the Union, within fourteen (14) calendar days of receiving the decision, may take up the grievance with the President or designate. If the grievance is advanced to Step 2, the Union may request a meeting between the parties, which will be scheduled within thirty (30) calendar days from the date of the request.

The parties will attempt to exchange information prior to or during the 2<sup>nd</sup> step process with the objective of:

- a) attempting to ascertain the facts and negotiate a resolution;
- b) failing resolution by negotiation, agreeing to a joint statement of facts; and
- c) based on the joint statement of facts, each party will recommend an appropriate course of action.

If settlement cannot be reached at Step 2, the President or designate shall render her decision in writing within fourteen (14) calendar days of receipt of the grievance or, fourteen (14) calendar days from the date of the meeting, whichever is applicable.

### **11.3.3 Step 3 – Referral to Arbitration**

If a satisfactory settlement cannot be achieved under Step 2, the Union, may, within fourteen (14) calendar days after receipt of the decision under Step 2, apply for **arbitration**.

#### 11.4 Time Limits

##### **11.4.1 Failure to Follow Time Limits**

It is the desire of both the Union and the Authority to resolve disputes in a manner that is just and equitable and it is not the intent to evade settlement or discussion on a procedural technicality. Time limits established throughout the grievance procedure are necessary for procedural orderliness and are to be adhered to. Should the Authority not adhere to the prescribed time limits the Union shall proceed to the next step. If the Union does not adhere to the prescribed time limits once a grievance has been filed it shall be deemed to have been settled, unless the Union can show a justifiable reason for its failure to proceed as prescribed. Time limits established throughout the grievance procedure shall be extended upon written consent of both the Union and the Employer.

##### **11.4.2 Arbitration – Time Limits**

The Authority and the Union agree that the grievance will be heard by an Arbitration Board within three (3) months of the application **for arbitration**.

##### **11.4.3 Extension of Time Limits**

The time limits set out in Article 11 may be extended by mutual agreement of the parties. Any extension agreed to will not unduly delay the processing of the grievance.

#### 11.5 Access to the Grievance Procedure

Access to the grievance procedure is limited to employees within the scope of this agreement except that an employee on initial probation who is dismissed shall only have the right to grieve demonstrating that the Authority's decision to dismiss the employee was unreasonable, discriminatory or in bad faith.

#### 11.6 Processing Grievances

The parties agree that leave to deal with grievances shall not unreasonably interfere with the operations of the Authority and shall not be unreasonably withheld.

#### 11.7 Mediation of Grievances or Disputes

The parties recognize the mediation process as a valuable tool for working through problems. At any time during the grievance and arbitration procedure, prior to a written decision of the Arbitration Board, the Authority and the Union may consider the mediation option outlined in Appendix "C".

#### 11.8 Expedited Arbitration

The Authority and the Union may consider the Expedited Arbitration option outlined in "Appendix D" to facilitate a resolution of a grievance. Expedited Arbitration would

normally follow where mediation was unsuccessful or where either party elects not to access mediation.

#### **11.9 Arbitration**

**11.9.1 A single arbitrator will be appointed in the manner provided in this section.**

**11.9.2 The Union may notify the Authority in writing of its intent to submit the grievance to Arbitration. The application will contain the name of a person identified under Article 11.9.4**

**11.9.3 Within ten (10) working days of receiving the notice from the Union, the Authority will acknowledge receipt of the notice in writing.**

**11.9.4 The arbitrator will be selected upon mutual agreement by both parties.**

#### **11.10 Procedure**

**11.10.1 The arbitrator shall fix a time and place of sittings, after consultation with the parties.**

**11.10.2 The arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.**

**11.10.3 No grievance shall be defeated by any formal or technical objection and the arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.**

**11.10.4 In the event that an employee is called as a witness in an arbitration hearing, the Authority shall grant leave and expenses which shall be applicable as follows:**

- a) If called by the Authority, leave without loss of pay and expenses paid by the Authority.**
- b) If called by the Union, leave in accordance with Article 2.6.4, and expenses paid by the Union.**
- c) If called by the arbitrator, the parties shall share equally the costs.**

#### **11.11 Decision of the Arbitrator**

**11.11.1 The arbitrator shall provide a decision to both parties in writing within thirty (30) calendar days of the end of the hearings, unless otherwise agreed to by the parties.**

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

**11.11.3 The arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement which the arbitrator deems just and equitable.**

**11.11.4** Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

**11.2 Expenses of the Arbitrator**

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

**12 HOURS OF WORK**

**12.1** As per hours of work designation for each occupation.

**12.1.1 Office -Full-time Employees Average 34.88 Hours per Week**

A work period for full-time Office employees will consist of nine (9), seven and three quarter (7.75) hour work days and one earned day off (EDO) in a two week period. The normal hours of work are:

**8:00 a.m. – 4:45 p.m.**

**Lunch break will be a minimum of one-half (1/2) hour, taken between the hours of 11:00 a.m. and 2:00 p.m.**

Monday to Friday inclusive with a three (3) day weekend every second week.

Part-time employees shall work hours as assigned by management and shall be subject to the hours of work arrangements in this agreement. The hours of work arrangements are not a guarantee of work.

**12.1.2 Regulated - Full-time Employees Average 37.34 Hours per Week**

**12.1.2.1** A work period for full-time store and warehouse employees shall be Monday to Saturday and will consist of fourteen (14), eight (8) hour workdays and one earned day off (EDO) in a three (3) week period.

**12.1.2.2** A work period for full-time Maintenance employees shall be Monday to Friday and will consist of fourteen (14), eight (8) hour workdays and one earned day off in a three (3) week period.

**12.1.3 Unregulated - Full-time Employees Average 37.34 Hours per Week**

**12.1.3.1** A work period for full-time employees working un-regulated hours shall be unregulated within any working day or series of working days consisting of two hundred and twenty-four (224) hours and two (2) earned days off (EDO's) in a six (6) week period. An employee working unregulated hours shall not be required to work more than twelve (12) hours in a day or more than six (6) days in a calendar week.

**12.1.3.2** A work period for an Inspector/Investigator on staff as of October 1, 2000 and who as of that day opted for a work period of 37.50 hours per week unregulated in a four (4) day week shall be permitted to continue with such work period until such time as the employee leaves that classification or opts for a work period as defined in Article 12.1.3.1 above. In the event of a designated holiday(s), the workweek would be decreased by one day (eight (8) hours) for each designated holiday. Excluding weeks during which annual inspections are conducted, every four week period will include a Saturday. In the event of a designated holiday, the prior week would not include a Saturday or Sunday, unless overtime rates are paid.

**12.1.3.3** Approved leave with pay and designated holidays shall be included when calculating the hours of an employee working unregulated hours subject to the following:

- a) in no event shall the number of hours included exceed a maximum of eight (8) hours per day;
- b) in the event an employee has worked a partial day, the number of hours included shall not exceed a combined (hours worked plus approved leave with pay) maximum of eight (8) hours per day;
- c) the foregoing shall have no application if the employee was not scheduled to work on any such day.

#### **12.1.4 Managerial - Full-time Employees Average 37.34 Hours per Week**

**12.1.4.1** A work period for full-time Liquor Store Managers shall be unregulated within any working day or series of working days consisting of two hundred and thirty two (232) hours and one scheduled earned day off (EDO) in a six (6) week period. An employee working managerial hours shall not be required to work more than eleven (11) hours in a day or more than six (6) days in a calendar week.

**12.1.4.2** Unless otherwise agreed to between the Liquor Store Manager and the Regional Manager or designate, managerial hours shall be worked within the core hours of operation for the store the Liquor Store Manager is assigned to.

#### **12.1.5 IT – Maintenance and Upgrade Hours Office – Full-Time**

**To meet the Authority’s requirements to maintain systems, the normal hours of work may be extended Monday through Sunday in order to provide regular maintenance and upgrades. This will be scheduled at least two (2) weeks in advance. The employees’ regularly consecutive scheduled days off and earned day off, when applicable, shall occur immediately before or immediately after the scheduled weekend shift(s).**

#### **12.2 Earned Days Off (EDO’s)**

**12.2.1** Eligible employees will be entitled to take earned days off subject to the following conditions:

- Earned days off will be scheduled adjacent to the employee's days of rest except they may be re-scheduled by mutual agreement.
- Earned days off will not alter employees' regular days of rest.
- There will be no claim for sick leave when an employee is ill on a scheduled earned day off.
- An employee on sick leave, vacation leave, education leave, or other approved leave, with or without pay, will resume their normal work cycle when they return to work. There will be no accumulation of an employee's earned days off that would have been taken during the period of leave.
- While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave will not include her earned days off during that period.
- An employee required to attend a learning/development course(s) or meeting that falls on her earned day off, will bank that earned day off.
- Earned days off that fall on a designated holiday will be re-scheduled by agreement between the employee and the manager or banked.
- Upon mutual agreement an employee may be permitted to bank but not exceed a balance of five (5) earned days off. Except as mutually agreed otherwise, an employee who wishes to bank an earned day off shall provide her immediate supervisor with notice at least twenty-one (21) calendar days prior to that earned day off being banked. Banked earned days off will be used in the fiscal year in which they are banked, managers may direct employees to use their banked earned days off prior to the end of the fiscal year.
- Banked earned days off not taken by fiscal year end will be paid out at the employee's regular rate of pay.

12.2.2 Earned Days Off for Liquor Store Managers shall, in addition to the general provisions, be as follows:

- Liquor Store Managers shall be entitled to earn two earned days off in a six (6) week period.
- One earned day off shall be scheduled in each established six (6) week work cycle.
- An employee may be permitted to bank up to five (5) earned days off in a fiscal year. Except as mutually agreed otherwise, an employee who wishes to bank an earned day off shall provide her immediate supervisor with notice at least twenty-one (21) calendar days prior to that earned day off being banked. Banked earned days off will be used in the fiscal year in which they are banked, managers may direct employees to use their banked earned days off prior to the end of the fiscal year.
- In addition, at the beginning of each fiscal year Liquor Store Managers shall be provided with an advance of either eight (8) or nine (9) earned days off as determined by the 3 year cycle beginning April 1, 2002. (Year 1 = 8 days, Year 2 = 9 days and Year 3 = 9 days). Earned Days Off provided in advance may be taken at any time throughout the fiscal year. A Liquor Store Manager leaving the Authority who has been granted more earned days off than she would have earned will have that amount deducted from any monies owed to her by the Authority. The amount will be calculated on the Liquor Store Manager's rate of pay at the time of separation.

### 12.3 Work Cycles

Management will establish the work cycles (2, 3 or 6 weeks) for employees.

### 12.4 Flexible Stop and Start Times – Office and Warehouse Employees

Employees may request and the Employer may approve flexible start and stop times and lunch breaks as follows:

#### **Office:**

- Employees will work core hours  
Monday to Friday – 9:00 a.m. to 3:30 p.m.
- Employees will not start earlier than 7:00 a.m. and finish work no later than 5:30 p.m.
- Employee will take a minimum one half-hour lunch break.

#### **Warehouse:**

- **Employees will work core hours which are dependent on the shift they are assigned to.**
- **Employees will not start earlier than 7:00 a.m. and finish work no later than 10:00 p.m.**
- **Employee will take a minimum one half-hour lunch break.**

### 12.5 Shift Schedules – Stores and Warehouse

The Authority will post shift schedules in stores and the warehouse at least three (3) weeks in advance of the shifts.

### 12.6 Store/Warehouse Shift Arrangements

12.6.1 When the Authority changes the hours of operation of any store **or warehouse**, the Authority will meet with the Union to discuss a shift arrangement. Hours of operation of a store **or warehouse** beginning before 7:00 a.m. or extending beyond 10:00 p.m. shall be negotiated with the Union.

12.6.2 The Authority 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.

### 12.7 Rest Breaks

#### **12.7.1 Full-time Employees**

Full-time employees are entitled to two (2) fifteen (15) minutes rest breaks within their working day. Rest breaks are normally taken in the morning and afternoon respectively.

## **12.7.2 Peak Season Workers, Part-time and Seasonal Employees**

**Peak season workers**, part-time and seasonal employees who work three (3) hours in a day are entitled to a fifteen (15) minute rest break 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.

## **12.7.3 Rest breaks will not be used to alter hours of work.**

### 12.8 Travel Time

12.8.1 Travel time for normal workday purposes authorized by the Authority will be considered as hours worked. Travel time for normal workday purposes resulting in the employee working in excess of the normal full-time hours of work shall be either paid at the appropriate overtime rates or bank an equivalent time in lieu.

12.8.2 Travel time outside the employee's regular work hours for education/training purposes authorized by the Authority shall not be considered as hours worked and shall not be accumulated for the purpose of earning seniority. Travel time for education/training purposes shall be paid at regular rates of pay.

12.8.3 Travel time required on a designated holiday for education/training purposes authorized by the Authority shall not be considered as hours worked and shall not be accumulated for the purpose of earning seniority. Travel time on a designated holiday for education/training purposes shall be paid at two (2) times the regular rates of pay.

### 12.9 Accumulation of Time-in-Lieu

Employees may accumulate up to **ninety (90)** hours time in lieu of overtime hours and time in lieu for a designated holiday, falling on an employee's day of rest or earned day off. Time in lieu will be approved by the supervisor prior to being taken. **At the end of each fiscal year, all accumulated time-in-lieu over the ninety (90) hours will be paid out at the rate of pay in effect on March 31, prior to any pay increase on April 1.**

### 12.10 Horse Racing Season Schedule

The Authority shall establish a work schedule for seasonal employees showing projected average hours per week, including start and end dates, for the upcoming horse racing season. After considering any input and comments from the Union, the Authority shall communicate the schedule to all seasonal employees in all occupations at least thirty (30) days prior to the season start. All available hours will be posted and claimed by employees in order of provincial seniority. The schedule may be amended during the horse racing season for valid and demonstrable business reasons (e.g. cancellation of race days). The Authority shall meet with the Union concerning the amended schedule prior to sending two (2) weeks notice in writing to any affected employee.

## **13 OVERTIME**

### **13.1 Overtime Will be Authorized**

- 13.1.1 Overtime will be offered to all qualified employees in the workplace on a voluntary basis in order of seniority, in the following order:
- a) **permanent** full-time employees,
  - b) part-time employees who have been awarded a temporary full-time position,
  - c) **permanent part-time employees**,
  - d) part-time employees **and**
  - e) **peak season workers**.

In the event that no employee volunteers, overtime shall be assigned, on a rotational basis, to qualified employees who are in an overtime situation. The rotation will be set up with employees listed in reverse order of seniority. Employees assigned to work overtime shall not refuse to work that overtime unless the employee provides the Authority with good and sufficient reason for being unable to work.

- 13.1.2 Wherever possible, employees will be given twenty-four (24) hours notice of the requirement to work overtime.

### **13.2 Overtime Rates**

- 13.2.1 At the employee's request, the employee will be either paid at two (2) times the employee's hourly rate for all overtime hours worked or will bank time at the rate of two (2) hours for each overtime hour worked.
- 13.2.2 Overtime earnings will be in addition to all other amounts due an employee, and will normally be paid with regular pay cheques in the next-pay period.

### **13.3 Overtime Entitlements**

Employees are entitled to overtime for all hours worked in excess of the normal full-time hours of work for their occupation.

### **13.4 Call Back Pay For Overtime**

- 13.4.1 An employee who leaves her place of work after completing her work day or shift, and is required to return to the workplace will be paid overtime for actual hours worked for a minimum of two (2) hours.

#### **13.4.2 Liquor Store Managers Call Back**

- 13.4.2.1 A Liquor Store Manager who completes her work day or shift and is required to return to the workplace will be paid for the actual hours worked for a minimum of two (2) hours. These hours shall be included in the six (6) week work cycle.

13.4.2.2 Notwithstanding 13.4.2.1, a Store Manager who is called back to work on an emergency basis outside of normal hours of store operation, will be paid overtime for actual hours worked for a minimum of two (2) hours.

#### 13.5 Performing Work at Home

13.5.1 A full-time employee who receives a phone call or other form of directive from the Authority which requires the employee to perform work at home, will be paid at the appropriate overtime rate for all actual hours worked for a minimum of one-half hour.

13.5.2 A **peak season**, part-time or seasonal employee who receives a phone call or other form of directive from the Authority which requires the employee to perform work at home, will be paid at regular rates of pay up to the normal full-time hours of work and at the appropriate over time rate thereafter for all actual hours worked for a minimum of one-half hour.

13.5.3 A Liquor Store Manager who receives a phone call or some other form of directive from the Authority which requires the manager to perform work at home will be paid for the actual hours worked for a minimum of one-half (1/2) hour. These hours shall be included in the six (6) week work cycle.

### 14 DESIGNATED HOLIDAYS

#### 14.1 Designated Holidays

The following days shall be recognized as Designated Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

#### 14.2 Additional Day (Floating Holiday)

Full-time employees are entitled to one additional day per fiscal year. The floating holiday will be mutually agreed to between the employee and the employee's supervisor in the fiscal year in which it is granted. The floating holiday cannot be carried over into the succeeding fiscal year.

#### 14.3 Assignment of Work on a Designated Holiday

Work on a designated holiday will be offered in order of seniority, in the following order:

- a) **permanent** full-time employees,
- b) part-time employees who have been awarded a temporary full-time position,
- c) **permanent** part-time employees,
- d) **part-time employees and**
- e) **peak season workers.**

#### 14.4 Compensation For Designated Holiday Falling on a Scheduled Day of Work

##### **14.4.1 Full-time Employees Who Do Not Work on the Designated Holiday**

When a designated holiday falls on a full-time employee's regularly scheduled day of work and that employee is not required and/or does not work on that designated holiday, the employee will be paid for the day.

##### **14.4.2 Full-time Employees Who Work on the Designated Holiday**

When a designated holiday falls on a full-time employee's regularly scheduled day of work and that employee is required to work and works on that designated holiday, the employee shall:

- a) be paid for the day or be granted a day off with pay as a day in lieu of the designated holiday within the fiscal year the designated holiday was worked; 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.

14.4.2.1 When a designated holiday falls on a full-time employee's regularly scheduled day of work and that employee 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.

#### 14.5 Compensation for Designated Holiday Falling on a Day of Rest/Earned Day Off

##### **14.5.1 Full-time Office Employees**

A designated holiday that falls on a full-time office employee's day of rest/earned day off may be observed on either the normal business day preceding or the normal business day following the designated holiday or the employee may elect to bank the designated holiday. To be arranged by mutual agreement between the employee and supervisor.

##### **14.5.2 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.

14.5.3 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:

be paid her total bi-weekly salary including payment for designated holidays;

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 be given a mutually agreed alternate day of rest within the averaging period.

#### 14.6 Compensation for Designated Holidays – Unregulated Employees

##### 14.6.1 **Full-time Unregulated Employees**

When a designated holiday falls on a full-time unregulated 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.

14.6.2 Designated holidays for unregulated employees shall be observed on the actual calendar date.

14.6.3 A full-time unregulated employee who does not work on the designated holiday will be paid eight (8) hours at her regular rate of pay and the normal full-time hours of work for the work period shall be reduced by eight (8) hours or, if requested by the employee, she will be granted a day off with pay as a day in lieu of the designated holiday within the fiscal year the designated holiday occurs.

14.6.4 A full-time unregulated employee who is required to work and works on that designated holiday shall:

- a) be paid eight (8) hours at her regular rate of pay for the day or be granted a day off with pay as a day in lieu of the designated holiday within the fiscal year the designated holiday was worked; 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.

#### 14.7 Designated Holiday Compensation – Peak Season Workers, Permanent Part-time, Part-time and Seasonal Employees

14.7.1 **Peak season workers, permanent part-time**, part-time and seasonal employees will be paid 5.4% of regular earnings for each pay period in lieu of designated holidays. Earnings for this purpose will include shift differential.

14.7.2 In addition to the pay prescribed in Article **14.7.1** above, a **peak season worker, permanent part-time**, part-time or seasonal employee who is required to work and works on a designated holiday shall be paid at the rate of two (2) times her regular rate of pay for each hour she works, up to the normal hours.

#### 14.8 Overtime Work on a Designated Holiday

An employee required to perform overtime work on a designated holiday will be paid at the rate of three (3) times her regular pay for each overtime hour worked on the designated holiday.

## **14.9 Reduction in Work Cycle – Designated Holiday**

**The maximum hours worked in the work cycle when a designated holiday occurs shall be reduced by 7.75 hours for office employees and by 8 hours for all other employees. Notwithstanding the forgoing and the principles of averaging hours, the maximum number of hours of work in the work cycle is not reduced if:**

**the full-time employee is granted a day off in accordance with Article 14.4 and 14.5; or in accordance with Article 14.7, the permanent part-time, part-time, seasonal employee or peak season worker is paid 5.4% of regular earnings for each pay period in lieu of designated holidays and takes time off without pay or is not scheduled to work the equivalent of twelve (12) designated holidays in the fiscal year, i.e. 93 hours for office employees and 96 hours for all other employees.**

## **15 VACATION LEAVE**

### **15.1 Vacation Entitlement**

Employees are entitled to and are required to use vacation leave with pay subject to approval of the Authority and subject to the following provisions.

### **15.2 Service for Vacation Purposes**

15.2.1 Years of service to determine vacation entitlement shall include all current and previous employment with the Authority.

15.2.2 Years of service accumulated by an employee who, prior to being employed by the Authority, resigned from:

- a) the Government of Saskatchewan;
- b) a Board, Commission or Crown Corporation of the Government;
- c) a District Health Board in Saskatchewan; a Board of Education in Saskatchewan; a Saskatchewan University;
- d) an employer whose employees were represented by the Union; or
- e) a paid position of the Union.

shall be credited to the employee for determining vacation entitlement only.

15.2.3 After completing ten (10) years of service with the Authority, an employee who has had pensionable employment credited under *The Public Service Superannuation Act* will have such employment credited as years of service for determining vacation entitlement only.

15.2.4 Notwithstanding Article 15.2.1 and 15.2.2 above, an employee will not receive credit for years of service to determine vacation from any previous employment from which the employee is receiving a pension.

#### 15.2.5 Employee to Provide Proof of Previous Eligible Service

It will be the employee's responsibility to inform the Authority of any previous eligible service, and to provide the appropriate documentation. The effect of any eligible previous service shall not be retroactive but will be effective from the date of application.

#### 15.3 Vacation Leave With Pay

##### 15.3.1 **Fifteen (15) Days Vacation (Up to Seven (7) Years)**

Employees are entitled to fifteen (15) days vacation leave with pay **or portion thereof based on hours worked** during the first complete vacation year following the date of employment. Vacation leave is earned at the rate of one and one quarter (1<sup>1</sup>/<sub>4</sub>) days for each completed calendar month of service, or **6.36%**.

##### 15.3.2 **Twenty (20) Days Vacation (Eight (8) to Fourteen (14) Years)**

Employees are entitled to twenty (20) days vacation leave with pay **or a portion thereof based on hours worked** during the vacation year in which they complete eight (8) or more years of service. Vacation leave will be earned at the rate of one and two-thirds (1 <sup>2</sup>/<sub>3</sub>) days for each completed month of service, or **8.64%**.

##### 15.3.3 **Twenty-five (25) Days Vacation (Fifteen (15) to Twenty-one (21) Years)**

Employees are entitled to twenty-five (25) days vacation leave with pay **or a portion thereof based on hours worked** during the vacation year in which they complete fifteen (15) years of service. Vacation leave will be earned at the rate of two and one-twelfth (2 <sup>1</sup>/<sub>12</sub>) days for each completed month of service, or **11.0%**.

##### 15.3.4 **Thirty (30) Days Vacation (Twenty-two (22) or More Years)**

Employees are entitled to thirty (30) days vacation leave with pay **or a portion thereof based on hours worked** during the vacation year in which they complete twenty-two (22) years of service. Vacation leave will be earned at the rate of two and one half (2 <sup>1</sup>/<sub>2</sub>) days for each completed month of service, or **13.44%**.

#### 15.4 Permanent Employees

**Permanent full-time and permanent part-time employees shall be granted vacation based upon the years of service they will have completed in the fiscal year. Vacation entitlements shall be advanced at the beginning of each fiscal year.**

#### 15.5 Vacation Leave Will Be Authorized

Employees shall be granted vacation based upon the years of service they will have completed in the fiscal year. Vacation entitlements shall be advanced to employees at the beginning of each vacation year. Vacation leave may be taken only with the approval of

the manager or designate. The Authority may direct employees to use vacation leave in the vacation year.

#### 15.6 Rotation of Vacation Leave

The Authority will make every effort to ensure employees may use their vacation leave between May 1 and October 1 of every year. Vacation leave will be rotated to ensure equality regardless of seniority.

#### 15.7 Designated Holiday During Vacation Leave

When a designated holiday falls during a **permanent** full-time, **permanent part-time and temporary** employee's vacation leave, that day shall be recognized as the designated holiday and not vacation.

#### 15.8 Carry Over of Vacation Leave

15.8.1 The Authority may approve the carry over of up to five (5) days vacation from one fiscal year to the next based on a written request from the employee. In special circumstances, the Authority may approve a carry over of up to an additional five (5) days.

15.8.2 Notwithstanding Article 15.8.1 above, in cases of extended illness or injury the Authority may approve a carry over of additional days.

#### 15.9 Vacation Entitlement in Year of Retirement

Employees leaving the Authority at age sixty-five (65) or at any time following the completion of thirty-five (35) years service will be entitled to their full vacation entitlement in the fiscal year of retirement. **In addition, employees will also receive a prorated portion of vacation entitlement based on the portion of the fiscal year of retirement already worked.**

**For peak season workers, part-time and seasonal employees, vacation entitlement will be based on the employees actual time worked in the prior fiscal year.**

#### 15.10 Vacation on Separation

15.10.1 An employee leaving the Authority shall be paid for unused earned vacation at the employee's rate of pay at the time of separation.

15.10.2 An employee leaving the Authority who has been granted more vacation than she earned will have that amount deducted from any monies owed to her by the Authority. The amount will be calculated on the employee's rate of pay at the time of separation.

15.11 Vacation Entitlement – Peak Season Workers, Part-time and Seasonal Employees

**15.1.1 Peak season workers**, part-time and seasonal employees will earn **and bank** vacation based on actual time worked as determined by the years of service the employee will have completed in the fiscal year **in accordance to Article 15.3**.

**16 CLASSIFICATION AND PAY**

16.1 Equal Pay for Work of Equal or Comparable Value

The parties recognize the principle of equal pay for work of equal or comparable value.

- a) **To provide equitable, non-discriminatory classification treatment within the SLGA bargaining unit;**
- b) **To evaluate jobs, not people, nor performance;**
- c) **To ensure compliance with relevant legislation and policy.**

16.2 Classification Plan

The completed questionnaires, factors, CD's and notes to raters will be kept in the Human Resources branch, and copies will be available to all employees on request.

**Any changes to the plan and its application will be negotiated between the Union and Human Resources.**

16.3 Creation of New Occupations

**16.3.1 Scope and Rate of Pay**

When the Authority creates a new occupation, the Authority shall meet with the Union and negotiate its inclusion or exclusion and, if included, the hours of work and length of probation period designation.

**16.3.2 Vacancies**

When the Authority and the Union are unable to agree to a hours of work or probation period for any new occupation falling within the scope of this agreement and the Authority wants to fill that vacancy, the Authority shall assign an hours of work designation and length of probation period.

**16.3.3 Arbitration of Disputes Over Hours of Work or Probation Period**

A dispute concerning the hours of work or probation period for any new occupation falling within the scope of this agreement will be referred to the Reconsideration Panel which will be established in accordance with Article 16.9.

#### 16.4 Request for Classification Review

16.4.1 When **an** employee has **had** significant change or alteration to her position, and she has completed the probationary period for that position, she has the right to request and obtain a review of the correctness of the existing classification of her position. Requests will be made in writing to the Human Resources branch on the appropriate position questionnaire form.

16.4.2 The employee will submit a current questionnaire for her position, as well as a **summary highlighting** where the changes to the position have occurred. Any changes to the position questionnaire will be approved by the employee's manager.

**A Union Classification Representative will be made available for the employee to access for help in completing the questionnaire to ensure the employee has all of the necessary information covered.**

16.4.3 The Human Resources branch will review the position and provide a decision to the employee within sixty (60) days.

16.4.4 The Authority and/or **the Union** may also initiate classification reviews.

#### 16.5 Status of Employees on Reclassification

##### **16.5.1 Reclassification**

a) Where an employee is assigned duties such that statutory qualifications are required and the employee does not have such qualifications, the employee shall immediately vacate the position and be subject to the Employment Security provisions of this agreement.

b) If the employee is qualified, she continues in the promotion. If the reclassification results in a promotion the reclassification challenge provisions shall apply.

#### 16.6 Upward Reclassification

When a position is reclassified to a classification level with a higher maximum hourly rate, the effective date will be the first day of the pay period following the date the request for classification review was received in the Human Resources branch. The employee's hourly rate of pay will be adjusted upward as per the promotion formula.

#### 16.7 Downward Reclassification

When a position is reclassified to a classification level with a lower maximum hourly rate of pay, the effective date will be the first day of the pay period following the date the classification decision was released by the Human Resources branch. The employee's pay will be red-circled.

## 16.8 Right to Debrief Before Appeal or Sign Off

**If reclassification has been denied the employee has the right to debrief before choosing appeal or sign off. The rationale shall be explained so the employee has a good understanding before moving to the next step. The Union Classification Representative shall be available for the incumbent.**

## 16.9 Classification Reconsideration

### 16.9.1 Reconsideration Panel

- a) A request for reconsideration must be submitted to **Human Resources** within twenty (20) days of the date of the decision letter. The Reconsideration form must be completed, signed and include a description of the proposed change and reasons for the change.
- b) If new or additional information is submitted, prior to reconsideration by **Human Resources and the Union Classification representative**, the information must be reviewed and agreed to by the employee's manager.
- c) **Human Resources and the Union Classification representative** will reconsider the rating based on information submitted by the employee and Class Plan factors (including notes to raters) and the comparative descriptions.
- d) **Human Resources and the Union Classification representative** will make a decision and will provide a copy of the written decision and rationale to all parties within thirty (30) days of receipt of the reconsideration request.
- e) If the employee disagrees with the decision, the appeal procedure may be accessed in accordance with Article 16.9.2.

### 16.9.2 Formal Appeal

- a) The employee may appeal within twenty (20) days of the date of the decision letter **by Human Resources and the Union Classification representative**. The employee will submit the appeal together with the reasons for the appeal to the Human Resources Branch. The Human Resources Branch will provide a copy of the employee's appeal to the Union and confirm receipt of the appeal with the employee.
- b) The appeal will be heard within sixty (60) days of receipt of the appeal to the Human Resources Branch. The appeal will be heard by a union Classification representative, Human Resources and an independent third party (the chair) agreed to by all. The **Human Resources Branch** will arrange the time and place of the appeal hearing and advise the parties.
- c) The Chair of the Appeal Hearing will render a decision within seven (7) days of the appeal, and provide rationale. The decision of the chair will be final and binding.

## 16.10 Challenges to Reclassified Positions by Other Employees

16.10.1 When a reclassification results in a promotion for the incumbent employee, the Authority shall post the reclassification in the affected branch or store. The incumbent employee is not required to apply to the posting. An informational bulletin shall be posted in all work

units.

16.10.2A full-time employee in the same branch or store may challenge the reclassification provided she:

- a) is in the same occupation as the incumbent prior to the reclassification; and
- b) can establish to the satisfaction of the Union and Authority that her promotional opportunities have been unjustly curtailed because the new/changed duties might as readily have been assigned to her.

16.10.3 Reclassification challenges will be resolved in the same manner as an in-service competition. Challenges may be initiated by forwarding a resume to the Human Resources branch referencing the posted reclassification.

### 16.11 Training

**The parties agree that appropriate training for all classification information will be conducted. This will be funded for Union members through the Union Education Fund.**

## 17 PAY ADMINISTRATION

### 17.1 Bi Weekly Pay Periods

17.1.1 Employees will be paid on a bi-weekly basis. Employees will receive a statement of earnings showing hours paid, gross earnings, the reason and amount of deductions, net earnings, total accumulated sick leave credits and where applicable, adjustments for prior pay periods.

17.1.2 Employees who commence employment, or who return to work following leaves of absence without pay, educational leave, lay-off, suspension or reinstatement between pay periods will be entitled to prorated salary and benefits on the next bi-weekly payroll run, provided the information is received in time for the payroll run. If the information is not received in time, the employee will be paid on the subsequent payroll run, or the Authority may authorize a manual salary payment in unusual circumstances.

### 17.2 In Hiring Rates of Pay

17.2.1 In hiring rates of pay will normally be at the minimum of the pay levels. However, the Authority may approve a higher rate within the pay level where the selected applicant possesses education and/or qualifications that exceed the minimum requirements for the classification level or where market reasons warrant, as determined by the Authority. The Authority will bulletin an outline of the qualifications of the person appointed above the minimum of the pay level and the hourly pay rate.

17.2.2 An employee in the same occupation, who is being paid at a lower hourly rate in the pay level, and believes that she possesses the equivalent qualifications as the person appointed

under Article 17.2.1 may request that Human Resources review her qualifications. The request for review will be submitted to Human Resources within thirty (30) days of the posting of the bulletin. If an adjustment is warranted, the employee's hourly pay rate will be adjusted effective the date of the appointment of the person appointed under Article 17.2.1.

17.2.3 Human Resources branch will provide the Union with copies of all requests submitted in accordance with Article 17.2.1 and the outcome of such request.

### 17.3 Increments

17.3.1 Service for increments will include hours worked, earned days off, earned vacation leave taken, designated holidays, sick leave earned and used, leave without pay up to three (3) months, definite leaves, and maternity, **parental** and adoption leaves.

#### 17.3.2 Increment Timing – **Permanent** Full-time

17.3.2.1 An employee will be entitled to annual increments of four (4) percent within her pay level until she reaches the maximum.

17.3.2.2 Notwithstanding Article 17.3.2.1, Customer Service Representatives will be entitled to an increment of four (4) percent within their pay level after serving the equivalent of six (6) full months between the training rate and the minimum of the pay level. Thereafter, Article 17.3.2.1 applies.

#### 17.3.3 Increment Timing – **Permanent Part-Time/Part-time/Temporary/Seasonal/Peak Season Worker**

17.3.3.1 A **peak season worker, permanent part-time, part-time, temporary or** seasonal employee is entitled to an increment of (4%) within her pay level on the same basis as a full-time employee after serving the equivalent of twelve (12) full months until she reaches the maximum.

17.3.3.2 Notwithstanding Article 17.3.3.1, Customer Service Representatives will be entitled to an increment of four (4) percent within their pay level after serving the equivalent of six (6) full months between the training rate and the minimum of the pay level. Thereafter, Article 17.3.3.1 applies.

### 17.4 Increments may be Withheld

Increments may be withheld on the basis of unsatisfactory work performance or inappropriate behaviour. The Authority will notify the employee in writing of the reasons for withholding the increment. The Union will be notified in all cases where an increment is withheld.

17.5 Increment Dates

17.5.1 Increments will be processed effective the first day of the pay period following the date in which the employee has served the equivalent of twelve (12) full months. The same principle applies for the CSR training rate only after six (6) equivalent full months.

17.5.2 When an employee returns to work after a definite leave of absence without pay, lay off, or education leave, and the employee continued to earn seniority during that period, there will be no change to her increment date.

**17.5.3** Increment Date on Promotion or Reclassification Upward

If the increase yields 10% or more of the employee's current hourly rate of pay, the increment date will be changed to the nearest pay period one year subsequent to the promotion. If the adjustment is less than 10% the employee's increment date will remain the same.

17.6 Promotion Formula

17.6.1 On promotion an employee (other than a liquor licensing employee on staff as of October 1, 2000) shall receive a salary increase of eight (8) percent applied to the hourly rate, subject to the minimum and maximum of the higher pay level. On promotion a liquor licensing employee on staff as of October 1, 2000, shall receive a salary increase of ten (10) percent applied to the hourly rate, subject to the minimum and maximum of the higher pay level.

17.6.2 For the purposes of this article, an employee's current hourly rate of pay shall be the rate of pay of the position the employee is working at the time the employee is offered the promotion provided the employee has successfully completed the probationary period for that position. If the employee has not completed the probationary period for that position the employee's current hourly rate of pay shall be deemed to be the rate of pay for the position she last held and completed the probationary period. If the employee has not completed a probationary period, the employee's rate of pay shall be the minimum of the new pay level.

17.6.3 An employee who is promoted to a position that the employee had been temporarily performing for at least six (6) full-time equivalent months during the past twenty-six (26) accounting periods, shall have those hours assigned at that higher paid position during the past twenty-six (26) accounting periods credited for increment purposes. In this instance the employee's rate of pay shall be determined by first applying the promotion formula and then crediting the increment.

17.7 Multiple Salary Transactions on Same Date

Multiple salary transactions will be applied in the following order:

- 1) Increment;
- 2) Economic Adjustment;
- 3) Appointment/Promotion/Demotion/Transfer.

## 17.8 Salary Adjustment on Demotion

### **17.8.1 Pay on Voluntary and Involuntary Demotion**

When an employee voluntarily or involuntarily demotes from a position in which she successfully completed the probationary period, her increment date will not change. Her rate of pay will be adjusted as follows:

- a) When her hourly pay rate prior to the demotion is above the maximum established for the position into which she is taking a demotion, it will be reduced to the maximum of the new pay level.
- b) When her hourly pay rate prior to demotion is within the pay level established for the position into which she is taking demotion, it will remain the same until her increment date.

### **17.8.2 Voluntary Demotion Employee on Initial Probation**

When an employee on initial probation voluntarily takes a demotion, her appointment shall be terminated and she shall commence a new appointment in the lower classification level.

### **17.8.3 Voluntary Demotion Employee on Subsequent Probation**

When an employee who has successfully completed an initial probation demotes from a position in which she holds probationary status, she shall revert to the pay rate at which she was being paid in the pay range of her former classification level subject to any increments she would have received had she remained in that pay level.

### **17.8.4 Promotion of Demoted Employee Who Retained Hourly Rate**

An employee who retained her hourly rate on demotion and who promotes within one (1) year thereafter shall retain her hourly rate and increment date. She shall be entitled to the benefit of the promotion formula when the promotion is to a position with a higher maximum pay range than the position she was demoted from in the first instance.

### **17.8.5 Promotion of Demoted Employee Who Do Not Retain Hourly Rate**

An employee who does not retain her hourly rate on demotion and who subsequently promotes to a position at her former level shall be entitled to the promotion formula provided that the new hourly rate shall not exceed the hourly rate to which she would have progressed had she not demoted.

## 17.9 Salary on Transfer

When an employee is transferred, the hourly rate and increment shall not be changed.

#### 17.10 Shift Differential

In addition to the regular rates of pay, a shift differential in the amount of one dollar **sixty cents (\$1.60)** per hour will be paid for all hours worked between 6:00 p.m. and 8:00 a.m. **Monday through Thursday**. Shift differential is not a part of wage rates, and it cannot be used in calculating overtime rates. Shift differential will not be paid for any hours for which overtime rates are being paid and will not be paid in a modified work pattern in a situation where it was not payable under standard hours of work arrangement.

#### 17.11 Weekend Premium

Effective the first pay period after **ratification** of the collective bargaining agreement, in addition to regular rates of pay, a weekend premium pay in the amount of **two dollars and twenty cents (\$2.20)** per hour will be paid for all hours worked between 6 p.m. Friday and 8 a.m. Monday. Weekend premium is not a part of wage rates, and it cannot be used in calculating overtime rates. The weekend premium will not be paid for any hours for which overtime rates are being paid and will not be paid in a modified work pattern in a situation where it was not payable under standard hours of work arrangement.

#### 17.12 Standby Pay

17.12.1 Standby duty means a period during which an employee is not scheduled to be at work. The employee is assigned to be on call and is immediately available to return to work.

17.12.2 Standby pay will be paid for each four (4) hour period, or portion of the period that an employee is assigned to be on standby, she will be paid the sum of **ten dollars (\$10.00)**.

17.12.3 An employee on standby who is called back to work will be paid in accordance with Article 13.4. An employee on standby who is phoned and performs work at home shall be paid in accordance with Article 13.5.

#### 17.13 Pay Below the Regular Rate For Training Purposes

If the Authority is unable to hire an academically qualified applicant to fill a vacancy, the Authority may establish a training pay rate for the position. The training pay rate will be established at eight (8%) percent below the minimum for the position. A person hired at the training rate will earn increments on the same basis as full-time employees. The employee will have one (1) year to gain the qualifications for the position. Upon completion of the qualification requirements the employee will be placed into the regular classification.

The one (1) year period may be extended for a defined period as agreed upon by the Authority and the Union. The rate of pay will not change during the extension period.

#### 17.14 Pay on Re-employment from the Re-employment List

An employee appointed to a position at the same pay level from the re-employment list will be paid at the same hourly rate in the pay level as that which she achieved when her name was placed on the re-employment list.

#### 17.15 Payments Due on Separation

Payments due an employee on separation will be made within two (2) weeks. Payments include earned but unused vacation leave and any gratuities for which the employee may be eligible. However, payment may be withheld pending an accounting and settlement of any monies payable to the Authority such as accountable advances, over expended leave or inventory not accounted for.

### **18 ACCOMMODATION, MEALS, MILEAGE AND OTHER ALLOWANCES**

#### 18.1 Employee Entitlement

When accommodation and/or meals are not provided by the Authority, employees are entitled to expenses on the following basis when away from the employee's own community on authorized Authority business:

On the prior approval of the supervisor, an employee may claim meals while working within the employee's own community.

#### 18.2 Accommodation – In Province and Out of Province

18.2.1 Hotel – Actual and reasonable expenses supported by a receipt.

18.2.2 Accommodation in private residences for Authority employees will be in accordance with the rates established by Executive Government.

#### 18.3 Meal Allowances

18.3.1 Meal allowances for Authority employees will be in accordance with the rates established by Executive Government.

18.3.2 Where a charge is made for a banquet, it will be paid instead of the meal rate provided for that meal.

18.3.3 Employees on Authority business will be reimbursed actual and reasonable costs for meals north of the 54<sup>th</sup> parallel (not to exceed \$48.00 per day). Receipts are required.

18.3.4 Meal allowance will be reimbursed for:

- breakfast, if the time of departure is earlier than 7:30 a.m., or the time of return is later than 8:30 a.m.;
- dinner, if the time of departure is earlier than 11:30 a.m., or the time of return is later than 12:30 p.m.;

- supper, if the time of departure is earlier than 5:30 p.m., or the time of return is later than 6:30 p.m.

18.3.5 Notwithstanding the above, an employee, 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 is assigned to work with other enforcement agencies within the employee's own community will be entitled to claim a meal subject to the provisions in Article 18.3.

18.3.7 Meal allowances will be paid to employees on overtime subject to the provisions of Article 18.3.

18.3.8 There shall be no more than three (3) meals claimed in one (1) day.

#### 18.4 Mileage Allowances

Mileage allowances for Authority employees will be in accordance with the rates established by Executive Government.

#### 18.5 Use of Personal Vehicle

18.5.1 Employees authorized to use their personal vehicles on Authority business will be paid an allowance of one dollar and fifty cents (\$1.50) per hour; or mileage allowance in accordance with Article 18.4; or six dollars (\$6.00) per day, whichever is the greater.

18.5.2 Except for Creighton, managers/employees who do the banking shall be paid three dollars (\$3.00) per day (Not applicable in stores where banking is done by an armoured car service). Liquor Store Managers/employees who are concerned about the safety of making a bank deposit shall consult with her Regional Manager or designate.

Because of the distance to the bank in Flin Flon, managers/employees doing the banking for Creighton shall be paid six dollars (\$6.00) per day. If banking arrangements in Creighton are changed this exception will no longer apply and the parties will meet to discuss alternate arrangements as may be necessary.

#### 18.6 Other Allowable Expenses

18.6.1 Actual and reasonable charges for taxis, parking and telephone will be reimbursed. Receipts are required for charges in excess of four dollars (\$4.00).

18.6.2 Dry cleaning and laundry shall be approved under exceptional circumstances. Receipts are required.

#### 18.7 Tuition and Book Allowance – Post Secondary Courses



- b) Buffalo Narrows and La Loche 10 additional days per year or **4.24%**

Employees who work partial months are entitled to a **prorated amount of the Special Northern Leave based on hours worked.**

## **20 TEMPORARY ASSIGNMENT OF HIGHER DUTIES**

### 20.1 Eligibility Criteria

Eligibility Criteria for Temporary Assignment of Higher Duties are as follows:

- a) the temporary assignment of an employee to perform the duties of another position classified at a pay level having a higher maximum hourly rate of pay than the pay level of the employee's home position **and will be for no less than one hour;**
- b) the temporary assignment of new duties to an employee, the result of which warrants a pay level having a higher maximum hourly rate of pay than the pay level of the employee's home position **and will be for no less than one hour.**

### 20.2 Pay Adjustment on Assignment of Higher Duties

An employee on a temporary assignment will be paid for each hour, or portion of an hour so assigned, based on the promotion formula. In no case will the employee be paid at less than the minimum or more than the maximum of the higher pay level. An employee on a temporary assignment will continue to receive increments and economic adjustments in her home position; the temporary higher hourly rate of pay will be adjusted accordingly.

### 20.3 Assignment to Senior Qualified Employee

Temporary assignment of higher duties will be offered to the senior qualified **permanent** employee from the next lower pay level within the branch and **work unit**, or shift. If no **permanent** employee **accepts**, then the senior qualified part-time employee from the next lower pay level within the branch and **work unit**, or shift **will be offered the assignment.** The Authority shall advise employees who have more seniority with reasons, in writing, why they were not qualified.

### 20.4 Length of Temporary Assignment

Temporary assignment of higher duties will not exceed three (3) months.

### 20.5 Temporary Assignment of Higher Duties to Certain Positions

- a) Employees in the Customer Service Representative (**Level 4**) and Liquor Store Assistant Manager (**Level 5 & 6**) occupations are not eligible for benefits under this Article unless the Authority assigns the higher duties for more than three (3) weeks within a six (6) week period. If the higher duties are assigned for more than three (3) weeks within a six (6) week period, the employee's hourly rate of pay will be adjusted

as per the promotion formula, retroactive to the first day of the assignment of higher duties.

- b) **When the out-of-scope manager is away and the duties have been assigned to the Assistant Manager in a two shift store the temporary assignment of higher duties will be assigned to the senior qualified. No temporary assignment of higher duties will be paid for a weekend shift or designated holiday as the Manager does not typically work these shifts.**
- c) **Employees in Head Office when assigned to out-of-scope positions are not eligible for benefits under this Article unless the Authority assigns the higher duties for more than three (3) consecutive days. If the higher duties are assigned for more than three (3) consecutive days, the employee's hourly rate of pay will be adjusted as per the promotion formula, retroactive to the first day of the assignment of higher duties.**

## **21 SICK LEAVE, PRESSING NECESSITY & FAMILY CARE LEAVE**

### 21.1 Sick Leave Entitlements

- 21.1.1 Employees earn one and one-quarter (1¼) days of sick leave for each full month worked or a pro-rated amount **based on hours** worked. Sick leave will be cumulative from year to year.
- 21.1.2 **Permanent full-time** employees with less than three months' service will be allowed five (5) days leave with pay for sickness. **Permanent part-time, part-time** and seasonal employees with less than three months' service will be allowed a proportionate amount of five (5) days of leave with pay for sickness based on a projection of their actual time worked for three (3) months.
- 21.1.3 On the approval by the Authority, a **permanent** employee who has no accumulated sick leave may be permitted to draw on future sick leave to a maximum of thirty (30) days. On the approval by the Authority, a **permanent part-time, part-time** or seasonal employee who has no accumulated sick leave may be permitted to draw on future sick leave to a maximum of thirty (30) days prorated based on actual time worked during the past thirteen (13) accounting periods worked. If the employee resigns or retires, any overdrawn amount of sick leave will be recovered from the employee.
- 21.1.4 Upon written application, an employee who has had a break in service with the Authority after April 1, 1998 and returns to work for the Authority within three (3) years from the break in service, shall be credited with all accumulated unused sick leave she was credited with prior to the break in services. The three (3) year period shall not include time spent on the re-employment list.

## 21.2 Third Party Claims – Employer’s Right of Subrogation

If an employee is unable to work because of an accident that entitles the employee to recover damages for loss of wages from a third party, the Authority, instead of paying sick leave benefits under this Article, may authorize advances or loans to the employee to be repaid out of the amounts, if any, paid to the employee by the third party for such loss of wages.

## 21.3 Physician’s Report

21.3.1 An employee may be required to provide the Authority with a physician’s report for repetitive or extended illness. The report will state an expected return to work date.

21.3.2 An employee returning to work after an illness may be required to provide the Authority with a physician’s report verifying the employee’s fitness to perform the work required for the position.

21.3.3 The Authority may require an employee to undergo an examination by a physician selected by the Authority. The Authority will be sensitive to employee preferences. The Authority will pay any costs associated with the medical certificate or the examination.

## 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.

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.

21.4.2 The Authority reserves the right to determine whether an employee shall be allowed sick leave benefits when her disabilities are the result of engagement in criminal activities.

21.4.3 An employee whose vacation leave is interrupted because of illness or accident which requires hospitalization, or is incapacitated due to illness, may request to have the period of hospitalization or incapacity charged to available sick leave accumulation. When the Authority so requires the employee will provide medical evidence to support such confinement.

## 21.5 Duty to Notify Authority of Illness

An employee absent from work because of illness will notify her supervisor or manager of any absence as quickly as possible prior to or shortly after she is scheduled to be at work.

## 21.6 Designated Holidays During a Period of Illness

Designated holidays that fall during a sick leave period will not be charged to sick leave.

## 21.7 Sick Leave Carry Over from Other Agencies

Employees coming from Executive Government, Commissions, Boards or Crown Corporations will be allowed to carry their sick leave provided their break in service is less than six (6) months or one hundred and eighty (180) calendar days.

## 21.8 Sick Leave Cost Recovery

An employee leaving the Authority who has been granted more leave for sickness, pressing necessity or personal/family responsibilities than she earned will have that amount deducted from any monies owed to her by the Authority. The amount will be calculated on the basis of the number of days over-expended based on her hourly rate of pay at the time of separation.

## 21.9 Pressing Necessity/Family Responsibility – Minimum 75 Day Requirement

21.9.1 Employees who maintain a minimum of seventy-five (75) sick leave days may be permitted by the Authority to use sick leave for pressing necessity and up to a maximum of five (5) days per fiscal year for personal/family responsibilities.

21.9.2 An employee with fewer than seventy-five (75) sick leave days may be granted up to three (3) days per fiscal year sick leave by the Authority for pressing necessity or personal/family responsibilities.

21.9.3 An employee with fewer than seventy-five (75) sick leave days who requires leave with pay in excess of the permitted limit of three (3) days in a fiscal year may be granted an advance to a maximum of three (3) additional sick leave days. The advance will be charged to the employee's sick leave earned in the following year.

21.9.4 Use of this paid leave is restricted to a portion of the employee's accumulated sick leave balance due to Federal Government Employment Insurance Regulations. By complying with these regulations we significantly reduce the cost of Group Life Insurance Premiums to individual employees.

## 21.10 Pressing Necessity and Personal/Family Care Leave

21.10.1 Pressing necessity is drawn from an employee's sick leave balance and may be used for emergent situations and compassionate leave.

21.10.2 Personal/family care leave is also drawn from an employee's sick leave balance and is to be used for carrying out a personal or a family responsibility within the context of today's societal demands and pressures. These responsibilities include matters where the employee has an obligation or duty and where she may be held accountable or answerable in some manner if the obligation is not met. This leave does not apply to purely discretionary personal or family matters. The individual employee's judgement should be tempered with good faith reasoning and an understanding that if abused the ability to take time off with pay for important personal or family responsibilities may be denied.

- 21.10.3 Employees may verbally request leave for pressing necessity or personal/family responsibilities and submit a written request after the leave has been granted.
- 21.10.4 Requests may be granted by the Authority to an extent considered to be fair and reasonable and in accordance with joint Union/Authority policy.
- 21.10.5 The Authority may request evidence from the employee that the leave is for pressing necessity or personal/family leave.
- 21.10.6 Employees who are unable to use sick leave days for pressing necessity or personal/family leave may use time-in-lieu, vacation leave, or other paid and unpaid leave provisions in the collective agreement.
- 21.11 Medical Donor Leave

An employee will be granted time off without loss of pay, not charged to sick leave, to donate an organ or bone marrow. The employee shall be granted such leave for the period required for the donation and recuperation as approved by a medical physician.

## **22 LEAVE OF ABSENCE**

### 22.1 Definite Leave of Absence Without Pay

Providing satisfactory arrangements can be made for the performance of work, an employee may be granted a definite leave of absence without pay as follows:

- By the manager for a period not exceeding three (3) months.
- By the Vice President for a period not exceeding **two (2) years**.

### 22.2 Requests For Leave

Requests for Maternity, Parental, or Adoption leave will be made one month prior to the expected date of birth or adoption. Notice may be waived in exceptional circumstances.

### 22.3 Maternity/Parental/Adoption Leave

**22.3.1** An employee who has completed twenty (20) weeks of service and who is pregnant **or requests parental or adoption leave** is entitled to and will be granted leave without pay for a period up to twenty-four (24) months.

**22.3.2** The Authority agrees to provide employees on Maternity Leave with a top-up of Employment Insurance Maternity Leave Benefits to 100% of regular **net** salary for the first seventeen (17) weeks of Employment Insurance Maternity Leave Benefits. The seventeen-week period will include the two-week waiting period. **An employee approved for Maternity Leave Top-up is not eligible to receive Parental/Adoption Leave Top-up.**

**22.3.3 The Authority agrees to provide employees on Parental/Adoption Leave with a top-up of Employment Insurance Parental/Adoption Leave Benefits to 100% of regular net salary for up to seventeen (17) weeks of Employment Insurance Parental/Adoption Leave Benefits. Top up payment is determined by approved Employment Insurance (EI) eligibility.**

**22.3.4 Employees receiving leave top-up will be required to sign a promissory note for return service commitment for an equivalent dollar amount of the top-up received.**

**22.4 Leave of Absence for Prolonged Illness/Injury**

22.4.1 An employee suffering prolonged illness/injury will, on application, be granted definite leave of absence without pay for a period of up to eighteen (18) months after all her sick leave credits have been used.

22.4.2 An extension of up to six (6) months of definite leave without pay may be granted if the Authority is reasonably assured that the employee will be fit for duty within the six (6) months.

22.4.3 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.

**22.5 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.

**22.6 Leave for Educational Purposes**

The Authority may grant an employee a definite leave of absence without pay for educational purposes.

**22.7 Change of Return to Work Date**

22.7.1 An employee granted a definite leave of absence without pay may return to work before the end of the definite leave period with the consent of the Authority. Requests for return to work before the end of the definite leave period must be submitted to the Authority at least thirty (30) calendar days prior to the new requested return to work date.

22.7.2 A definite leave of absence without pay may be extended. Requests for an extension to the definite leave period must be submitted to the Authority at least thirty (30) calendar days prior to end of the definite leave period.

**22.8 Benefits While On Definite Leave of Absence or Lay Off**

22.8.1 Employees on a definite leave of absence without pay are entitled to earn benefits as follows:

- a) For the first thirty (30) consecutive calendar days or less of leave; all benefits except designated holidays that fall in the period of leave.
- b) Leave from thirty-one (31) to ninety (90) consecutive calendar days, sick leave, seniority and increments only.
- c) After ninety (90) consecutive calendar days of definite leave; seniority up to one (1) year, for the period of definite leave only.
- d) Notwithstanding the above, employees on a prolonged illness/injury shall earn seniority up to a maximum of twenty four (24) months.

22.8.2 Full-time employees on a lay off are entitled to earn benefits as follows:

- a) For the first thirty (30) consecutive calendar days or less of lay off; all benefits except designated holidays that fall in the period of lay off.
- b) Lay off from thirty-one (31) to ninety (90) consecutive calendar days of lay off; sick leave, seniority and increments only.

22.8 All employees granted maternity, **parental** adoption or prolonged illness/**injury** leave will continue to earn seniority and increments for the entire period of definite leave. Seniority for part-time and seasonal employees shall be based on the employee's average hours worked in the thirteen (13) accounting periods prior to the commencement of the leave. Seniority shall be credited in each accounting period.

22.8.4 With the exception of Article 22.8.3 above, the benefits provided in this Article will apply only if an employee returns to work at the expiry of her leave/lay off.

**22.8.5 Group life benefits are optional while on definite leave of absence, while long term disability benefits are mandatory and must be paid prior to employee's leave of absence.**

22.9 Indefinite Leave of Absence

22.9.1 An employee may be granted an indefinite leave of absence without pay by the Authority.

**22.9.2 Extension of Indefinite Leave**

**22.9.2.1 Employees receiving payment from WCB and/or LTD that have exhausted leave as defined in Article 22.4 shall be granted indefinite leave with no requirement to apply for annual extension.**

22.9.2.2 Employees on **non-medical related** indefinite leaves of absence will be required to apply for extensions yearly.

22.9.2.3 **Employees on indefinite leaves of absence may be required** to give proof that the original conditions under which leave was granted still prevail.

22.9.3 When an employee is placed on an indefinite leave of absence, the employer may commence with filling their vacant position on a permanent basis.

22.9.4 A full-time employee granted an indefinite leave will, at the end of that leave, have her name entered in any postings for which she is qualified, for a maximum of one (1) year or until an offer is accepted, whichever occurs first.

22.10 Benefits While On Indefinite Leave of Absence

Employees on an indefinite leave of absence without pay are not entitled to earn any benefits.

22.11 Return From Leave

An employee returning to work after a leave of absence may be required to provide the Authority with a physician's report verifying the employee's fitness to perform the work required for the position. An employee deemed not fit to perform the work required for the position shall be able to access all benefits of this collective agreement, subject to the terms and conditions of the employee benefit plans, as if the employee had been at work at the time of determination.

## 23 WORKERS' COMPENSATION

23.1 Requirement to Apply for Long Term Disability (LTD)

An employee in receipt of benefits under Workers' Compensation for ninety (90) or more calendar days will make application for LTD (SGEU).

**Should the employee qualify for LTD benefits, this will allow for a continuous source of compensation without delay when she may no longer qualify for Workers' Compensation benefits, yet continues to be medically unable to work due to injury or illness.**

23.2 Workers' Compensation Payments

23.2.1 When **an** employee is injured in the performance of her duties, or incurs an industrial illness, and the accident or illness is compensable under the provisions of the "The Workers' Compensation Act, 1979", she will be compensated as follows:

- a) The total compensation received by the employee will not exceed her **regular net salary**.
- b) A **peak season worker/permanent part-time**/part-time/seasonal employee's normal earnings will be the average of her previous thirteen (13) accounting periods, or as defined by the Workers' Compensation Board, whichever is the greater.

23.2.2.1 Pending receipt of payments from Workers' Compensation, an employee will receive **regular net salary**. However, the Authority may limit such earnings to the amount of an employee's accumulated sick leave at the commencement of her disability. The Authority may require the employee to provide proof of her disability.

### 23.3 Employer Top-up

23.3.1 From and including the date of injury until no more than one (1) year from the date of injury, the employee shall receive her **regular net salary**, and any benefits payable from Workers' Compensation shall be paid directly to the Authority on behalf of the employee.

23.3.2 After one (1) year from the date of injury to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive her **regular net salary**, and any benefits payable from Workers' Compensation shall be paid directly to the Authority on behalf of the employee. The difference between the employee's **regular net salary** and the benefit payable from Workers' Compensation will be charged against the employee's available sick leave credits.

### 23.4 Direct Payment by Workers' Compensation

Two (2) years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee will receive payments directly from Workers' Compensation only.

### 23.5 Employee Status and Benefits

23.5.1 **Up to** two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee will be deemed to be an active employee and earn all benefits except vacation leave. Seasonal employees will not earn benefits during the period of seasonal lay-off.

23.5.2.1 An employee receiving payment from Workers' Compensation will be entitled to carry forward any earned, unused vacation leave up to and including the full entitlement for the month in which the injury occurred until she returns to work.

23.5.3 Two (2) years from the date of injury the employee is entitled to an indefinite leave of absence in accordance with Article 22.9 – Indefinite Leave of Absence.

23.5.4.1 An employee who receives an indefinite leave of absence will be paid out any outstanding vacation leave balance. Any over expenditure of vacation leave will not be recovered from the employee.

23.5.4.2 Employees who are paid directly by WCB will be credited with seniority for the duration of the disability up to a maximum of two (2) years. For part-time employees, seniority shall be calculated based on the provisions of Article 23.2.1b), and shall be credited on an accounting period basis.

### 23.6 Co-op/Summer Students and University Graduates

- 23.6.1 A Co-op/Summer student or university graduate will be compensated and earn benefits as per the above, except that the Authority will cease paying the employee at the expiration of her appointment. Thereafter the employee will receive payment directly from the Workers' Compensation Board. The employee is not entitled to either a definite or indefinite leave of absence.
- 23.6.2 If the Co-op/Summer student or university graduate's appointment ends while the employee continues to receive payment from the Workers' Compensation Board, the student/graduate's employment relationship will be deemed to be severed.

**23.7** Temporary Employees/Peak Season Workers

**Temporary employees/peak season workers will receive payments directly from Workers' Compensation only.**

**24 DUTY TO ACCOMMODATE/RETURN TO WORK PROGRAM**

- 24.1 The Duty to Accommodate (DTA) and the Return to Work (RTW) program is designed to help return employee(s) to the workplace as soon as it is possible.**

**The Authority and the Union are committed to providing all employees with a healthy work environment encompassing safety and support for all employees, and will take any meaningful and practical steps necessary to achieve and promote this commitment.**

**The Authority and the Union agree to carry out a joint process to facilitate employee(s) returning to the workplace on any type of a graduated return to work program. Employees have a duty to participate and co-operate in the return to work process.**

**25 OCCUPATIONAL HEALTH & SAFETY**

- 25.1 Commitment to Occupational Health & Safety

The Authority and the Union recognize the importance of Occupational Health and Safety in the workplace. This is a shared concern of both parties, and the Authority and the Union will, on a collaborative basis, maintain a safe and healthy workplace, to prevent and/or correct situations which threaten health and safety in the workplace.

The employee has the full protection of the Occupational Health and Safety Act, including access to information that may impact her health and safety in the workplace, and the right to refuse work the employee has reasonable grounds to believe is unusually dangerous. The employee has the duty to conduct herself in a safe and responsible manner while at work.

**25.2 Joint Employer-Employee Occupational Health Committee shall be established in workplaces where there are ten (10) or more employees, and/or as agreed to by parties. Each committee shall consist of no less than two (2) and not more than twelve (12) members. At least one half (1/2) of the committee shall be Employees elected or appointed by Union members or the Union, and each committee shall have Employer and Employee co-chairpersons, as appointed by their respective parties.**

## **26 EMPLOYMENT INSURANCE REBATE**

### **26.1 Employee's Share of the Employment Insurance Rebate**

The parties agree that the Authority's premium payment for the first twenty five thousand dollars (\$25,000.00) coverage of group life insurance for each eligible and participating employee is inclusive of the employees' share of the Employment Insurance (EI) Rebate.

## **27 BENEFIT AND PENSION PLANS**

### **27.1 Participation**

The Authority is a participating employer in the "Public Employees Dental Plan" on behalf of all employees as determined by the terms of the Plan. The cost of the Plan will be paid by the Authority.

### **27.2 Health & Enhanced Dental Plans**

27.2.1 The parties agree to provide on behalf of eligible employees, paid for by the Authority, an Extended Health Care Plan and enhancements to the Public Employees Dental Plan. The Health Plan and enhanced portion of the Dental Plan is to be governed by the Joint Board of Trustees. The Joint Board of Trustees shall consist of two (2) persons appointed by the employer and two (2) persons appointed by the Union. The Joint Board of Trustees is established for the express purpose of administering these plans within the financial resources allocated to the plans.

27.2.2 On the restructuring of the SLGA, the Board of Trustees will oversee the distribution of the plans reserve funds in such a manner that each member will receive their portion, either in a direct cash payment or transfer to their new plan(s).

### **27.3 Pension Contributions**

- a) It shall be mandatory that all employees become members and contribute to the Public Employees Pension Plan.
- b) Pension contributions shall be as follows:

Contributory earnings for pension purposes shall be based on gross regular salary plus supplementary earnings except overtime, professional fees, severance pay, career assistance and group life taxable benefit.

- c) The Employee and Employer contributions shall be 7% of gross regular salary for employees in the Public Employees' Pension Plan. **Effective April 8, 2012, Employee and Employer contributions shall be increased from 7% to 7.25%.** For employees in the Liquor Board Superannuation Plan the Employee and Employer contributions in the Public Employees' Pension Plan shall be 2%. **Effective April 8, 2012 Employee and Employer contributions shall be increased from 2% to 2.25%.**

## 28 TECHNOLOGICAL CHANGE

### 28.1 Definition Trade Union Act

For the purpose of this Article the Trade Union Act shall mean the act as written on January 1, 2001 **and as amended in 2007.**

### 28.2 Definition of Technological Change

Technological change shall be as defined in Section 43 of the Trade Union Act.

### 28.3 Definition of a Significant Number of Employees

The number of employees that shall be deemed to be "significant" for the purpose of Section 43 subsection 2 of the Trade Union Act, shall be five (5) except that "significant" shall mean all employees of a store if the store introducing the technological change employs less than five (5) employees.

### 28.4 Application of the Trade Union Act

- 28.4.1 If the Authority introduces a technological change Section 43 subsections (1) through (10) of the Trade Union Act shall apply including providing a provision of a minimum of ninety (90) days notice to the Union. Section 43 subsection 4 however, shall not apply.

- 28.4.2 As part of the collective bargaining to establish a workplace adjustment plan as spelled out in Section 43 subsection (8.2), **and Article 8 of the Collective Agreement, the Authority agrees to the following in sequential order:**

- a) **place the displaced employee(s) in an equivalent vacant position that she is qualified for, at the same rate of pay; or**
- b) **place the displaced employee(s) in a lower level vacant position that she is qualified for, with her salary red-circled at the higher rate of pay; or**
- c) **negotiate with the union, severance pay for the displaced employee(s).**

28.5 Failure to Develop a Workplace Adjustment Plan

28.5.1 If the parties have failed to develop a workplace adjustment plan forty-five (45) days from the date of receipt of notice pursuant to Section 43 subsection (2) of the Trade Union Act, a conciliator shall be appointed in accordance with Section 43 subsection 8.3.

28.5.2 Notice required in Section 43 subsection (10) (b), shall only be given by the conciliator after having determined that the parties have bargained collectively and are unable to agree upon a workplace adjustment plan. After twenty-eight (28) days from the date the conciliator was appointed, either party may request the minister to consult with the conciliator to determine whether the parties are able to agree upon a workplace adjustment plan.

## 29 MERGERS

29.1 Definition Trade Union Act

For the purpose of this Article the Trade Union Act shall mean the act as written on January 1, 2001 **and as amended in 2007.**

29.2 Transfer of Obligation

When any portion of the Authority's business is sold, leased, transferred or otherwise disposed of, Section 37 of the Trade Union Act, in its entirety, shall apply.

## 30 DURATION OF AGREEMENT

30.1 Term

This Agreement will be effective dating from April 1, 2010, and will be valid until and including March 31, 2013. This Agreement will remain in full force and effect from year to year thereafter, unless written notice of request to negotiate a revision is given by either party at least thirty (30) days, but not more than sixty (60) days prior to the expiry date of the Agreement. When written notice has been given, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

30.2 Effective Date of Provisions

All provisions of this new collective agreement, unless specified otherwise, become effective the date of **ratification** of the collective agreement.

**SCHEDULE "A"**

Level	Hourly Min./Max. (1% increase) Effective April 11, 2010		Level	Hourly Min./Max. (3% increase) Effective April 10, 2011		Level	Hourly Min./Max. (1.5% increase) Effective April 8, 2012				
	Min.	Max.		Training Step	Min.		Max.	Training Step	Min.	Max.	
1		\$16.96	\$20.45	1		\$17.47	\$21.06	1		\$17.73	\$21.38
2	\$17.31	\$17.99	\$21.66	2	\$17.83	\$18.53	\$22.31	2	\$18.10	\$18.81	\$22.64
3		\$19.06	\$22.97	3		\$19.63	\$23.66	3		\$19.92	\$24.01
4		\$20.58	\$24.80	4		\$21.20	\$25.54	4		\$21.52	\$25.92
5		\$22.23	\$26.80	5		\$22.90	\$27.60	5		\$23.24	\$28.01
6		\$24.00	\$28.93	6		\$24.72	\$29.80	6		\$25.09	\$30.25
7		\$26.17	\$31.53	7		\$26.96	\$32.48	7		\$27.36	\$32.97
8		\$28.53	\$34.38	8		\$29.39	\$35.41	8		\$29.83	\$35.94
9		\$31.10	\$37.50	9		\$32.03	\$38.63	9		\$32.51	\$39.21
10		\$33.92	\$40.84	10		\$34.94	\$42.07	10		\$35.46	\$42.70
11		\$36.95	\$44.51	11		\$38.06	\$45.85	11		\$38.63	\$46.54
12		\$40.28	\$48.52	12		\$41.49	\$49.98	12		\$42.11	\$50.73

# Appendix “A”

## JOINTLY DEVELOPED POLICIES

- Duty to Accommodate
- Part-time Policy
- Temporary Assignment of Higher Duties (TAHD)
- Pressing Necessity (Recommendations only)
- Harassment and Violence in the Workplace
- Maximizing Pool
- In-Scope Classification Plan
- Joint Board of Trustees
- Co-op University
- Representative **SCHEDULE**
- Employee and **—A** educationals delivered)
- educationals) Program (EFAP) (committee and
- Core Competencies
- Performance Incentives
- Occupational Health and Safety
- Sunday Openings

The parties agree that other policies may be discovered or created and upon mutual agreement deleted from the list during the term of this agreement.

# APPENDIX “B”

## In-Scope Classification Plan – Maintenance Agreement

SLGA and SGEU are committed to the principle of equal pay for work of equal or comparable value job evaluation. The parties mutually commit to the following purposes, principles and values in relation to the maintenance of the joint equal pay for work of equal value job evaluation plan:

### 1. Purpose

- a) To provide equitable, non-discriminatory classification treatment within the SLGA bargaining unit;
- b) To evaluate jobs, not people, nor performance;
- c) To ensure compliance with relevant government legislation and policy.

### 2. Principles and Values

- a) Equal pay for work of equal or comparable value:
  - Job evaluation factors measure the criteria skill, effort, responsibility, and working conditions.
  - Factors measure all aspects of work and are applied to all jobs in the bargaining unit.
  - Level definitions in the factors measure significant differences in work.
  - Traditionally undervalued characteristics of work are measured by the factors and made visible through the comparative descriptions.
  - Persons evaluating jobs are trained in bias awareness and proper application of the plan, and do not have vested interests in the outcome.
  - In the event of significant changes in duties and responsibilities the employee has a right to know how her job is affected and a right to request a classification review of such changes.
- b) The right to due process:
  - Job evaluation factors and comparative descriptions will be available through Human Resources.
  - **Debrief and reconsideration and formal appeal** mechanisms shall exist to examine, substantiate, and adjudicate decisions and shall function in a manner that maintains the integrity of the job evaluation plan.
  - Bias is addressed through consistent plan application, appropriate education of all those involved in the classification process including the **Union Classification representatives**, Human Resources and the independent appeals chairperson, removal of vested interest decision-making, maintaining up-to-date comparative descriptions and notes to raters, and through disclosure of rationale.

### 3. **Definitions**

Equal pay for work of equal value is deemed to be achieved when the employer adjusts its compensation practices so that all employees are assigned to a schedule of pay with the same maximum hourly rate of pay as other employees performing work of equal or comparable value.

“Equal or comparable value” means a range of points within a weighted point rating job evaluation plan that is determined, through a joint union management process, to be worth the same maximum hourly rate of pay.

Equal or comparable value is determined through the application of the factors in the plan which measure skill, effort, responsibility and working conditions. These factors are written such that their content does not incorporate gender, or other bias.

“Classification Plan” (or “Job Evaluation” Plan) shall mean the job evaluation plan for employees in the SLGA/SGEU Bargaining Unit

“Comparative Descriptions” (CDs) are practical examples of work which provide the standards for how the level definitions within each factor are to be interpreted and applied.

“Consensus” shall mean agreement of all committee members present at least to the point of being able to live with the decision. A group has reached a consensus decision when each member can honestly say (s)he has been heard and supports the decision because it was arrived at openly and fairly.

“Employee” is defined as all persons covered by the SLGA/SGEU Collective Bargaining agreement and included as employees in that agreement.

“Parties” are defined as the SGEU and SLGA negotiating committees and their representative committees.

### 4. **No Discrimination**

In the application of the classification plan, there is no discrimination in pay where a pay difference is the result of:

- a) A temporary training or development assignment which is equally available to male and female employees and leads to career advancement for those involved in the program, or assignment.
- b) Any human resource practice where a job is downgraded and the incumbent retains a rate above the maximum of the newly assigned range.
- c) A skills shortage that is causing inflation in pay for an occupation because the employer is encountering difficulties in recruiting and/or retaining employees with the requisite skills.
- d) Changes or differences in job assignments.

## 5. Joint Union/Management Maintenance Committee and Sub Committees

The in-scope classification plan will be maintained by a joint union/management maintenance committee, which will operate by consensus. The committee will be composed of an equal number of representatives from union and management, with a minimum of 50% female representation. There will be one Union and one Management Co-Chair.

The Maintenance Committee will meet as necessary.

The Maintenance Committee will have **the** responsibility for hearing appeals and dispute resolution.

Either party may engage advisors to assist its representatives on the Maintenance Committee. The Advisor will be entitled to voice but not vote.

### a) Maintenance Committee Composition and Authority

- i) The Maintenance Committee will be composed of **3 trained Union Classification members and 3 Human Resource members** Quorum will be 4 members. **At no time shall there be less Union members than Human Resource members.**
- ii) The parties will each name their members to the committee.
- iii) Members will act in a leadership capacity with respect to the Maintenance Committee and other committee roles, and NOT represent the vested interests of specific groups or occupations.
- iv) Members of the committee will be trained in equal pay for work of equal or comparable value principles, and in the classification plan.
- v) Role and Authority of the Maintenance Committee.
  - To ensure the classification plan and its processes and procedures are applied fairly and consistently;
  - To maintain the Notes to Raters through addition or deletion of notes;
  - To maintain the Comparative Descriptions (CDs) through additions or deletions to the content of existing CDs, and the addition or deletion of entire CDs;
  - To determine the education needs and deliver as required to employees, managers, new committee members, the independent appeals chairperson (s) and Human Resources regarding the principles of the plan, and how it is interpreted and applied;
  - To develop any forms required;
  - To approve any communications related to the classification plan;
  - To establish and change the roles, processes and authority of the appeals and dispute resolution committees, as required. Such changes will be in accordance with the principles and values stated in this Maintenance Agreement;
  - To recommend to the parties changes to factors;
  - **To reconsider the rating based on information submitted by the employee and Class Plan factors (including notes to raters) and the comparative descriptions;**

- **To ensure prompt handling of job content disputes, and for receiving and investigating complaints regarding fair process. If necessary, will engage external experts with the approval of the parties;**
- **To debrief an employee as per Article 16.**

## 6. Evaluation of Jobs

Job evaluation reviews will be carried out by a Human Resources Consultant (HRC), who will be trained in the job evaluation plan and in equal pay for work of equal value principles. The HRC shall not be a member of the Maintenance Committee.

Human Resources will strive to review **1/3 of the** positions each year. The review may be requested by the employee/supervisor or it may be requested by Human Resources/**Union**.

A review includes:

- 1) requests for classification reviews by incumbents or managers where there has been a significant change in duties;
- 2) evaluation of new jobs prior to posting for competition. **Note:** the evaluation of new jobs prior to posting will be treated as a priority;
- 3) consistency reviews of jobs selected by the Maintenance Committee for the purpose of ensuring that ratings remain up to date and consistent across SLGA. The SGEU Staff Advisor will be notified of the review.

The job evaluation review will include evaluation of the completed job questionnaire form and interviews with the employee and supervisor/manager. Evaluation decisions must be based on the consistent application of the job evaluation Factors and Notes to Raters as demonstrated in the Comparative Descriptions.

Upon completion of the job evaluation review, the HRC will notify the employee, the supervisor/manager, **the Union** and the SGEU Staff Advisor of the results. The results package will include rationale for each factor evaluation, applicable Comparative Descriptions, and changes, if any, to point total and pay level. The appeal registration form will also be provided in this package.

The evaluation decision of the HRC may be **reconsidered or** appealed. If an appeal is registered, a copy will be provided to the SGEU Staff Advisor. The HRC will attend the hearing in order to provide the rationale for the evaluation decision.

## 7. Timelines

- a) When a request for a job classification review is received by Human Resources, it will be date stamped. Human Resources will acknowledge the receipt in writing.
- b) Human Resources will review the job and provide a decision to the applicable employee, manager, the **Union Classification Representatives** and SGEU within 60 days of receiving the request for a review.

- c) The Joint Maintenance Committee and Human Resources must receive a Notice of Appeal by the employee and/or manager within **20** days of receipt of the job evaluation decision.
- d) The Appeal Panel in conjunction with the independent appeals chairperson will schedule an appeal hearing, the date of which must be within 60 days of receipt of the notice of appeal.
- e) The Appeal Panel will render a decision and notify the employee, the Manager and Human Resources within **7** days of the hearing.

## 8. **Conflict of Interest**

Maintenance Committee members will exempt themselves from involvement in any decision of the Maintenance Committee or sub committee where the member may have a bias against or in favour of the person or job concerned, or where they could gain, or be perceived to gain, from their involvement in that decision.

## 9. **Training**

The parties will ensure that all Maintenance Committee members, HRC's performing evaluations and the independent appeals chairperson(s) will complete a training program. This will include theory in job evaluation, bias awareness, equal pay principles and practical application of the factors, notes to raters and comparative descriptions.

## 10. **Policies**

- a) Factors:
  - i) The *Notes to Raters* are to be applied when evaluating jobs. Classification decisions established contrary to the *Notes to Raters* are considered to be in error and shall be re-evaluated.
  - ii) Errors in application of factors are not precedent setting.
- b) Comparative Descriptions:
  - i) Comparative descriptions may be deleted from the plan, added to the plan, or modified by the Maintenance Committee.
  - ii) The ratings of comparative descriptions cannot be changed or adjusted, except by the Maintenance Committee.
  - iii) Comparative descriptions are the only allowable position comparisons for appeal hearings.

## 11. **Full Disclosure**

The parties agree to share any materials with each other that are fundamental to the maintenance of the classification plan. The parties agree to open communication in their joint and separate activities related to the maintenance of the classification plan.

## 12. Costs

The parties shall endeavour to avoid overtime situations for joint union-management committees and agree to identify when any suggested meeting time will create an overtime situation for any committee member.

Any meeting of the maintenance, appeal or dispute resolution committee convened solely by union members of the joint committees will be treated as union leave.

Union and management participants in joint union/management committees will be treated as if at work.

# **APPENDIX “C”**

## **MEDIATION OF GRIEVANCES OR DISPUTES**

The Union and the Authority agree the best resolution to disagreements or disputes is a solution worked out between the parties.

The Union and the Authority will approach each grievance(s) from the point of view of:

1. Determine all the facts and negotiate a resolution.
2. Failing resolution through negotiation, agree to a joint statement of facts.
3. Based on the joint statement of facts, determine the appropriate course of action to resolve the grievance either through a grievance mediation process or board of arbitration.

This process can be adjusted by mutual agreement of the parties:

### Grievances Appropriate for Mediation:

A grievance seeks individual settlement, (settlement applies to one employee) and would not result in a similar claim by another employee. The Authority and the Union may agree to a grievance mediation process for other kinds of grievances, e.g., group grievances.

Grievance mediation is appropriate where there are a range of possible solutions to the concerns raised by the grievance.

Grievance mediation is not normally appropriate for policy grievances, complex cases, or where other employees would have a similar claim resulting from settlement.

### Role of the Mediator:

The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.

The mediator will be agreed to by the Authority and the Union, and the costs associated with the mediation process will be equally shared between the parties.

#### Provision of Information Prior to the Mediation:

The Authority will provide the mediator with a copy of the grievance, a copy of grievance replies and a copy of the collective agreement five (5) days prior to the mediation.

#### Rules Applicable to Grievance Mediation:

Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process.

Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievances.

Anything said or done at mediation will not be used against either the Authority, employee or the Union at any subsequent arbitration.

At any subsequent arbitration board hearing, or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness.

No transcripts or records will be kept by the mediator other than the mediation occurred, when, where, the parties to the dispute and whether settlement was achieved.

Parties to the mediation will have the Authority to conclude a settlement at mediation.

The manager, the respondent, the grievor, the steward, a representative from Human Resources, spokespersons for the Authority and the Union may attend the mediation. Other persons may attend if agreed to by the parties to the mediation.

#### Grievance Mediation Process

The mediator will provide an introduction of the mediation process, e.g., concept, ground rules, process and questions.

The process will be determined by the parties to the mediation with respect to the collective agreement, opportunities to comment, meeting as a group, or individually with the mediator.

If a settlement can be reached, the terms of the settlement will be put in writing, and signed by the parties.

If no agreement is possible, the mediator will verbally set out respective positions, and points of difference.

The mediator may shut down the mediation process if it appears resolution is unlikely.

# APPENDIX “D”

## EXPEDITED ARBITRATION

Expedited Arbitration may be used, by mutual agreement, at any time after Step 2 of the grievance procedure.

The parties shall mutually agree upon a list of expedited arbitrators.

The parties shall meet semi-annually or as often as required to review outstanding grievances and determine which grievances, if any, may be suitable for Expedited Arbitration. Where the Authority and the Union agree to refer a grievance(s) to Expedited Arbitration an expedited arbitrator shall be appointed, and a date and location shall be set for the hearing. Where more than one grievance will be heard at same hearing, a schedule will be arranged in advance, based on a mutual assessment of the length of time needed to present each case. The parties or their representatives will try to agree upon an “Agreed Statement of Facts” to be presented to the expedited arbitrator.

Any grievance may be referred to Expedited Arbitration except a grievance involving a:

- a) dismissal;
- b) failure on probation;
- c) suspension of ten (10) work days or more;
- d) policy grievance;
- e) substantial interpretation of an article of the collective agreement; or
- f) procedural, technical or preliminary objection.

Only in exceptional circumstances would a grievance involving any of the above stated matters be considered for Expedited Arbitration.

Neither party will use legal counsel at the hearing. The Union will use elected representatives or staff representatives. The Authority will use Human Resources Branch employees.

Whenever possible the expedited arbitrator will attempt to mediate a settlement between the parties.

The expedited arbitrator shall hear the grievance(s) and render a decision within two (2) working days of such hearing. Written reasons for the decision shall not be provided beyond that which the expedited arbitrator deems necessary to convey a decision.

Decisions of the expedited arbitrator shall be of no precedent value and thereafter shall not be referred to by the parties in respect to any other matter. A settlement of an expedited arbitration case prior to hearing shall be without prejudice.

It is not the intention of either party to appeal a decision of an expedited arbitrator.

Except as herein provided, the expedited arbitrator shall have the same power and Authority as an arbitration board established in accordance with the provisions of the Collective Agreement.

The parties shall equally share the fees and expenses of the expedited arbitrator and the cost of the hearing room.

### **Procedure Guidelines**

The Opening Statement: This should basically set out the case from each party's perspective. At this point the expedited arbitrator will aggressively seek to define the issue and determine what facts are agreed and what facts are not agreed.

The Hearing: Sufficient witnesses should be called to ensure the "story" is told. Where there is an issue of credibility or conflicting evidence, the key individuals must testify.

General rules of evidence will be waived except for the rule of "onus".

The Argument: The parties will not cite legal precedent but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the Collective Agreement is canvassed by the representatives to ensure that all relevant articles are put before the expedited arbitrator.

Mediation: Representatives must accept some responsibility at this stage to assist the expedited arbitrator in assessing the evidence before her/him. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

# APPENDIX “E”

## CO-OP/SUMMER STUDENT EMPLOYMENT AND UNIVERSITY GRADUATE PROGRAM

(Revised: May 2010)

1. The duration of employment for students will not exceed the normal period between school years or a semester off and for graduates will not exceed **two (2) years**. By mutual agreement between the Union and Authority the duration of employment for graduates may be extended for a further six (6) months.
2. Students/graduates shall not cause a reduction of work for employees of the bargaining unit.
3. Positions staffed by students/graduates are not subject to normal staffing procedures.
4. Students/graduates will be union members as per Article 2.2.

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

Students/graduates shall be eligible to bid on competitions.

Once all internal applicants have been considered, students/grads may have the opportunity to be considered prior to considering external applicants. Normal staffing provisions will apply.

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

5. Students/graduates will be hired through the Human Resources Branch.
6. The Authority will provide the following information to the Union:
  - a) number and names of students/graduates hired;
  - b) occupations and pay levels of positions staffed by students/graduates;
  - c) duration of student/graduate employment.

## **APPENDIX “F”**

### **HEALTH PLAN**

The Authority shall contribute an amount equal to 2.25% of straight time earnings to the Authority/SGEU Extended Health Plan Fund on a monthly basis (or at such other time as when the employee benefit plan premiums/contributions are made). In addition, effective the first business day following January 1 each year, the Authority shall make a lump sum payment into this fund of \$20,000.00 in recognition of the savings generated by changing the averaging formula for designated holidays for part-time staff.

## **APPENDIX “G”**

### **ENHANCED DENTAL PLAN**

The Authority shall contribute an amount equal to .85% of straight time earnings to the Authority/SGEU Enhanced Dental Plan Fund.

# LETTER OF UNDERSTANDING #1

**Re: Representative Workforce Program**

December 15, 1999

**(Revised: May 2010)**

The parties agree to cooperate in implementing the jointly developed SLGA **Representative Workforce** Program in accordance with the following agreed Statement of Principles.

## JOINT REPRESENTATIVE WORKFORCE PROGRAM

### STATEMENT OF PRINCIPLES

The parties are committed to the concept of **representative workforce** and the ongoing implementation of the jointly developed **representative workforce** program.

We agree to enhance employment opportunities and equitable treatment for the four (4) equity groups: Aboriginals, visible minorities, persons with disabilities, and women in under-represented occupations.

The jointly developed program deals with the identification, elimination, and prevention of discriminatory policies, practices, and barriers, and introduces measures to address the effects of discriminatory practices and to accelerate proportional representation of the equity groups throughout the Saskatchewan Liquor and Gaming Authority.

The program identifies specific strategies to deal with the under representation of aboriginals, visible minorities, and persons with disabilities and of women in under-represented occupations including management throughout the Saskatchewan Liquor and Gaming Authority. Both parties commit to the principles of positive action and the involvement of equity groups.

The **representative workforce** program and the initiatives therein and any amendments shall be consistent with *The Saskatchewan Human Rights Code*, *The Alcohol and Gaming Regulation Act* and the Collective Agreement between the parties. Any future **representative workforce** initiative that requires change(s) to the Collective Bargaining Agreement shall be recommended by the Joint **Representative Workforce** Committee to both parties for negotiation and implementation. In lieu of Collective Bargaining Agreement language, a Letter of Understanding shall be negotiated to speed up the implementation of **Representative Workforce** initiatives.

## JOINT REPRESENTATIVE WORKFORCE COMMITTEE

The parties agree to maintain a Joint Committee consisting of four (4) employees from each party.

The parties will endeavour to achieve equitable representation from the four (4) equity groups and to select Committee members who are not also members of Bargaining Committees.

Any changes to the Terms of Reference for the Committee shall be jointly approved by the parties.

The Committee must obtain approval of any amendments to the program by the respective parties.

The Saskatchewan Liquor and Gaming Authority commits to the necessary expenditures required for the delivery of the **Representative Workforce** Program.

LETTER OF UNDERSTANDING #2 Re: In-Scope Classification Plan and Pay Equity was changed during Class Plan negotiations and is now contained in APPENDIX “B” titled: In-Scope Classification Plan – Maintenance Agreement.

## LETTER OF UNDERSTANDING #2

Re: Job Sharing  
(Revised: May 2010)

During the term of this Collective Agreement the parties agree to introduce/expand and pilot the concept of “Job Sharing” throughout the Saskatchewan Liquor and Gaming Authority. Upon signing of the Collective Agreement the following terms and conditions shall apply. However, as issues with job sharing arise, the parties agree to meet with a view to reach a mutually acceptable resolution. If and where necessary, the parties may agree to amend this Letter of Understanding.

At either party’s request this Letter of Understanding (as may have been subsequently amended) shall be terminated by providing ninety (90) calendar days notice in writing to the other party. At the expiration of the notice period the terms and conditions of this Letter of Understanding shall expire and the terms and conditions of the Collective Agreement shall apply.

### 1 JOB SHARING

#### 1.1 Job Share Arrangement

1.1.1 Job sharing is the voluntary sharing of a full-time position in a structured manner by two (2) people, one of whom is the incumbent of the full-time position.

1.1.2 A Job Share work arrangement is intended to maintain the regular workload of a full-time position while providing full-time employees with an opportunity to balance hours of work with personal needs.

#### 1.2 Initiation and Approval Process

1.2.1 Employees on probation are not eligible to apply for job sharing.

1.2.2 The incumbent of a full-time position may request a job sharing arrangement, to work a minimum of fifty (50) percent, by submitting a written request to the Authority (employee’s immediate supervisor).

1.2.3 The Authority will review the feasibility of the request against operational needs, including impact on client service delivery and workloads of other employees in the workplace. Approval of job share requests will not be unreasonably denied.

### 1.3 Duration, Renewal and Termination of Job Share Arrangements

- 1.3.1 The first term of a job share will be in place for no less than three (3) months, and will not exceed twelve (12) months. The full-time incumbent of the position will commence the approved job share on the first working day of pay period.
- 1.3.2 If the employee wishes to continue the job share past the approved period, she will provide notice, in writing, to the Authority thirty (30) days prior to the end of the job share. Notice to continue a job share arrangement shall specify the length of the renewal term, not to exceed twelve (12) months.
- 1.3.3 If there is no notice of request to extend, the job share arrangement will automatically end. The full-time incumbent, or the Authority, on forty-five (45) calendar days written notice may terminate the job share arrangement. Notice to terminate will be concurrently provided to the employee backfilling the job share position (if applicable) and the Union. By mutual agreement of the parties, the notice period may be shortened.
- 1.3.4 Notice to extend or notice to terminate the job share will also be given to the employee backfilling the job share position.

### 1.4 Staffing the Job Share Arrangement

- 1.4.1 The staffing of a job share arrangement will be filled on a temporary basis as per Article 4.2. If the successful candidate is another full-time employee she will **apply and be approved for a definite leave of absence from her permanent position for the duration of the Job Share. She will** earn benefits in accordance with Article 1.6 of this Letter of Understanding. If the successful candidate is a part-time employee, she may be able to maintain her part-time position provided, in the opinion of the Authority, there is no conflict in work schedules. If the successful candidate is a part-time employee in stores, she will be able to maximize hours in the work unit of her part-time position, if in the opinion of the Authority, there is no conflict in work schedules, this Collective Agreement and the Labour Standards Act.
- 1.4.2 If the employee backfilling the job share terminates her employment prior to the end of the job share arrangement, the full-time incumbent may be required to resume working full-time hours. Staffing for the position will begin as quickly as possible, and may be filled by a part-time employee for no longer than six (6) consecutive weeks. Consideration will be given to the full-time employee's needs to allow the employee time to make arrangements prior to returning to her full-time hours.

### 1.5 Reversion Rights

When the job share arrangement is terminated, the employee initiating the arrangement will revert to full-time hours for her position. The employee backfilling the position will revert to her former position with the seniority earned while in the job share position. If the employee backfilling the position does not have a former position to revert to, her employment will be terminated.

1.6 Benefits While Job Sharing

Full-time employees will retain all benefits accumulated prior to the commencement of the job share arrangement. Benefit accumulation upon commencement of the job share arrangement shall be as follows:

- a) Rate of Pay shall be on an hourly basis for hours worked, the same as part-time employees;
- b) Vacation leave, sick leave and seniority will be earned on a pro rata basis;
- c) Increments, if applicable, will be earned on the same basis as part-time employees;
- d) Designated Holidays are paid for on the same basis as part-time employees.

1.7 Opportunity to Work Excess Hours

Excess hours will first be offered to the **available** incumbent. **Excess hours in a job share are hours resulting from leave taken by either incumbent in the job share. These excess hours would be** voluntary and at regular rates of pay.

**If the available incumbent declines the excess hours the excess hours may then be offered to other qualified staff on a seniority basis.**

**Any hours over and above the hours as defined in Article 12.1 shall be offered to qualified staff on a seniority basis.**

## **LETTER OF UNDERSTANDING #3**

**Re: Extended Hours Premium**

**The parties agree to the following principles:**

1. **Shift arrangements in double shift stores or the warehouse may extend beyond parameters of Article 12.6.1, but, will not exceed 12:00 a.m. and shall have normal rates of pay apply. Employees will be paid a two (\$2.00) dollar per hour premium for hours worked between 10:00 p.m. and 12:00 a.m. Monday to Thursday.**
2. **Selection of hours will be on a voluntary basis.**

**Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.**

## LETTER OF UNDERSTANDING #4

**Re: Part-time Hours of Work – Part-time Warehouse and Liquor Store Employees  
(Revised: June 2010)**

The parties agree to the following principles for **Part-time Hours of Work** for part-time employees in the Warehouse and all Liquor Stores.

1. **All unassigned** hours are posted and claimed by employees in order of seniority.
2. In alternating (double) shift stores, employees shall be grouped according to seniority in such way that senior employees are available on either shift. Employees in these alternating shift stores shall rotate between the early and late shifts.
3. If a sufficient number of employees do not volunteer to work, the Authority shall have the right to **assign** hours on a rotational basis giving adequate notice, provided the employee is qualified to perform the work required.

The parties to this Letter of Understanding further agree that the specific operating guidelines for **permanent part-time and** part-time scheduling **and staffing** shall be contained in the Authority's Policy Manual as developed between the Employer and the Union.

The parties also agree that the guidelines in the Policy Manual are considered better than the Labour Standards Act.

Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.

## LETTER OF UNDERSTANDING #5

Re: Duty to Accommodate  
March 20, 2002  
(Revised: January 2007)

The parties to this Letter of Understanding agree that the specific guidelines for Duty to Accommodate, as jointly developed between the Authority and the Union, shall be contained in the Authority's Policy Manual.

The parties further agree that there are provisions contained within this Letter of Understanding that may supercede the Collective Bargaining Agreement, specifically:

- Article 3, Seniority
- Article 4, Vacancies

In addition, a Duty to Accommodate Re-Employment list shall be created as prescribed in the Duty to Accommodate Policy.

Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.

# LETTER OF UNDERSTANDING #6

Re: Multiple and Concurrent Positions

July 25, 2001

(Revised: June 24, 2010)

**This letter of understanding will provide clarity to those part-time employees working multiple and concurrent positions. Refer to Article 12 Hours of Work of the collective agreement for the hours of work designations for Office, Regulated and Unregulated.**

## **Part-time/Peak Season/Seasonal Employees Working Multiple/Concurrent Positions/Jobs**

An employee who is working multiple/concurrent positions/jobs shall be defined as when a part-time/seasonal employee in one position/job is:

- awarded a backfill for a job share;
- awarded a part-time job posting; or
- is hired to work as a part-time employee,

provided that in the opinion of the Authority there is no conflict in work schedules, the collective agreement and the Labour Standards Act.

When calculating entitlement to overtime for part-time/seasonal employees working multiple/concurrent positions/jobs, the normal full-time hours shall be determined as follows:

### **A) All of the Multiple/Concurrent Positions/Jobs are Office Jobs**

If the hours of work designation for all of the multiple/concurrent positions/jobs being worked by the employee are Office the employee's maximum hours of work shall be:

- No more than 7  $\frac{3}{4}$  hours per day worked in a position/job or in combination between positions/jobs designated as Office; and
- No more than 69.75 hours in the two (2) week work cycle.
- With the understanding that Saturday and Sunday are not normal days of work for positions/jobs designated as office hours.

### **B) One or More Multiple/Concurrent Positions/Jobs are Regulated (Stores/Warehouse/Maintenance)**

If the hours of work designation for one or more of the multiple/concurrent positions/jobs being worked are designated as Regulated and none of the multiple/concurrent positions/jobs being worked are designated as Field or Unregulated hours, the maximum hours of work shall be:

- No more than 7  $\frac{3}{4}$  hours per day worked in a position/job or in combination between positions/jobs designated as Office.

- No more than 8 hours per day worked in combination between a position/job designated as Office and a position/job designated as Regulated.
- No more than 8 hours per day worked in a position/job or in combination between positions/jobs designated as Regulated.
- No more than 6 days/40 hours in a calendar week.
- No more than 112 hours in the three (3) week work cycle.
- With the understanding that Saturday and Sunday are not normal days of work for positions/jobs designated as Office and for **maintenance** positions/jobs; and Sunday is not a normal day of work for positions/jobs worked in stores **and the warehouse**.

**C) One or More of the Multiple/Concurrent Positions/Jobs are Unregulated**

If the hours of work designation for one or more of the multiple/concurrent positions/jobs are Field or Unregulated, the maximum hours of work shall be:

- No more than 7 <sup>3</sup>/<sub>4</sub> hours per day worked in a position/job or in combination between positions/jobs designated as Office.
- No more than 8 hours per day worked in combination between a position/job designated as Office and a position/job designated Regulated.
- No more than 8 hours per day worked in a position/job or in combination between positions/jobs designated Regulated.
- No more than 12 hours per day worked in combination between a position/job designated as Office and a position/job designated as Field or Unregulated.
- No more than 12 hours per day worked in combination between a position/job designated as Regulated and position/job designated as Field or Unregulated.
- No more than 6 days in a calendar week.
- No more than 224 hours in the six (6) week work cycle.
- With the understanding that Saturday and Sunday are not normal days of work for positions/jobs designated as Office and for **maintenance** positions/jobs worked in the warehouse; and Sunday is not a normal day of work for positions/jobs worked in a stores **and the warehouse**.

# LETTER OF UNDERSTANDING #7

Re: Inter-Community Transfers for Store Employees

January 2, 2001

**(Revised: June 2010)**

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

1.a) Non Multiple Store Community

When a 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 a **part-time position is available**, the employee on the part-time employment list will be offered the **position**.

Such offer of a **position** activates the transferred employee onto the stores 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 **an** offer of a **position**.

b) Multiple Store Community

When a 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 a **part-time transfer** list for that community. The transfer approval must be received in the Human Resources branch.

**When a part-time vacant position is posted in one of the stores in the requested community, the employee's name will automatically be placed on the applicant list for that vacancy's competition.**

**Should the employee be determined as the senior qualified applicant, such offer of a position activates the transferred employee onto the store's complement.**

2. Once an employee's name is activated by the offer of a **position**, their name will be removed from the originating community.
3. When an employee that is activated by the offer of a **position** is a full-time employee, that employee shall change job status to part-time, and her seniority date shall be converted to seniority hours per Article 3.1.3.

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

## LETTER OF UNDERSTANDING #8

RE: Sunday Opening  
March 20, 2002  
(Revised: June 2010)

The parties agree to the following principles:

1. Hours of Work  
A work period for full-time store **and warehouse** employees shall be **Monday** through Saturday and will consist of fourteen (14), eight (8) hour workdays and one earned day off (EDO) in a (3) week period.
2. Work on Sunday shall be voluntary with available hours posted and claimed by employees in order of seniority. **However**, if a sufficient number of employees do not volunteer to work on a Sunday, the Authority shall have the right to schedule hours on a rotational basis giving adequate notice, provided the employee is qualified to perform the work required.

The parties to the Letter of Understanding further agree that the specific operating guidelines for Sunday opening as jointly developed between the Employer and the Union shall be contained in the Authority's Policy Manual.

Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.

## LETTER OF UNDERSTANDING #9

Re: Youth Employment  
April 1, 2007

The parties agree that a Letter of Understanding (LOU) will be negotiated which will facilitate a process to identify full-time positions within the Authority to be designated as opportunities for hiring recent post-secondary graduates. Positions are to include entry level for certain occupations and hard-to-recruit positions within the Authority.

The parties further agree to establish a review of positions that shall fall within the provision of this LOU, to be determined within ninety (90) days of the signing of this agreement (unless extended by mutual agreement of the parties) for the first year, and April 1 for each subsequent year for the term of this collective agreement, and as required by mutual agreement.

The Union agrees to waive provincial seniority for the recruitment of these positions.

No existing employee will be bumped or lose employment as a result of the positions identified, except those positions being filled on a temporary basis while the recruitment process is underway.

Once hired, the successful applicant shall be subject to the provisions of the Collective Agreement.

Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.

## **LETTER OF UNDERSTANDING #10**

Re: Aboriginal Hiring Initiative

April 1, 2007

The parties agree that a Letter of Understanding (LOU) will be negotiated, within ninety (90) days of the signing of this agreement (unless extended by mutual agreement of the parties), which will facilitate a process of the hiring of Aboriginal applicants into entry level positions in liquor stores. This program shall include paid training and the accrual of provincial seniority.

At the conclusion of the training program, successful applicants shall be placed in the **maximizing** pool of their choice, and will be subject to the provisions of the Collective Agreement and LOU #4, Part-time Hours of Work – Part-time Warehouse and Liquor Store Employees.

This LOU is intended to assist the Authority in achieving a workforce which is representative of the Aboriginal working-age population of Saskatchewan.

Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.

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