

SASK. ARTS BOARD

**October 1, 2006 -
September 30, 2009**

COLLECTIVE AGREEMENT

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**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
SASKATCHEWAN ARTS BOARD
LOCAL 2288
AND THE
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES UNION
OCTOBER 1, 2006 – SEPTEMBER 30, 2009**

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Articles of a Collective Bargaining Agreement made in duplicate this day of July,
2008

BETWEEN

the Saskatchewan Arts Board, hereinafter referred to as the "Employer,"

of the first Part

AND

Local 2288 of the Saskatchewan Government and General Employees' Union,
hereinafter referred to as the "Union,"

of the second Part

PREAMBLE

Whereas it is the desire of the parties to this Agreement to maintain the existing harmonious relationship between the Saskatchewan Arts Board and the members of the Union, to promote cooperation and understanding between the Saskatchewan Arts Board and the employees, and to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and scale of wages to encourage economy of operations and elimination of waste, and to promote the morale, well-being and security of the employees of the Saskatchewan Arts Board,

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

ARTICLE 1 DEFINITIONS

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

- 1.1 **Act** means the *Arts Board Act, 1997*, being Chapter A-28.001 of *the Statutes of Saskatchewan, 1997* (effective April 1, 1998) as amended by the *Statutes of Saskatchewan, 1998, c.3*.
- 1.2 **Allocated** means the designation of a position to its proper class in the classification plan.
- 1.3 **Board** means the Saskatchewan Arts Board.
- 1.4 **Casual** means a person engaged to perform work of a casual nature or emergent nature where the duration of the employment will not exceed a period of 26 working days in any period of two months.
- 1.5 **Classification** means a group of positions involving duties and responsibilities so alike that the same qualifications may be reasonably required for, and the same schedule of pay can be equitably applied to, all positions in the group.

- 1.6 **Classification Plan** means and includes the classification of positions and class specifications and the rules for its amendment and continuous administration.
- 1.7 **Day** shall for the calculation purposes, be the time from midnight to the following midnight.
- 1.8 **Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum hourly wage.
- 1.9 **Employee or employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 2.
- 1.10 **The Employer** means the Saskatchewan Arts Board.
- 1.11 **Executive Director** means the Executive Director of the Saskatchewan Arts Board or her appointed representative.
- 1.12 The **Fiscal Year** of the Saskatchewan Arts Board ends each March 31.
- 1.13 **Full-time** means an employee who works full-time hours on a regularly scheduled as is.
- 1.14 **Gender** - he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- 1.15 **Less-than-full-time** means an employee who works less than full-time on a daily, weekly, monthly or yearly basis.
- 1.16 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in **Letter of Understanding #1 – Job Evaluation Maintenance Plan**.
- 1.17 **Permanent Employee** means an employee who has completed a probationary period from date of hire and accrues seniority.
- 1.18 **Probationary Employee** means an employee in a permanent position on initial probation.
- 1.19 **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum hourly wage.
- 1.20 **Secondment** means the detachment of a person from their regular organization for temporary assignment elsewhere.
- 1.21 **Term Employee** means an incumbent in a position of a short term nature and whose tenure of employment is limited to a defined period of time, not to exceed 2 years.

1.22 **Transfer** means the movement of an employee from one position to another in the same or different class with the same maximum hourly rate.

1.23 **Union** means the Saskatchewan Government and General Employees' Union (SGEU) representing the employees of Local 2288 of the Saskatchewan Arts Board.

ARTICLE 2 SCOPE

2.1 Scope

This Agreement shall be applied to all employees of the Saskatchewan Arts Board with the following exceptions:

- a) Executive Director
- b) Director of Operations
- c) Executive Assistant
- d) Casual employees who have been employed without competition, for a period of less than 30 calendar days subject to loss in service provisions, Article 7.4 (Loss of Seniority).

Criteria for determining scope status shall be as set out in Sec. 2 of *The Trade Union Act*.

ARTICLE 3 UNION SECURITY

3.1 Recognition

The Saskatchewan Arts Board agrees to recognize the Saskatchewan Government and General Employees' Union as the sole and exclusive collective bargaining agent for the employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives in any and all matters pertaining to working conditions.

The Employer shall grant time off with pay for members of Joint Union/Management Committees for meetings of such committees.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representatives without the proper authorization of the Union. The Union will provide the Employer with the name of its officers. The Employer shall provide the Union with a list of personnel with whom the Union may be required to transact business.

No individual employee will be permitted or required to make a written or verbal agreement with the Employer or Employer representative which may conflict with the terms of this Agreement.

3.2 Job Security

The Employer agrees that all work or services performed by the Employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employees, except where mutually agreed by the parties. Existing historical employment practices related to contracting work out will not be restricted by this provision.

3.3 No Discrimination

Without being limited to the specifics of the following, the Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political, family or religious affiliation, sex, marital status, sexual orientation, physical and mental disabilities, nor by reason of membership or activity in the Union.

3.4 Maintenance of Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement of his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment.

3.5 Employer to Deduct and Remit Dues

On signed authorization by an employee, the Employer shall deduct, on behalf of the Union, all initiation fees, dues, assessments, or levies, uniformly required from the pay cheque of each employee, who as a condition of employment is required to submit such initiation fees, dues, assessments, or levies.

The Employer shall remit the same to the Executive Director of Operations of the Union prior to the 20th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made. This documentation will be submitted electronically, if possible.

3.6 Monthly Statement

A monthly statement shall also be forwarded to the Executive Director of Operations of the Union showing the names of all new employees covered by this Agreement hired during the month, their date of hire, employment status, classification and rate of pay, and the names of all employees who have terminated employment and their date of severance, and a list of those employees who have completed probation.

3.7 Change in Union Dues

Written notice of any change in the amount of monthly dues must be given to the Employer by the Union at least 30 calendar days in advance of the date that the change is to be effective. The deduction shall be remitted in accordance with Art. 3.5 during the month next following notice of the change.

3.8 Refusal to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a Labour dispute.

Failure to cross a picket line encountered in carrying out the employer's business shall not constitute a violation of the Agreement nor shall it be grounds for disciplinary action.

3.9 Mandatory Drug Testing and Medical Surveillance

The Employer agrees that it will not implement a mandatory drug testing program for employees, and that it will not submit employees to medical surveillance. The Employer may, however, require a medical statement of fitness of any employee returning to work after sick leave.

3.10 T-4 Slips

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

3.11 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment including those set out in this Article dealing with Union Security.

A representative of the Union shall be given 30 minutes during working hours to acquaint him with the benefits and duties of Union membership and for signing dues deduction authorization cards, etc.

3.12 Employees Temporarily Performing Out-of-Scope Jobs

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

3.13 Union Access

Employees shall have the right to the assistance of a Union representative(s) during discussions related to disputes, grievances or negotiations with respect to the Collective Bargaining Agreement. Such representative(s) shall have access to the employees and to the premises during working hours, in order to investigate and to assist in the settlement of any dispute or grievance.

3.14 Union Use of Employer's Premises

Subject to approval by the Executive Director or designate, the Employer may allow the Union to conduct educational and business functions for employees on the Employer's premises during off hours. Such approval shall not be unreasonably withheld.

3.15 Bulletin Boards

Each workplace shall have a Union bulletin board provided by the Employer. The Union shall have the right to post notices and information which may be of interest to employees.

3.16 Whistle Blowers Protection

No employee or Union official may be disciplined by the employer for publicizing any alleged wrong doings within the Saskatchewan Arts Board, if the alleged wrong doing has been brought through the formal Union structure and provided the Employer has been informed of such instances and has been given a reasonable opportunity to address and remedy any problems.

3.17 Replacement Workers

The Employer agrees that it will not hire replacement workers while any employees of the Employer are locked out or on strike. The Employer will not contract out any bargaining unit work during the course of a labour-management dispute.

3.18 Indemnity

3.18.1 Except where the employee's negligence or malice, fraud or willful misconduct on the part of the employee have resulted in a judgement against or settlement payment being made by the Saskatchewan Arts Board, the Employer agrees not to seek redress against an employee whose act or acts, done in the ordinary course of employment, results in a judgement against or settlement payment made by the Saskatchewan Arts Board.

3.18.2 Subject to clauses 3.18.3 and 3.18.4, the employer agrees to provide legal counsel for an employee against whom action is brought for acts done by the employee in the ordinary course of his employment, provided the acts are done without negligence, malice, fraudulent intent or willful misconduct on the part of the employee and provided further that the employee notifies the Employer within 30 days of any incident, occurrence, or event which may lead to legal action against him and in the following circumstances:

- a) when the employee is first approached by any person or organization notifying him of intended legal action against him, or
- b) when the employee decides to retain counsel in regard to the incident or course of events, or
- c) when information first becomes known to the employee in the light of which he might reasonably consider that he might be the object of legal action.

3.18.3 Subject to clause 3.18.4, in the event that an employee wishes to retain counsel in circumstances where the Employer is required to provide counsel in accordance with clause 3.18.2, the employee shall so advise the Employer in writing. Within 10 working days of receipt of this information, the Employer shall advise the employee in writing of its intention either to:

- a) provide and pay for legal services, or
- b) pay for legal services from counsel whose selection the Employer approves.

3.18.4 Where the Employer is also a party to the action, legal counsel retained to act for the Employer shall also act for the employee unless a clear conflict of interests exists.

3.19 Employer Policies

The Employer will maintain a policy manual available to employees which is comprised of all the Employer's policies which relate to the working conditions, staff, or matters covered by this Agreement. The Employer will promptly inform all employees in writing of new policies.

ARTICLE 4 INTERPRETATION OF AGREEMENT

4.1 Agreement Interpretation and Negotiation of Disputes that Arise

The Board shall interpret this agreement. In the event of a dispute as to the interpretation and application of this agreement by the Board, either party hereto may, within thirty (30) calendar days of such interpretation, give notice to the other that it wishes to negotiate with respect thereto, and within a reasonable time after receipt of notice, representatives of both parties shall meet and seek to resolve such dispute by negotiations.

4.2 Arbitration of Disputes, Interpretations or Application of Agreement

Disputes arising out of the interpretation or application of the terms of this agreement which cannot be mutually resolved by means of Article 4.1 may be referred to a Board of Arbitration as defined in the Arbitration articles.

Either party may notify the other party in writing that it intends to submit the difference to Arbitration.

The notice mentioned in Article 4.1 shall contain the name of the person appointed to the Arbitration Board by the party giving the notice.

4.3 Letters of Understanding

Letters of Understanding entered into by the parties have the same force and effect as if they were contained within the agreement, subject to any expiry, renewal or amendment provisions specified within each Letter of Understanding.

ARTICLE 5 APPOINTMENTS

5.1 Job Postings

Full-time, part-time and term vacancies the employer intends to fill shall be posted internally for seven working days unless the Employer and the Union agree to a longer or shorter period.

A copy of each posting will be sent to:

- a) each work location
- b) the Union, and to
- c) employees who are absent from work for the total duration of a posting and who have advised the Employer they want to receive postings during their absence.
- d) persons on the employment list.

5.2 Information in Posting

Each posting shall contain the following:

- a) working title
- b) classification of position
- c) brief description of duties
- d) knowledge, skills and abilities required
- e) salary range
- f) hours of work
- g) whether position is full-time or less-than-full-time
- h) deadline for applications
- i) expected start date
- j) and any other pertinent information.

5.3 Outside Advertising

The Employer may elect to advertise outside simultaneously with the internal posting of any position. No outside applicants will be interviewed until applications of present employees have been considered and it has been established that no internal applicant is qualified for the position.

5.4 Role of the Union

The Employer shall notify the Union of the applicants in each posting, and of the seniority, if any, of each of them, and of the time, place and date of the assessment of applications and interviews.

The Union shall be entitled to have a representative present

- during the development of the interview guide, including development of the questions and answers,
- during the assessments of applicants' resumes, and
- during interviews as an observer.
- post interview discussion(s)

The Union representative will attend without loss of pay providing she is an employee of the Employer.

The Union representative will not attend assessments of resumes, interviews or post interview discussions when there are no seniority-rated applicants in accordance with Article 7 (Seniority).

5.5 Qualifying for Positions

The Employer will determine the necessary knowledge, skills and abilities (KSA's) required for each position to be filled, prior to posting. The KSA's will be drawn from the classification specification for the position.

Applicants' qualifications shall be assessed by a panel of examiners consisting of the Executive Director, the immediate supervisor and a Union representative.

To determine who will be interviewed, resumes will be screened against the KSA's shown in the posting. Interview questions will be drawn from the KSA's shown in the posting.

All examinations and/or panels shall be designed to test fairly the knowledge, skills and abilities of the persons examined. The means or measures used to test persons may include any investigation of education, experience, or record of accomplishment; and any test of knowledge, skill, or aptitude; and any inquiry into the personal suitability of the candidate which seems desirable.

5.6 Appointment of Qualified Applicant

Positions shall be filled by a qualified applicant. Seniority will be counted as of the closing date of the posting. To be considered qualified, applicants must meet the minimum requirements as set forth in the posting.

Should an applicant with the most seniority not receive the appointment the Executive Director will so notify the applicant and the Union in writing with his reasons, and the applicant will be entitled to engage the expedited arbitration procedure (without having to engage the grievance procedure).

No posting will be cancelled once it has been determined that there is at least one qualified applicant with seniority.

5.7 Notice of Filling Vacancy

The successful applicant shall be notified in writing, prior to commencing such duties, of the classification step assigned.

The Employer will post the name of the successful applicant, her classification, start date and salary step assigned, subject to Art. 11.12 (In Hiring Salary Adjustments). A copy shall be sent to the Union.

5.8 Job Sharing (Appendix "J")

5.8.1 Definition

Job sharing is the voluntary sharing of a permanent position in a structured manner by two persons, one of whom is the permanent full-time incumbent of the position.

5.8.2 Initiation and Approval

Only the permanent full-time incumbent of a position can request to establish a job share arrangement. Approval of the job share request resides with the Employer; such an approval will be subject to the feasibility of accommodating the request to operational requirements, and such approvals will not be unreasonably withheld.

The employee's request to establish a job share arrangement will be made in writing to the Executive Director. Such a request must be sent concurrently to the Union.

5.8.3 Duration, Renewal, Termination

An approved job sharing arrangement shall be for a maximum of one year.

An existing job sharing arrangement can be renewed for additional periods, each not exceeding one year, by following the same steps set out above, i.e. employee applies (with a copy sent concurrently to the Union), management approves.

An existing arrangement will end at the end of the agreed term in the absence of agreement to renew. An agreement may be terminated by the participating employee, or the Employer on two months notice. This notice to terminate will be provided concurrently to the less-than-full-time employee participating in the job share arrangement. By mutual agreement of the employee and the Employer, the notice period may be shortened.

5.8.4 Staffing the Shared Position

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

The permanent full-time incumbent will be allowed to reduce her hours of work by no more than 75 percent.

The remainder of the job shared position will be filled by a less-than-full-time employee appointed in accordance with Article 5 (Appointments) of this Agreement.

Where, during the term of a job sharing arrangement, the less-than-full-time employee terminates, the permanent full-time incumbent may be required to resume working regular hours pending the appointment of a replacement less-than-full-time employee.

5.8.5 Benefits

Employees who job share shall retain all benefits accumulated prior to the commencement of the job share arrangement. All benefits and seniority shall continue to accrue, and be expended, on a *pro rata* basis for both employees. Employees will continue to participate in and benefit from the benefits plans (Group Life, Dental, Medical, etc.) in accordance with the applicable insurance policies.

5.8.6 Reversion Rights

On the termination of the job share arrangement, the permanent full-time employee will revert to the full-time schedule of the position occupied.

Existing job sharing arrangements will be reviewed within 30 days of the signing of this Collective Agreement to ensure that they meet the criteria as established herein.

5.9 Employment Equity (Appendix "C")

ARTICLE 6 PROBATION

6.1 On Initial Employment

6.1.1 Upon initial appointment, all employees shall serve a probationary period as defined herein. The probationary period may be extended in accordance with Article 6.1.3.

Employees working 40% or less shall serve a probationary period of one year.

6.1.2 Employees shall serve the probationary period for their classification by accumulating time to the extent required over one or more working periods, providing there are no more than 180 calendar days between working periods.

6.1.3 The Employer may request from the Union, an extension no later than two weeks prior to the expiration of the probationary period, and shall include written reasons for the request. The length of extension shall be a matter for negotiation, but shall not exceed three months.

6.1.4 Should the Employer decide to terminate the employee, the employee will be given the reasons, in writing, prior to termination. The employee will be given an opportunity to respond, and if necessary, to engage the grievance procedure contained in this Agreement.

6.2 Assessment While on Probation

Since probation is the final step in the selection process, the following procedure will be followed as a minimum in the evaluation process:

- a) Performance requirements established by the Employer will be communicated to the employee, in writing, at the outset and discussed during the employee's probationary period. Performance requirements will be established based on the classification specification and the job description and will include the responsibilities, knowledge, skills, and abilities appropriate to the job.
- b) The immediate supervisor shall evaluate performance by direct observation on at least two different occasions.
- c) Two written performance assessments will be completed for each employee during the probationary period. Performance assessments will be conducted at:
 - two and five months in the case of a six month probationary period, or
 - five and 11 months in the case of a 12 month probationary period.
- d) Performance assessments will be discussed with the employee and shall be signed by the employee to indicate awareness of the assessment. A current job description is required when the final probationary review is complete.

In all cases the employee will be given a copy of any performance assessment.

6.3 On Initial Probation

6.3.1 An employee who promotes, transfers, or whose position is reclassified during his initial probationary period, shall complete his initial probationary period while concurrently serving a subsequent probationary period in the new position.

6.3.2 If reclassified, the employee, at the expiration of the initial probationary period, shall be eligible for the position at the reclassified level, subject to the reclassification challenge provisions.

6.4 Subsequent Probation

On subsequent appointment, the probationary period shall be three (3) calendar months for all positions of more than 40% and six calendar months for positions of 40% or less. The probationary period may be extended by mutual agreement of the parties.

A permanent employee shall serve a subsequent probationary period if:

She promotes; or she voluntarily demotes to a position and classification level in which she has not yet successfully completed a probationary period.

A permanent employee may be required to serve a subsequent probationary period if she transfers to a position in a different classification.

Probationary periods are not required when a Permanent employee:
transfers to a position in the same classification;
involuntarily demotes;
voluntarily demotes into a position in a classification level in which he has previously attained permanent status;
is employed in a position in his former classification;
bumps;

6.5 On Reclassification

6.5.1 No probationary period shall be required of a permanent employee in a position which is reclassified.

6.5.2 A permanent employee on subsequent probation whose position is reclassified shall continue serving the probationary period assigned at the time of probationary appointment. At the expiration of the probationary period the employee shall be eligible for the position at the reclassified level subject to the challenge procedures in the Collective Agreement.

6.6 On Movement to Permanent Status

Time spent in a Term position or a Temporary Assignment of Higher Duties shall be counted as accrued time for the completion of the initial or subsequent probationary period if:

- i) the employee moves into the same position on a permanent basis; or
- ii) the employee moves into a position in the same occupation and the same classification level, involving substantially the same duties and responsibilities on a permanent basis.

6.7 Leave During Probation

When an approved leave of absence of more than 30 calendar days has been taken during probation, the employee will be required to serve that additional time.

6.8 Reversion During Probationary Periods

6.8.1 A permanent employee who does not qualify in her subsequent probationary period shall revert to her former position at her former step in the salary range, subject to any increments that she would have received had she remained in that position. If no former position is available, she shall have the right to utilize Article 8.6.2 (Options re: Notice of Position Abolishment).

6.8.2 A permanent employee on probation may, during the subsequent probationary period, revert to his former position at his former step in the salary range, subject to any increments that he would have received had he remained in the that position. Notice shall be given to the Executive Director, a copy of which shall be provided to the Union. If no former position is available, she shall have the right to utilize Article 8.6.2 (Options re: Notice of Position Abolishment)

6.8.3 Within six (6) calendar months, a permanent employee who promotes, involuntarily or voluntarily transfers, or demotes to an out-of scope position and does not qualify, or chooses to revert, shall revert to her former position at her former step in the salary range subject to any increments that she would have received had she remained in that position. The provisions of Article 18.5 (Reinstatement from Definite Leave) shall also apply.

6.8.4 A permanent employee displaced through the application of the reversion provisions contained in this Agreement shall also have the right to revert to her former position at her former step in the salary range subject to any increments that she would have received had she remained in that position. If there is no former position, the employee shall have the right to exercise bumping rights in accordance with Articles 8.6 (Position Abolishment). The provisions of Article 18.5 (Reinstatement from Definite Leave) shall also apply.

6.8.4.1 A permanent employee who, subject to Article 5 (Appointments), is employed from the employment list and does not qualify in her probationary period as per Article 6.8.1 shall be returned to the employment list.

6.9 Completion of Probation

Upon successful completion of a probationary period, the employee shall be appointed to permanent status, and the employee will be so informed in writing.

Subject to Art. 6.1.3 (Extension of Probation), when the Employer does not terminate or fail the employee before the end of her probationary period, she will be deemed to have become a permanent employee in that position and classification.

6.10 A term employee who is appointed to a permanent position and fails probation shall revert to the original term position, if such term position still exists, or otherwise to the employment list.

ARTICLE 7 SENIORITY

7.1 Definition of Seniority

Seniority is defined as the total length of service in the bargaining unit. Such seniority shall include all paid days of employment.

A total of 260 working days shall equal one year; employees cannot earn more than that total in any one year.

All employees transferred to the Saskatchewan Arts Board *September 1, 1991*, will be credited with accumulated days of seniority acquired while employed by the Public Service of Saskatchewan.

7.2 Entitlement

7.2.1 All employees within the scope of this Agreement shall, after successful completion of initial probation, be credited with seniority from the date of employment with the Saskatchewan Arts Board. For the purposes of seniority calculations, days worked shall be all regular hours converted to days, exclusive of overtime.

7.2.2 Seniority shall include the following service:

1. paid time not worked for purposes of designated holidays, vacation leave, sick leave, pressing necessity leave, family/personal leave and Union leave;
2. time spent on Workers' Compensation, Long Term Disability and adjudicated third party insurance claims, subject to 3 and 4 below;
3. indefinite leaves of absence without pay to a maximum of ninety (90) calendar days;
4. definite leaves of absence without pay for the full period of the leave;
5. leaves of absence without pay for Union business for a period of up to two years;
6. strike time.

7.2.3 After five (5) years of continuous service and upon written application, an employee who is re-employed after a break in service shall be credited with their previous in-scope Board service for seniority purposes.

7.2.4 Term employees shall accumulate seniority only for competition purposes based on actual regular hours worked.

7.2.5 Casual Employees

When a casual is hired into a term or permanent position, upon completion of the probationary period, time worked as a casual shall be credited as seniority.

7.3 Seniority List

The Employer shall prepare and post the seniority roster by May 1 of each year. Such list will include the accrued seniority of each employee up to March 31. A copy of the roster shall also be provided to the Union.

Employees will be allowed to challenge the accuracy of their seniority. All challenges are to be directed to the Director of Operations for an assessment and the employee must provide satisfactory proof of the error. Where satisfactory proof of error is provided, the error will be corrected.

7.4 Loss of Seniority

Seniority shall be lost by reason of:

- a) resignation in writing not withdrawn within 72 hours;
- b) dismissal;
- c) an interval of non-employment with the Employer of greater than 180 consecutive calendar days, except while on the employment list;
- d) failure to return to work after a definite leave of absence. If the failure to report is the result of illness or for reasons satisfactory to the Executive Director it will not be considered a break in service; or
- e) continuous lay-off of a permanent or term employee due to a lack of work for a period in excess of two (2) years (removal from employment list);

ARTICLE 8 JOB ABOLITION AND LAY-OFF

8.1 The parties agree to enhance the employment security of the members of the bargaining unit and to work jointly to seek efficiencies and cost savings in order to avoid job abolition.

8.2 The parties will meet annually, prior to the finalization of the Arts Board annual budget, to review employment security to ascertain the extent to which employment security can be provided.

8.3 In the face of possible job loss as a result of budgetary downsizing, transfer of services (devolution), reorganization, or contracting out, the parties agree to the following measures as alternatives to job loss:

1. identify possible alternative cost savings to avoid job abolition;
2. examine feasibility of retraining affected employees for available jobs;
3. seek alternate employment opportunities in Executive Government and the broader public service.

8.4 The Employer agrees to operationalize any required downsizing through an early retirement program, as a first priority.

8.5 If the foregoing does not prevent job loss, the following shall apply to permanent employees:

A) On Budgetary Downsizing and/or Downsizing

1. Downsizing through the targeted restricted early retirement program in place at that time. If the downsizing objective cannot be reached through early retirement, the parties will meet to seek satisfactory resolutions to meet the required goals.
2. Affected employees will be retrained to meet new organizational needs.
3. Canvass employees to determine those who wish to access leave of absences or voluntary resignation with access to Career Assistance Options.
4. Bumping
5. Access Career Assistance Options.

B) On Transfer of Services (Devolution)

1. All possible options will be explored by the Employer to maintain employment within the Saskatchewan Arts Board for those employees that request it upon notification of a transfer of services.
2. If transferred, the employee will have his name placed on a re-employment list for two years.
3. Employees' collective agreement shall be transferred with employees in accordance with Section 37 of *The Trade Union Act*, as outlined in Appendix "D" of this collective agreement.
4. Where the change to the job on transfer is tantamount to job abolition, employees may choose to access leaves of absence, voluntary resignation and access Career Assistance Options rather than accept employment with the new Employer.

C) On Contracting Out

It is not the intention of the Employer to contract out work that can be done by employees of the Board. However, if it becomes necessary to contract out, the following principles will apply:

1. The Employer will provide as much notice as possible, with a minimum of thirty calendar days notice to the Union and will negotiate any planned intent to contract out.
2. All contracting out arrangements will be reviewed by the Union and the Employer on their expiry to determine the economic feasibility of reducing contracting out.

3. In reviewing new or existing contracting out, where it may be feasible that the work can be preformed by employees, the parties agree to work together towards accomplishing this goal.
4. The parties agree to examine training opportunities to avoid contracting out situations.

D) Career Assistance Options

Permanent employees whose jobs are abolished and who access the employment list or who resign and accept severance may access the Career Assistance Options. The maximum value of Career Assistance shall be five thousand dollars calculated on the basis of one-thousand dollars for every two years of service, prorated for partial years.

Employees may elect one or more of the following assistance options. Employees on the employment list may elect one or more of options i) through iii).

1. Career Counselling and Job Placement

Career counselling and job placement to a maximum of five thousand dollars will be provided by any number of companies and can be accessed for one year from the date the employee's position is abolished.

Career counselling and job placement services include assessment, resume writing, interview coaching, job search techniques, office support and expenses associated with attending interviews.

Employees must notify the Employer of their intention to access career counselling and job placement services and indicate the type of service desired.

The Employer will liaise with the selected company to refer the employee, and establish a defined credit account for the employee.

The selected company will invoice the Employer for all out-placement services provided.

2. Retraining Assistance

Retraining assistance to a maximum of five thousand dollars will be provided in the form of payment of tuition fees at any Saskatchewan educational institute.

Employees will be able to access retaining assistance over a three year period commencing the date the employee's position is abolished.

Upon notification by the employee of the educational institution he/she will be attending, the Employer will advise the educational institute to invoice the respective department for tuition fees incurred by the employee.

3. Saskatchewan Relocation Assistance

Relocation assistance to a maximum value of five thousand dollars will be administered in accordance with the provisions of the Public Service Commission relocation policy.

Relocation assistance will be limited to in-province relocation expenses.

Employees may access the relocation assistance over a one year period commencing the date the employee's position is abolished.

4. Career Adjustment Assistance

Career adjustment assistance to a maximum of five thousand dollars will be provided on a reimbursement basis for expenses employees incur in pursuing alternative employment opportunities.

Employees may access Career Adjustment Assistance over a one year period commencing the date the employee's position was abolished.

Expenses that would be considered for reimbursement include business start-up costs, travel, etc.

5. Enhanced Severance

In addition to regular severance, Enhanced Severance shall be calculated on the basis of one week's salary for every year worked to a maximum of five weeks or three thousand dollars and will be provided to employees who elect to resign and access Career Assistance. Enhanced Severance shall be the lesser of five weeks or three thousand dollars.

8.6 Position Abolishment

8.6.1 Notice of Position

The Employer will inform the Union no less than 60 days in advance of written notice to employees whose position is to be abolished.

Written notice of at least 60 days in advance of lay-off shall be given to any permanent employee whose position is to be abolished.

Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of job abolition or lay-off, employees shall be laid off in reverse order of seniority.

8.6.2 Options of Permanent Full-Time and Permanent Part-Time Employees Who Have Received Notice of Position Abolishment

An employee who holds permanent status in the position which is being abolished shall have the right to exercise any one of the following options:

- a) to exercise "bumping" (displacement) rights on the basis of his total seniority subject to Article 8.9 (Rights of Employees Who Are Bumped)
- b) to go on lay-off and have his name placed on the employment list subject to Article 8.12 (Placing Names on the Employment List)
- c) to retire
- d) to resign and receive severance pay, in accordance with Article 8.16 (Severance Pay), or
- e) take indefinite leave of absence without pay at the conclusion of which an employee may elect to resign with severance; or retire; or go on lay-off.

8.6.3 Notice to Exercise Bumping Rights

- i) As closely as possible, bumping is intended to maintain an employee's salary rate and classification level, location, duties and responsibilities.
- ii) A Permanent employee who intends to exercise his bumping rights shall indicate his intention in writing to the Executive Director within ten working days of receipt of notice of position abolishment.
- iii) An employee who fails to indicate an intent to bump, within ten days, shall be deemed to have opted to go on lay-off, or he may resign and receive severance pay.

8.6.4 Bumping Time Frame and Salary Continuance

- i) Every effort will be made to complete the bumping process prior to the position abolishment date, but in no event will the employee be retained in the position beyond that date.
- ii) Notwithstanding the above, any permanent employee who fails to retain employment through the bumping process by their date of lay-off and who should be able to retain employment, shall be provided with salary continuance until their placement in a new position.

8.6.5 Bumping Order

Bumping shall be exercised in the following order within each stage of the process:

- First: a permanent full-time position designated by the Executive Director as vacant;
- Second: a permanent Part-time or Term employee encumbering a vacant permanent full-time position;
- Third: an employee on initial probation in a Permanent full-time position with the least service;
- Fourth: the permanent Full-time employee with the least total seniority.

Bumping shall cease when an employee is made an offer at the mandatory stage or accepts an offer, or fails to bump.

8.6.5.1 Mandatory Stage

- i) to bump in the employee's own class and own locality.
- ii) if the employee is not offered a position through the mandatory stage, he may proceed to the optional stages or go on lay-off as per initial notice, or resign and receive severance pay, access Career Assistance Options (Article 8.5.d) or access retirement programs.
- iii) Go on indefinite leave of absence without pay

8.6.5.2 Optional Stage

An employee accessing the optional stage of the bumping process shall be offered, if available, a choice of the following options:

- i) to bump within their own locality, laterally or downward.
- ii) to bump in another locality, laterally or downward.

8.6.5.3 Term Employees

Term employees have no bumping rights. Upon conclusion of a term position, a term employee shall have his name placed on the employment list.

Permanent employees in term positions shall revert to their former positions.

8.7 Acceptance of an Offer of a Position

- i) An employee will have five working days from the date of receipt, not including the date of offer, to consider the formal offer of a position made as a result of exercising his bumping rights. If the employee does not accept the offer of the position within the five working days, he will be deemed to have declined the offer.
- ii) If an employee does not accept an offer of a position in his own class at the mandatory stage of bumping, he will be deemed to have resigned. Notwithstanding, such an employee will still be eligible for severance pay and Career Assistance options or access retirement programs currently in place.
- iii) If an employee does not accept an offer of a position at the optional stage of the bumping process, he will be placed on lay-off as per notice or may resign and receive severance pay and Career Assistance options or access retirement programs currently in place.
- iv) For Permanent Part-time Employees, the following shall apply:
 - i) if an employee declines an offer of a position in his own class, he will be deemed to have resigned and receive severance pay.
 - ii) If an employee declines an offer of a position in a lower class, he will be placed on lay-off or he may resign and receive severance pay.

8.8 Employee Not offered a Position

If an employee is not offered a position after having proceeded through all stages of bumping, they may go on the employment list or resign and receive severance pay and access Career Assistance options or access retirement programs or go on indefinite leave of absence

8.9 Rights of Employees Who are Bumped

The bumping rights described above shall also apply to a permanent employee who has been bumped; however, such employees shall not be considered to have been laid off for the purpose of the sixty day written notice requirement.

8.10 Position Abolishment During Probationary Period Other Than Initial Probation Period

A permanent employee on probation whose position is abolished shall have the right to revert to his former position at his former step in the salary range subject to any increments that he would have received had he remained in that position. The provisions of Article 18.5 (Reinstatement from Definite Leave) shall also apply.

8.11 Time to Adjust in New Position

- i) An employee who, as a result of a reduction in staff, assumes a new position, shall be allowed the minimum of the probationary period of the classification to familiarize himself with his new duties.
- ii) If, during the familiarization period, the parties determine that the bump was inappropriate, the options will be reviewed with the employee and the Employer to resolve the issue with the last resort being a return to the bumping process to determine a more appropriate bump.

8.12 Placing Names on the Employment

Permanent employees may, as a result of position abolition, have their name placed on the employment list for an unbroken period, not to exceed two years, as follows:

- i) after electing to go on lay-off.
- ii) After a permanent employee refuses an offer of a bump at the Optional Stage.
- iii) After electing to bump and no bump is available. The two year period shall commence from the date when the search for bumping has been exhausted.

8.13 Re-Employment

- i) An employee who chooses option (b) in Article 8.6.2 (Options: Notice of Position Abolishment) shall be entitled to use his seniority to apply for any position posted in accordance with Article 5. That employee shall retain his seniority for two years, but if not re-employed within that time, he shall lose his seniority and receive the severance pay he would have received had he selected option (d) in Art. 8.6.2 and access Career Assistance Options.
- ii) At any time during this two year period the employee may elect to resign and receive severance pay and access Career Assistance options, as though he had selected option 8.6.2 (d).
- iii) Employment Lists
The Employer will provide the Union with the employment list on May 1st of each year. The list shall indicate the names of persons, classification, reason for placement on the list, seniority, and date of removal from the list
- iv) Persons on the employment list shall be responsible for keeping the Employer notified of their current address and the Employer will not be liable to grievance action where it can be shown that failure to receive notice of employment opportunities is the fault of the employee in not notifying the Employer of a change in address.

8.14 Employer Amalgamation

In the event the Employer merges or amalgamates with any other body, the parties will pursue the following principles, that:

- a) employees are credited with all seniority rights with the new employer,
- b) all service credits relating to vacation with pay, sick leave credits and all other benefits are recognized by the new employer,
- c) conditions of employment and wage rates for the new employer are equal to the best provisions in effect with either employer,
- d) no employee suffers a loss of employment as a result of merger,
- e) preference in location of employment arising from the merger is determined on the basis of seniority.

8.15 Relocation of Headquarters

Where the Employer finds it necessary to move an employee to a different headquarters, the Employer will give the affected employee(s) written notice at least 60 days in advance.

8.16 Severance Pay

- a) An employee whose position is abolished, and who elects to resign or retire on immediate pension, shall be entitled to severance pay. They shall be paid one (1) week's pay for each year of service, or portion thereof, commencing with the second year.
- b) In the case of an employee who has completed five (5) or more years of continuous service, severance pay shall be on the basis of one (1) week's pay for each year of service or portion thereof, commencing with the first year. Service for the purpose of this provision shall include continuous service in positions both within and outside the scope of this agreement. It shall not include time spent on the employment list.
- c) For permanent part-time employees, severance will be based on percentage of time employee worked over the last calendar year.
- d) Pay will be calculated on the basis of the employee's rate of pay at the time of resignation, retirement, or when they last went on the employment list.

8.17 Volunteers, Work Placements, Job Transition Programs

The Employer may use non-employees who are not paid for their services on a temporary basis, provided that the use of such non-employees must not result in the lay-off of any existing staff, or reduce the hours that would otherwise be available to existing staff.

ARTICLE 9 TECHNOLOGICAL CHANGE

9.1 For the purposes of this Agreement, "technological change" shall mean:

- a) the introduction by the Employer into the Employer's work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business;
- b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; or
- c) the removal or relocation outside of the bargaining unit by the Employer of any part of his work, undertaking or business.

9.2 When the Employer proposes to effect a technological change that is likely to affect the terms, working conditions or tenure of employment of two or more employees the Employer shall give notice of the technological change to the Union at least 90 days prior to the date on which the technological change is to be effected.

9.3 The notice mentioned in Article 9.2 shall be in writing and shall state:

- a) the nature of the technological change
- b) the date upon which the Employer proposes to effect the technological change
- c) the number and type of employees likely to be affected by the technological change
- d) the effect that the technological change is likely to have on the terms and conditions or tenure of employment of the employees affected, and
- e) such other information as the Minister of Labour may by regulation require.

9.4 Where the Union alleges that the Employer has failed to comply with Article 9.2 and the allegation is made not later than 30 days after the Union knew, or in the opinion of an arbitrator ought to have known, of the failure of the Employer to comply with Article 9.2, the arbitrator may, after affording an opportunity to the parties to be heard, by order:

- a) direct the Employer not to proceed with the technological change for such period not exceeding 90 days as the arbitrator considers appropriate,
- b) require the reinstatement of any employee displaced by the Employer as a result of the technological change, and
- c) where an employee is reinstated pursuant to clause (b), require the Employer to reimburse the employee for any loss of pay and benefits suffered by the employee as a result of the employee's displacement.

- 9.5 Where the Union makes an allegation pursuant to Article 9.4, the arbitrator may, after consultation with the Employer and the Union, make such interim orders under Art. 9.4 as the arbitrator considers appropriate.
- 9.6 An award of the arbitrator made under clause (a) of Article 9.4 is deemed to be a notice of technological change given pursuant to Article 9.2.
- 9.7 Where the Union receives notice of a technological change given, or deemed to have been given, by the Employer pursuant to Article 9.2, the Union may, within 30 days from the date on which the Union received the notice, serve notice on the Employer in writing to commence collective bargaining for the purpose of revising the existing provisions of this Collective Agreement that relate to terms and working conditions or tenure of employment, or for including new provisions in the Agreement relating to such matters, to assist the employees affected by the technological change to adjust to the effect thereof.
- 9.8 The arbitrator may, upon application by the Employer, make an order relieving the Employer from complying with the requirement of the notice served under Article 9.7 or denying the Union the right under Article 9.7 to serve on the Employer a notice to commence collective bargaining where the arbitrator is satisfied that the Employer has given to the Union a notice in writing in accordance with Article. 9.7,
- a) prior to the day on which the Employer and the Union entered into this Collective Bargaining Agreement, or
 - b) not later than the first date on which either party could give notice in writing to negotiate a revision of the Agreement under subsection 33(4) of *The Trade Union Act*.
- 9.9 Where the Union has served notice to commence collective bargaining under Article 9.7, the Employer shall not effect the technological change in respect of which the notice has been served unless an agreement has been reached as a result of collective bargaining.
- 9.10 Where the parties do not reach agreement within 60 days after the date on which the Union has received notification from the Employer of its intention of introduction of a change, the matter may be referred to an expedited arbitration process for purposes of a decision. Within seven days a decision shall be rendered. Technological change shall not be introduced by the Employer until such decision is rendered. Such a decision will be final and binding on both parties.

Where new skills are required by the affected employees, said employees shall:

- a) at the employer's expense; and
- b) within a reasonable period of time; and
- c) without reduction of hours or rates of pay and corresponding adjustments to workloads;

acquire the necessary skills required by such technological change through a program approved by the Employer.

Where such employees successfully complete such training or upgrading or instruction, the Employer shall provide written acknowledgment that the new skills acquired by the employee are sufficient to accommodate the technological change.

9.12 An employee who is displaced from her job as a result of technological change under this Article, shall have the rights in accordance with Article 8 (Job Abolishment and Lay-off).

ARTICLE 10 HOURS OF WORK AND OVERTIME

10.1 Hours of Work Designation

Each position will be assigned an hours of work designation in accordance with Schedule "A".

10.2 Office Employees

10.2.1 Normal Hours

Employees will work 8 hours per day (72 hours/2 week cycle) and the hours of work shall be Monday to Friday, 8:00 a.m. to 4:30 p.m. with a ½ hour lunch break taken between 12:00 noon and 1:00 p.m. except as otherwise mutually agreed between the parties.

10.2.2 Days of Rest

Saturday and Sunday will be days of rest.

10.2.3 Flextime Arrangements

At the employees' request and where work circumstances permit, the Executive Director may approve hours of work where starting and quitting times and lunch hours vary from the normal hours. Employees shall not start earlier than 6:30 a.m. and finish work no later than 6:30 p.m..

10.2.4 Entitlement to Scheduled Days Off

Employees shall be entitled to take one scheduled day off every two weeks subject to the following:

- a) Scheduled days off shall normally be taken on Friday, or Monday, except at the employee's request and by mutual agreement locally, SDO's may be taken on any day of the week.
- b) There shall be no claim for sick leave when an employee is ill on a scheduled day off.

- c) Employees on sick leave, vacation leave, educational leave or other approved leave with or without pay shall resume their normal work cycle when they return to work. There shall be no accumulation of an employee's scheduled day off that would have been taken during the period of the leave.
- d) While on sick leave or vacation leave, the number of days charged against the employee's sick leave or vacation leave shall not include his scheduled days off during that period.
- e) Scheduled days off that fall on a statutory holiday shall be re-scheduled to the preceding or next following working day by mutual agreement.
- f) Upon request, employees shall be permitted, by mutual agreement locally, to bank a maximum of five (5) SDO's.
- g) Upon request, employees shall be permitted, by mutual agreement locally to use a partial SDO.

10.3 Field Employees

10.3.1 Normal Hours

The hours of work for all field employees shall be averaged on the basis of 8 hours x the number of normal working days in each month as set out in Appendix B, and shall be unregulated within any working day or series of working days. The number of hours to be worked in each month as set out in Appendix B, shall be reduced by 8 hours times the number of scheduled earned days off which fall in that month.

10.3.2 Commencing or Moving Into Field Designated Class

Notwithstanding the provisions of Article 10.3.1, for an employee commencing initial employment in a field designated class or an employee moving into a field designated class who commences on a day other than the first day of the month or a field employee who terminates on a day other than the last day of the month, the number of hours to be worked at straight time during that month shall be determined on the basis of 8 hours times the number of normal working days in the part month less 8 hours for each designated holiday(s) and scheduled earned days off which fall in that period.

10.3.3 Days of Rest

Where work permits, field employees will be granted two consecutive days of rest per week. These will normally be Saturday and Sunday.

10.3.4 Entitlement to Scheduled Days Off

Field Employees shall be entitled to a scheduled day off every three weeks subject to the following:

- a) Wherever possible, the scheduled days off shall be taken adjacent to days of rest except they may be re-scheduled by mutual agreement.
- b) Scheduled days off shall not alter the employee's days of rest.
- c) There shall be no claim for sick leave when an employee is ill on a scheduled day off.
- d) Employees on sick leave, vacation leave, educational leave or other approved leave with or without pay shall resume their normal work cycle when they return to work. There shall be no accumulation of an employee's scheduled days off that would have been taken during the period of the leave.
- e) While on sick leave or vacation leave, the number of days charged against the employee's sick leave or vacation leave shall not include his scheduled days off during that period.
- f) When an employee is authorized or directed to attend a training course that does not involve a leave of absence and falls on his scheduled day off, the scheduled day off will be re-scheduled by management.

10.3.5 Management to Establish Three Week Work Cycle

The three week work cycles including the employee's scheduled day off shall be established by management. Management shall approve when an employee's actual earned day off will be taken.

10.3.6 Leave With Pay in Averaging Period

For the purpose of pay calculation, approved vacation and sick leave with pay or any other approved leave with pay shall be included as actual hours worked in the averaging period as set out in Article 10.3.1 subject to the following:

- a) In no event shall the number of hours included as actual hours worked exceed a maximum of 8 hours per day.
- b) In the event an employee has actually worked a part day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of 8 hours per day.
- c) The foregoing shall have no application if the employee was not scheduled to work on any such day.

10.3.7 Leave Without Pay in Averaging Period

Leave without pay shall not be included as hours actually worked in the averaging period as set out in Article 10.3.1.

10.3.8 Special Scheduled Day Off Provisions

The following special provisions may be implemented by mutual agreement at the local level:

- a) Notwithstanding Article 10.3.4 (Entitlement to Scheduled Days Off 5-5-4), scheduled days off shall be worked and accumulated at straight time.
- b) The duration of the period during which scheduled days off are to be worked and accumulated will be established by mutual agreement provided that the period shall not exceed six (6) months.
- c) Any scheduled day off worked for the purpose of accumulation shall not be included as actual hours worked in the averaging period for the calculation of overtime entitlement.
- d) Accumulated scheduled days off shall be taken by mutual agreement at the local level provided that they fall within the three (3) month period next following the expiration of the accumulation period as set out in b) above.
- e) In the event mutual agreement is not reached as set out in d) above, management shall direct when the days are to be taken in accordance with the three (3) month provision.
- f) In the event that mutual agreement is not reached at the local level as provided for in d) above and management does not direct when the accumulated scheduled days are to be taken as provided for in e) above, the accumulated days not taken will be paid out at the rate of time and one half for each such day, based on the employee's rate of pay in effect at the time of the expiration of the accumulation period as set out in b) above.
- g) The duration of the averaging period shall be considered expired should an employee be dismissed, resign, promote, demote, transfer or is on an approved leave of absence without pay or lay-off for a period of 3 calendar weeks or more and the scheduled days accumulated to that period in time shall be paid out at straight time rates for each such day based on the rate of pay in effect at the time of the expiration as set out in this provision.

10.4 Rest Periods

Employees shall be entitled to a morning and afternoon rest period of fifteen (15) minutes each. Rest periods shall be scheduled to meet the needs of the Board. All employees shall have a paid 15 minute rest period for every four hours worked.

10.5 Travel Time

Travel Time authorized by management will be considered as part of hours worked, should an employee be unable to get prior authorization for the purpose of travel time, such authorization may be given retroactively by management. Travel time from an employee's headquarters to a work site shall be considered as time worked.

10.6 Overtime

10.6.1 Overtime Must be Authorized

Employees shall not work overtime unless authorized to do so. Overtime must be authorized in writing. Verbal authorization may be given in emergent situations followed by written authorization on the next working day.

When overtime is assigned by management with less than 24 hours notice of performing the work, in addition to the normal overtime pay provision, the employee will be eligible for reimbursement of \$25.00 per day regardless of the amount of overtime performed.

10.6.2 Office Employees

On a Regular Work Day

Payment shall not be made for overtime work under one-half hour. Payment for authorized overtime worked on a regular work day in excess of the regular hours of work shall be made at 1 1/2 times for the first four hours and double time for all hours worked after four.

On a Day of Rest or Scheduled Day Off

An employee who is required to work on her first or second day of rest or on her scheduled day off, shall be paid at the rate of double time for all hours worked on that day, with a minimum two hour guarantee at overtime rates.

10.6.3 Field Employees

All field employees shall receive double time their regular rate for all hours worked in excess of twelve (12) hours in a day. Hours in excess of monthly averaging period shall be compensated at one-and-a-half (1 1/2) times their normal rate of pay.

10.7 Time In Lieu of Overtime (TIL)

At the request of the employee, management may grant time off at the appropriate premium rate at a mutually acceptable time in lieu of payment for overtime worked. If such time off in lieu cannot be taken by the end of the fiscal year, an employee shall be eligible to carry over a maximum 50 hours to the next fiscal year. An employee shall be paid out for all hours in excess of 50 hours at the end of the fiscal year. Employees may also request pay out of accumulated TIL.

10.8 Callback

An employee who receives a callback for overtime after leaving the place of work shall be paid for a minimum of two hours at overtime rates or actual hours worked, whichever is the greater.

On a callback, an employee shall be reimbursed at the kilometre allowance as per the use of private vehicle provisions with a minimum of \$5.00.

10.9 Phone Calls After Hours

An office employee who, after she has left her place of work, receives a phone call from management after work which does not involve a return to her place of work, shall be paid for each hour or portion thereof worked or for a minimum of one-half (1/2) hour at appropriate overtime rates.

Field employees shall be as above at straight time rates included in the averaging period until they reach twelve (12) hours in a day. Notwithstanding the above, an employee called more than once in the one-half (1/2) hour period shall not receive any further overtime until the one-half (1/2) hour period has elapsed.

ARTICLE 11 PAY ADMINISTRATION

11.1 Rates of Pay

The rates of pay contained in Schedule A attached to and forming part of this Agreement, shall be the rates paid to the employees occupying the positions allocated to the classification.

11.2 Equal Pay for Work of Equal Value

The Employer agrees to recognize the principle of equal pay for work of equal value, regardless of the sex of the employee.

11.3 Pay Periods

Employees shall be paid monthly and shall receive a statement showing gross amount earned, itemized deductions there from and the net amount payable.

Upon appointment to a full-time position, employees may elect to receive a pay advance on the 15th day of each month.

11.4 Pay

11.4.1 All employees shall be paid the hours worked times the hourly rate as contained in the pay schedule.

11.4.2 Hours worked by full-time employees shall include approved leave with pay, e.g., designated holidays, sick leave, vacation leave, etc.

- 11.4.3 Hours worked by less-than-full-time employees shall be supplemented by five percent for designated holidays and the appropriate rate for vacation pay, as per Article 13.1.3 (Term and Less Than Full-time Employees). Approved leave with pay shall also be considered as hours worked.
- 11.5 Increments
- 11.5.1 Full-time employees shall receive increments effective each anniversary date of their appointment.
- Part-time employees will receive increments every 1,872 hours worked.
- Notwithstanding the above, the Executive Director may withhold the increment on the basis of unsatisfactory job performance. The Executive Director shall notify the employee in writing of such action prior to the increment date and give reasons thereof. If the employee is not served with such notice prior to the increment date, she will be deemed to have earned the increment.
- An employee may grieve against the withholding of her increment and the onus of proving that the increment may be withheld shall rest on the Employer.
- 11.5.2 When an employee returns to work after a leave of absence without pay or from lay-off, the employee will be credited with all service prior to leave of absence without pay or lay-off. Having achieved the required accumulation, the date upon which the increment is earned will be the new increment date.
- 11.5.3 For the purpose of this Article, days paid for sick leave, pressing necessity, holidays, vacation, workers' compensation, leave with pay and Union business leave shall be regarded as service.
- 11.6 Pay on Promotion
- 11.6.1 On promotion, an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than 8% above his current salary and not more than the maximum of the new range. If the addition of 8% produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.
- 11.6.2 On promotion, if other than on the first working day of the month, the increment date shall be adjusted to the first of the month of promotion. Whenever a permanent employee's increment date or an adjustment in salary occur on the same date as a promotion or reclassification, the employee shall receive the increment or adjustment before the promotion formula is applied.

11.6.3 A permanent employee who is promoted and fails the probation or opts to revert, shall revert to the position held prior to promotion or by mutual agreement the employee may revert to a similar position. The rate of pay in the position will be adjusted upwards based on any increments which would have been earned had the employee not been promoted.

11.7 Pay on Demotion

11.7.1 When a permanent employee is demoted, the rate of pay for the new position shall be as follows:

Involuntary:

- a) If the rate of pay received in the previous position was more than the maximum rate of the new position, the employee's rate shall be red-circled, *i.e.*, remain unchanged until the maximum of the new position exceeds such rate, at which time the employee shall receive the maximum of the new position.
- b) If the rate of pay received in the previous position falls within the range of pay of the new position, the new rate will be the former rate received or if no such rate exists, the next higher rate.

Voluntary:

If the rate of pay received in the previous position was more than the maximum rate of the new position, the new rate shall be the maximum of the new position.

11.7.2 Increment dates shall not be affected by demotion.

11.8 Pay on Transfer

When an employee is transferred, she shall retain her rate of pay and shall move to the same step of the new pay range as held in the previous range.

11.9 Pay on Employer-Initiated Transfer

Where, as a result of a Employer-initiated transfer, a permanent employee is employed in the same position, the rate of pay shall be at the same step in the range as at time of lay-off, or previous to the transfer, including any-time which may have been earned towards an increment.

11.10 Pay on Re-Employment

11.10.1 Where, as a result of a competition a permanent employee who has had her job abolished is re-employed in a position with a classification that has a lower maximum salary, the rate of pay shall be equivalent to the rate formerly received (if an identical rate exists in the new range), or the maximum rate (if the rate in the former position exceeds the maximum of the new range).

11.10.2 Where, as a result of a competition a permanent employee who has had her job abolished is re-employed in the same position, the rate of pay shall be at the same step in the range for the position as at the time of lay-off, including any time which may have been earned toward an increment.

11.11 Temporary Performance of Higher Duties

Temporary performance of higher duties is the voluntary assignment of an employee to perform the duties of a position with a higher maximum hourly rate of pay.

If the assignment is for 90 consecutive calendar days or less, the employee shall receive payment for each regular day of assignment which provides for an increase of 5% over her current hourly rate. If the 5% increase produces an hourly rate below the minimum of the range for the higher position, then the salary shall be adjusted to the minimum of that range. In no case shall the hourly rate be more than the maximum of the higher class.

Assignments which are of 90 days or more shall be subject to Art. 11.6 (Pay on Promotion) and shall be retroactive to day one. No assignment shall exceed six months.

11.11.1 The following guide rules for hours of work and payment, while assigned higher level duties, shall apply:

- a) employees shall work the hours of work designated for the TPHD position.
- b) There shall be no change to the employees' home work cycle or scheduled day off entitlement prior to the employee completing that cycle, at which time the employee shall enter into the work cycle and scheduled day off entitlement of the TPHD position. On completion of the TPHD assignment, the employee shall immediately return to the work cycle of the home position. There shall be no prorating of the scheduled day off entitlement when entering into the TPHD work cycle or when returning to the home position work cycle.

11.11.2 In-scope employees assigned TPHD to an out-of-scope non-tie position shall work such hours as assigned by management. The employee will be entitled to a total of twelve (12) scheduled days off per calendar year on a pro-rata basis in accordance with a) below. This time is to be taken at times authorized by the Executive Director.

The employee continues to pay union dues, accrue seniority and retain all rights conferred by the Collective Bargaining Agreement.

- a) subject to the assignment being a minimum of seven consecutive working days, following the employee completing the home position cycle as in b) above entitlement to scheduled days off shall be calculated as follows:

Number of full working days x .0462, i.e.(12 ÷ 260)
The resulting product shall be rounded up to the nearest half day.

- b) Compensation shall be paid as per the TPHD assignment.

11.12 In-Hiring Salary Adjustments

11.12.1 In-hiring rates of pay shall normally be at the minimum of the salary ranges when the selected applicant possesses education and/or experience which meets the minimum requirements for the classification.

11.12.2 Where the selected applicant possesses education and/or experience which exceeds the minimum requirements for the classification, the Executive Director may approve an in-hiring salary adjustment up-in-the-range. The Union will be notified in writing.

11.12.3 For up-in-the-range appointments, the Executive Director will, in circumstances where another employee may be affected, post the salary step, and an outline of the education and experience of the person appointed. Any employee in the same class who is being paid at a rate lower in the range and who believes she possesses education and experience equivalent to the person appointed above the minimum, may, with 30 calendar days of such publication, request that the Employer review her education, experience and salary.

11.12.4 If, as a result of the review, a salary adjustment is warranted, the Executive Director shall so authorize effective the date of the original appointment of the up-in-the-range hire.

ARTICLE 12 REIMBURSEMENTS

12.1 Travel - In-Province

12.1.1 Meals

The Employer will reimburse employees for meals while conducting employer business away from headquarters in accordance with the rates established in the Public Service Commission/SGEU Collective Bargaining Agreement. The parties recognize that these rates are

adjusted from time to time. The Union will notify the employer of any change to these rates over the term of the contract. The applicable rates at date of signing are listed below:

January, 2007

Per diem	\$41.00
Breakfast	8.00
Dinner	14.00
Supper	19.00

These rates include GST. No receipts are required.

Where a charge is made for a banquet, it will be in lieu of the meal involved.

No claim for a meal allowance may be made for:

- breakfast, if the time of departure is later than 7:30 a.m. or the time of return is earlier than 8:30 a.m., or
- dinner, if the time of departure is later than 11:30 a.m. or the time of return is earlier than 12:30 p.m., or
- supper, if the time of departure is later than 5:30 p.m. or the time of return is earlier than 6:30 p.m.

Notwithstanding the above, an employee authorized away from his headquarters after 5:30 p.m. and having worked six hours after 5:30 p.m. will be eligible for a dinner meal allowance.

12.1.2

Mileage

The Employer will reimburse employees for all authorized travel. Employees who are required to use a vehicle for company business and agree to use a privately owned vehicle for such business shall be paid, in accordance with the rates established within the Public Service Commission/SGEU Collective Bargaining Agreement. The parties recognize that these rates are adjusted from time to time. The Union will notify the employer of any change to these rates over the term of the contract.

Incidental Usage

Employees who are authorized on an incidental basis to use a private vehicle shall be paid a minimum allowance of five dollars (\$5.00) per day, one dollar and fifty cents (\$1.50) per hour to maximum of six dollars (\$6.00) per day or the km rate, whichever is greater

12.1.3

Hotel Accommodation

Hotel: Actual and reasonable charges are to be supported by a receipt. Charges in excess of such amount must be approved by the Executive Director.

An amount of \$35.00 per night (no receipt necessary) will be paid for accommodation in private residences. Amounts in excess of \$35.00 per night will be accepted only when accompanied by a receipt and a signed statement from the employee that no other accommodation was available.

12.2 Travel - Out-of-Province

The Employer will reimburse employees for meals while conducting employer business away from headquarters in accordance with Public Service Commission and SGEU, as adjusted from time to time. The Union will notify the employer of any change to these rates over the term of the contract. The applicable rates at time of signing are listed below:

January, 2007

Per diem	\$51.00
Breakfast	11.00
Dinner	16.00
Supper	24.00

These rates include any applicable taxes. No receipts are required.

Where a charge is made for a banquet, it will be in lieu of the meal involved.

Hotel accommodation: Actual and reasonable charges supported by a receipt.

12.3 Incidental Expenses

See Appendix E

12.4 Payment of Membership Fees

The Employer agrees to pay the membership fees of all employees who are required to be a member of an association in the course of their duties.

12.5 Relocation Allowances

An employee whose headquarters is changed as a result of a promotion, voluntary/involuntary transfer or demotion shall be reimbursed for relocation expenses in accordance with the PSC relocation policy, Appendix H.

Relocation expenses would include but not be limited to the following:

- search for accommodation at new work location
- moving of primary household effects
- in-transit insurance
- transportation of personal motor vehicle

- travel to new work location
- storage costs of household location
- temporary accommodation at new work location
- maintenance of original domicile
- residential property expenses
- incidental expenses

12.6 Payments Due on Separation

Payments under this agreement due to an employee on separation shall be made within a period of two weeks excepting, however, in those instances where it is necessary to withhold payments pending an accounting and settlement of any monies due the Employer on account of any advances repayable, inventory unaccounted for or any other valid claim against an employee. In the event of death of an employee, any amounts due shall be paid to the estate.

12.7 Benefit Refund

12.7.1 Employees whose employment is terminated

- a) due to permanent lay-off following two years on the lay-off list, Article 8.16 (Severance Pay), or
- b) due to ill health or physical or mental incapacity and who are not eligible for pension under Section 10(b) of *The Public Service Superannuation Act* or for a payment under Sections 16, 47 or 48 of the said Act, and whose application for payment under this subsection has been approved by the Employer, shall be entitled to receive a refund in an amount equal to one-third of their unexpended sick leave accumulated from the date of employment to the date of separation. Payment will be calculated on the salary being paid on date of separation.

12.7.2 Where an employee entitled to a refund under this section has obtained credit for unused sick leave under Article 17.4.1 (to last date of employment), the refund payable with respect to any unused sick leave so recredited shall be that paid to him at the time of his first separation to such unused sick leave.

12.7.3 Additional Credit for Refund Purposes

In calculating the number of completed months of service which an employee has to his credit for the purpose of receiving pay in lieu of earned sick leave, the number of calendar days of service in the first month of employment plus the number of calendar days service in the final month of employment, when equal to or greater than thirty shall count as a month's service.

ARTICLE 13 VACATION LEAVE

13.1 Vacation Entitlement

13.1.1 Permanent Full-Time

a) Permanent Full-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 to Permanent Full-Time employees at the beginning of each fiscal year.

b) Vacation entitlement shall be as follows:

Up to 7 years service =	15 days per year prorated for partial years
8 – 14 years service =	20 days per year prorated for partial years
15 –21 years service =	25 days per year prorated for partial years
22 + years service =	30 days per year prorated for partial years.

13.1.2 Permanent Part-Time

a) Permanent Part-Time employees will acquire vacation on an earned basis.

b) Employees shall have their vacation entitlement calculated as per 13.1.1b) and prorated based on time worked.

13.1.3 Term and less than full-time employees

a) Term employees shall have their vacation entitlement calculated in accordance with Article 13.1.1b) and shall receive vacation pay in accordance with the following table:

Vacation Entitlement	Vacation Pay
Fifteen (15) days	6% of total earnings
Twenty (20) days	8% of total earnings
Twenty-five (25) days	10% of total earnings
Thirty (30) days	12% of total earnings

NOTE: For the purposes of this Article, “total earnings” include the vacation payment. For administrative purposes, to facilitate the payment of vacation pay, the percentages will be as follows:

- 6.36% - fifteen (15) days
- 8.64% - twenty (20) days
- 11.00% - twenty-five (25) days
- 13.44% - thirty (30) days

An employee may elect to bank such earnings and be paid out when she takes vacation, provided she gives payroll two weeks notice to effect payment.

13.2 Definition of Years of Service

Years of service to determine vacation entitlement shall include service with Government of Saskatchewan, any Board, Commission or Crown Corporation of the Government, District Health Boards, Boards of Education in Saskatchewan, Saskatchewan Universities, all SGEU Bargaining Units, service as a paid staff member of SGEU, and as of April 1, 2002 any paid employment in an administrative or programming capacity with SaskCulture, organizational members of SaskCulture, Provincial Authority of the Government or global grant clients of the Saskatchewan Arts Board.

The onus shall be on the employee to inform the Employer of any previous service under this Article.

13.3 Vacation Entitlement in the First Fiscal Year of Employment

The month in which the employee commences employment shall be considered a complete month of service when the employee begins work on the first working day of the month. These employees shall be entitled to take, from that day to the following March 31, vacation leave with pay equivalent to her entitlement for each completed calendar month of service. Where an employee begins employment on a day other than the first working day of the month, such vacation earnings will be prorated for that month.

13.4 Vacation Leave Must be Authorized

Leave provided in this Article must be authorized by the Executive Director.

Every effort will be made to permit the taking of leave between May 1 and October 1 in each year.

Vacation leave shall be rotated to ensure equality regardless of seniority.

No employee shall be required to work during scheduled vacation. However, should an employee agree to work, the vacation period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date mutually agreed upon.

An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Executive Director.

13.5 Vacation Carry-over

An employee shall be entitled to carry over any unused vacation entitlement from one fiscal year to the next, to a maximum of ten days. Additional amounts may be carried over with approval of the Executive Director. Such requests and the Executive Director's response shall be in writing. Any payout which may result shall be at the employee's current rate of pay.

13.6 Designated Holiday During Vacation Leave

When any holiday designated in Article 14 (Designated Holidays) falls within an employee's annual vacation, that day shall not be counted as a vacation day.

13.7 Sickness During Vacation

When an employee qualifies and is approved for sick leave, bereavement, or any other approved leave during the employee's vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, by mutual agreement between the Employer and the employee, be either added to the vacation period or reinstated for use at a later date. Substantiation of all claims for deferred vacation must be provided, if requested.

13.8 Vacation Leave on Retirement

In addition to any vacation earned up to March 31 of the preceding fiscal year, an employee leaving the Saskatchewan Arts Board on retirement on immediate pension shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement.

13.9 Vacation Pay for Partial Months of Work

When in any calendar month of employment an employee does not receive her full monthly salary, she shall receive together with her regular pay for that part-month, vacation pay at the rate of:

- 6.36 per cent if she earns vacation leave at 15 days per year,
- 8.64 per cent if she earns vacation leave at 20 days per year,
- 1.00 per cent if she earns vacation leave at 25 days per year,
- 13.44 per cent if she earns vacation leave at 30 days per year.

13.10 Vacation Pay on Overtime Earnings

An employee shall receive together with her payment for overtime earnings, vacation pay at the rate specified in Article 13.9.

13.11 Vacation Pay on Supplementary Earning

In respect to supplementary earnings (over and above regular salary but excluding vacation pay) an employee shall receive, together with his cheque for such supplementary earnings, vacation pay thereon at the rate specified in Article 13.9.

13.12 Vacation Pay on Separation

An employee who leaves the service of the Employer shall be paid in lieu of earned vacation leave which has not been used. In the event of the death of an employee, any amount due under this Article shall be paid to the employee's estate.

13.13 Employee May Request Salary Advance

An employee shall be entitled, once a year, to receive salary in advance of his vacation leave. The employee shall request in writing to the Executive Director not less than seventeen working days before the commencement of his leave.

13.14 Cancelling of Approved Vacation Leave

Where the Employer cancels an employee's approved vacation leave and such cancellation causes the employee and/or her family member(s) to forfeit travel deposits or fares, the Employer will reimburse the employee to the extent of such loss.

13.15 Vacation Leave Records

A record of all unused vacation leave will be kept by the Employer. At the close of each fiscal year, each employee shall be entitled to review the records of the Employer and verify that the accumulated vacation leave is correct.

13.16 Exceeding Vacation Entitlement on Termination of Employment

An employee leaving the Arts Board who has been granted more vacation leave than is due him shall have such overpayment deducted from any monies owing him by the Board, calculated on the basis of the salary in effect at the date of termination.

ARTICLE 14 DESIGNATED HOLIDAYS

14.1 Designated Days

Designated holidays with pay shall be allowed for: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and one other day per year as mutually agreed to by the parties.

14.2 Falling on a Weekend

For field employees and all other employees whose regular weekly days off are Saturday and Sunday on a permanent basis, the following rules shall apply:

- i) When any of the above holidays falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu thereof.
- ii) When any of the above holidays falls on a Saturday, the Employer shall designate another working day, either the preceding Friday or the following Monday to be observed as the holiday in lieu thereof.

14.3 Partial Month of Work

Full-time employees who have not worked the entire month in which a designated holiday falls shall be paid five percent (5%) of regular earnings for each pay period in lieu of designated holidays not worked. Earnings for this purpose shall not include vacation pay.

14.4 Working on a Designated Holiday

An employee required to work on a designated holiday shall be entitled to their regular pay plus 1 1/2 times their regular pay for each hour up to normal hours they work. This shall be paid out or may be taken as time in lieu by mutual agreement.

An employee who is required to work overtime on a designated holiday shall be paid at the rate of three times her regular pay for each hour in excess of normal hours which she works.

When a holiday falls on an employee's assigned day of rest, and she is required to work on such holiday, she shall be paid, in addition to her regular pay, at the rate of two times for all hours worked and shall also be granted a day off in lieu of the assigned day of rest. The day off shall be mutually arranged between the employee and her employer, but must be granted within the three month period following the originally assigned day.

ARTICLE 15 CLASSIFICATION PLAN

15.1 Revised Classification Plan

Whereas the parties have agreed to implement a new classification plan that meets the requirements outlined in the Equal Pay for Work of Equal Value and Pay Equity Policy Framework for the province of Saskatchewan, it is hereby agreed that the terms of implementation, shall be outlined in Letter of Understanding # 1 Joint Maintenance Classification Plan.

15.2 Manual of Position Descriptions

A current manual of position descriptions shall be created. The Employer shall provide a current copy of position descriptions to the Union as they are developed.

15.3 New Classes of Positions (Old Plan)

Whenever a new classification is created, the parties will bargain collectively for its exclusion or inclusion in this Agreement, and if included, for its hours of work designation, probationary period and rate of pay. Where possible, the parties will reach agreement prior to the position being posted.

15.4 Arbitration of Disputes (Old Plan)

If agreement is not reached on any of the items in Article 15.3, the Employer may assign an hours of work designation, probationary period and rate of pay, and proceed to fill the position in accordance with Article 5 (Appointments), and the dispute shall be resolved pursuant to Article 21 (Arbitration).

The rate or range of pay when finally decided will be retroactive to the date of appointment of any employee(s) hired. The retroactive application of the hours of work and probationary period will be a matter for the arbitrator to deal with, if the parties are unable to negotiate an agreement.

ARTICLE 16 RECLASSIFICATION (OLD PLAN)

16.1 Changes in Classification

When an employee, the Union or the Employer feel that a position is incorrectly classified, a request for review of classification may be made as follows:

- a) The employee, Union or Employer shall make a request for review of classification in writing to the Executive Director. A description of the employee's current job duties will be attached.
- b) Within 20 calendar days of receiving the request for review, The Executive Director will provide written acknowledgement of receipt of the request to the employee and the Union.
- c) Within 40 calendar days of receiving the request for review, the Executive Director in consultation with the affected supervisor will make a final decision.

- d) Within 60 calendar days of receiving the request for review, the Executive Director will notify the employee and the Union of the decision. Such notification shall include a rationale for the decision. If the Executive Director does not notify the employee and the Union within this 60 days, the employee will be awarded the reclassification as determined by the Reclassification Council.

16.2 Reclassified Positions

If the position is reclassified, the following procedure will apply:

- a) the incumbent shall be appointed to the position subject to posting and challenge.
- b) the reclassification and the name of the incumbent will be posted for information purposes.
- c) the posting is subject to challenge from more senior employees within the work unit who could as readily have been assigned the duties which led to the reclassification.
- d) the Executive Director shall decide the validity of challenges, subject to grievance.
- e) if a challenge is successful, the challenger shall be appointed and the incumbent prior to the challenge shall be laid off and shall exercise the options in Article 8 (Job Abolition and Lay-off).
- f) the reclassification and any resulting change in pay shall be effective the nearest first of the month to the employee's request for review.

16.3 Time Period to Qualify

If neither the incumbent nor any challenger is qualified for the reclassified position, a period of up to one year shall be allowed to the most senior employee otherwise eligible for the appointment, in order to establish the qualifications required.

16.3.2 Extensions beyond one year may be granted by the Executive Director under extenuating circumstances. In all cases of extension, the Union shall be notified.

16.3.3 In the event the incumbent is displaced by this process, the incumbent shall revert to her previous position, or by mutual agreement, a similar position, and the reclassified position shall become vacant and will be posted and filled in accordance with Article 5 (Appointments).

16.4 Disputes

If an employee or the Union is dissatisfied with the final determination resulting from a request for review of classification, the employee will have the right to appeal to the Reclassification Council as follows:

- a) the employee shall file an appeal in writing to the Executive Director.
- b) within three days of receiving the appeal, the Executive Director shall forward the appeal to the Chair of the Reclassification Council.
- c) within 15 days of receiving the appeal, the Chair of the Reclassification Council shall notify the employee, the Executive Director and the Union, of the date, time and place at which their appeal will be adjudicated.

16.5 Reclassification Council

16.5.1 Authority of the Council

The parties agree to establish and maintain a Reclassification Council which, subject to the other provisions of this Article, will provide an accelerated mechanism for resolving disputes arising from requests for review of classification.

The Council shall have the authority to adjudicate classification disputes between employees and the Employer.

The Council shall direct that one of the following take place in respect of each appeal:

- a) that the appealed position be designated to an existing classification, or
- b) that the classification decision is correct and will be upheld resulting in the appeal being denied, or
- c) that no appropriate classification exists and that a new classification be negotiated to accommodate the appealed position, or
- d) that negotiated amendment of an existing classification specification be undertaken in order to accommodate the appealed position.

Decisions of the Council are final and binding upon the Employer, the Union, and the employee and are not subject to grievance.

16.5.2 Structure of the Council

The Reclassification Council shall be composed of:

- one employee approved by the Union, and
- one employee appointed by the Employer, and
- Chair.

Council representatives shall be chosen from a list of three in-scope employees approved by the Union and three employees appointed by the Employer.

The Chair shall be selected in rotation from a list of names approved by the parties. By mutual agreement the Council may be composed only of the Chair.

Should the Chair or any member of the Council anticipate a personal bias in any appeal placed before the Council, that person shall self-identify and shall request to be replaced.

The parties shall name alternate appointees to act in the place of regular appointees who are unable to serve on the Council, in order to deal promptly and expeditiously with appeals.

16.5.3 Terms of Council Representatives

The representatives to the Council shall be appointed for a period of three years. Appointments shall be staggered so that no more than two appointees are replaced at any one time as per Art. 16.5.2.

The Chair, or any representative to the Council, may be removed, at any time, by mutual agreement between the parties.

16.5.4 Leave for Proceedings

Employee representatives to the Council shall be granted leave with pay as required in order to prepare for and conduct meetings of the Council. Employees, witnesses, and the Union representatives (who are employees of the Employer) appearing before the Council shall be entitled to leave with pay for the purpose of preparation and attending the hearing.

16.5.5 Meetings of the Council

Council representatives and the Council Chair shall determine the schedule of meetings consistent with the volume of appeals and related timelines. All three council members shall be present at every meeting where appropriate.

16.5.6 Procedures of the Council

- a) The Council Chair shall notify the employee, the Executive Director and the Union of the date, time and place of the Council meeting at which the employee's appeal will be adjudicated.
- b) The employee and the Employer representative shall appear at Council meetings concurrently. Either may address written and/or verbal statements to the Council; either may call witnesses, and each shall respond to examination by Council. Either may, through the Council Chair, direct questions or make comments with respect to the information presented. Employees may appear alone or supported by a Union representative.

- c) The Council may request the presence of witnesses who shall provide information as requested.
- d) In the event that an employee who has filed an appeal cannot be present at the meeting of the Council, which will hear the appeal, timelines may, by mutual agreement, be extended in order to accommodate the employee's presence.
- e) In conducting deliberations, the Council shall consider the classification specification and evaluation criteria applicable at the time of the employee's request for review together with evidence presented during the course of the hearings. Council shall consider only the duties and responsibilities of the position at the date of the request for review and shall not consider any changes that may have taken place following the request for review.
- f) Council decisions shall be by consensus wherever possible and majority shall rule in the final decision.
- g) Decisions of the Council shall be issued in writing concurrently to the employee, the Executive Director and the Union.

16.5.7 Records of the Council

The Reclassification Council shall keep a record of all appeals including name of employee, program, date appeal filed, date appeal heard, and Council decisions and shall report annually to the parties.

16.5.8 Costs

The Employer is responsible for all costs, including travel, sustenance, and clerical support associated with the Reclassification Council. This includes all employees and Union representatives providing they all are in the employ of the Employer.

Costs associated with and by the chair shall be shared equally by the parties.

ARTICLE 17 SICK LEAVE AND PRESSING NECESSITY

17.1 Sickness

17.1.1 Definition of Sickness

Sickness shall include sickness within the usual meaning of the term, as well as preventative medical and health treatments, and shall include injury other than accidental injury arising out of, and in the course of employment with the Employer, except as designated in Articles 17.1.2 and 17.1.3 next following.

17.1.2 Advances or Loans - Third Party Liability

If an employee meets with an accident under circumstances entitling him to recover damages from a third party, the Executive Director, instead of paying benefits under this plan, may authorize advances or

loans to such employee to be repaid out of the damages, if any, recovered by the employee from the third party.

17.1.3 Employer Reserves Right to Allow Sickness Benefits

The Employer reserves the right to determine whether an employee shall be allowed sick leave benefits, in whole or in part, when his disabilities are the result of engagement in criminal activities.

17.2 Eligibility for Sick Leave

17.2.1 Under Three Months' Service

Probationary employees with less than three months' service shall be allowed five days of sick leave. This shall be subject to Article 17.2.4.

17.2.2 Over Three Months' Service

Employees with three or more months' service shall, at the beginning of each fiscal year, be credited with 15 working days sick leave with pay in respect of that fiscal year. Such leave shall be earned on the basis of one and one-quarter (1 1/4) days for each completed calendar month of service.

For periods of less than one full calendar month, the amount earned shall be calculated using the formulas: regular hours worked x 0.0647 = earned sick leave credits.

Any unused days of the foregoing amounts shall be accumulated from year to year. Employees shall be entitled to draw on their accumulation to a maximum of 260 consecutive working days per occurrence.

17.2.2.1 Part-time and Term Employees

Part-time and Term employees shall earn and accumulate sick leave on the same basis as the partial month calculation for full-time employees. Notwithstanding the foregoing, employees shall accumulate no more than 120 hours of sick leave credits per fiscal year.

Part-time and term employees with less than 3 months service may be allowed advanced sick leave at the discretion of the Executive Director.

17.2.3 Drawing on Future Sick Leave Benefits

At the discretion of the Executive Director, an employee whose sick leave benefits are exhausted may be permitted to draw on his future credits to a maximum of 30 days. In the event that he separates, dies or retires, any overdrawn amount owing will be recovered. The intent is to deal primarily with instances of prolonged illness or accident, or for use when preceded by an illness which has exhausted earned sick leave, or in any other deserving situation.

17.2.4 Reimbursement of Overdrawn Sick leave Benefits

Where an employee, at the beginning of a fiscal year, is overdrawn on sick leave, one-half of the current year's entitlement (or the amount of the overdraw, whichever is the lesser) shall be applied against the overdrawn amount and the other half shall be available for use during the current year. If any of the latter half remains to the employee's credit at the end of such year, it shall also be applied against any remaining overdrawn sick leave.

17.3 For Pressing Necessity and Family Responsibilities

17.3.1 Subject to Article 17.3.2, leave of absence with pay chargeable to an employee's sick leave credits may be made on the basis of pressing necessity or family responsibilities (to a maximum of five days per fiscal year). Requests to use sick leave credits for this purpose shall be made in writing to the Executive Director.

Leave with pay for pressing necessity or family responsibilities may be granted in response to oral requests provided that a written request shall be submitted after the leave has been granted.

Requests for pressing necessity will be approved to an extent considered fair and reasonable and in accordance with the pressing necessity policy negotiated between the parties, as per Appendix I.

The Employer reserves the right, in exceptional cases, to request evidence from the employee that the leave is for pressing necessity or family responsibilities. An explanation will be provided to the employee where the employee is refused leave under this Article.

17.3.2 An employee who maintains a minimum of 75 days of sick leave credits may be permitted by the Employer to use sick leave credits for pressing necessity or family responsibility purposes.

An employee with less than 75 sick leave credits may be granted up to three days sick leave by the Employer for pressing necessity or family responsibility, cumulative from year to year, until a minimum of 75 sick leave credits have been accumulated.

An employee with less than 75 sick leave credits who requires leave with pay in excess of permitted limits, may be granted an advance to a maximum of three sick leave credits. This advance will be charged against the employee's sick leave credits in the following year.

17.3.3 Employees who are not eligible to charge leave with pay for pressing necessity or family responsibilities to sick leave credits may use time-off-in-lieu, vacation leave, banked hours, or other leave provisions of this Agreement.

17.3.4 Leave of absence without pay may be granted by the Executive Director for reasons of pressing necessity or family responsibilities.

17.4 Sick Leave Benefits for Employees with Previous or Alternate Service

17.4.1 To Last Day of Employment

Sick Leave benefits shall be retroactive to the date on which the employee last entered the service of the Board, subject to Article 12.7 (Benefit Refund), provided that any employee who has returned to the service and has refunded his gratuity, shall have sick leave benefits retroactive to the original date of entry into the service of the Board.

17.4.2 Coming From Boards, Commissions or Crown Corporations

Employees coming from Boards, Commissions or Crown Corporations of the Government of Saskatchewan will be allowed to carry accumulated sick leave with them when employed by the Board providing that he apply for and supply documented proof of this entitlement to the Board.

17.5 Use of Sick Leave Benefits

An employee absent from duty on account of sickness or other pressing necessity must inform the Employer before the hour he is to report for duty. The Employer may deny sick leave to any employee during the hours he was required to call in sick but failed to do so.

The Employer may require an employee in a designated group of employees to call in sick up to one hour before his normal start time where another employee must be called in to replace him.

17.6 Maternity

An employee who has a medically substantiated need to be absent from work for health reasons related to pregnancy either before, on or after the date of delivery, shall be allowed to access accumulated sick leave credits. The employee shall provide the Employer with a medical certificate to substantiate the request.

17.7 Medical Certificate

The Employer may require an employee to provide a doctor's certificate. If the employee's physician charges the employee for producing the certificate, the Employer will pay for it.

17.8 Designated Holiday During Sick Leave

Holidays designated in Article 14 (Designated Holidays) occurring during the period when an employee is on sick leave shall not be charged against the employee's sick leave credits.

17.9 Illness During Vacation Leave

Refer to Article 13.7

- 17.10 Access to Sick Leave when Laid-Off
- 17.10.1 An employee who becomes ill prior to receiving notice of lay-off in accordance with Article 8.6 (Position Abolishment), and whose illness has not ended prior to the date of lay-off, will be able to use his sick leave accumulation up to a maximum of seventy-five days from his date of illness, subject to medical leave verification of the illness. Employees shall not accumulate seniority for time spent on sick leave after the date of lay-off.
- 17.10.2 Subject to Article 17.10.3, an employee who becomes ill after receiving notice of lay-off, and whose illness has not ended prior to the date of lay-off, will be able to use his sick leave accumulation to the date of lay-off.
- 17.10.3 Should the notice of lay-off be given 2 or more calendar months prior to the date of lay-off, the provisions of Article 17.10.1 shall apply.
- 17.11 Sick Leave Earned During Year of Separation
- The amount of an employee's earned sick leave for the fiscal year in which he is separated shall be calculated on the basis of one and one-quarter days for each completed month of service in that fiscal year. For periods of less than one full calendar month the amount earned shall be calculated using the formulas contained in Article 17.2.2.
- 17.12 Exceeding the Sick Leave Benefits
- An employee leaving the service who has been granted more leave for sickness and/or pressing necessity than was due him shall have deducted from any monies owed to him by the Employer an amount calculated on the basis of the number of days over-expended at the rate of salary on separation.
- 17.13 Sick Leave Records
- A record of all unused sick leave will be kept by the Employer. At the close of each fiscal year, each employee shall be entitled to review the records of the Employer and verify that the accumulated sick leave is correct.
- ARTICLE 18 LEAVE OF ABSENCE
- 18.1 Mandatory Leave
- 18.1.1 Definite Leaves of Absence Without Pay
- Upon written application, definite leaves of absence without pay shall be granted for:

- 18.1.1.1 Paternity/Adoption Leave
- 18.1.1.2 An employee who has completed 20 weeks of service, who makes application for leave at least one month in advance of the requested commencement date shall be granted paternity/adoption leave consisting of:
- A period not exceeding 24 months of which at least six weeks fall immediately subsequent to the estimated date of confinement;
- An additional period equal to the period between the estimated date of confinement specified in the medical certificate and the actual date of birth or legal adoption, if the date of birth occurs after the date mentioned in the certificate.
- 18.1.1.3 In the event of complications arising out of pregnancy such that the employee is unable to return to work at the expiry of an approved leave of absence, she will receive payment of normal salary from accumulated sick leave benefits.
- 18.1.1.4 Where the pregnancy of an employee or the requirements of post-natal care would interfere with the performance of her duties, and no opportunity exists to modify her duties or re-assign her to another job with no loss of wages, the Executive Director may require the employee to take a period of leave not to exceed two months immediately prior to the estimated confinement date or two months immediately subsequent to the date of birth, or legal adoption as the case may be.
- 18.1.1.5 Upon reasonable notice, an employee granted leave shall be entitled to return from such leave in advance of the date to which the leave was granted.
- 18.1.2 Maternity Leave and Maternity Leave Top Up
- 18.1.2.1 An employee shall not be dismissed or laid off solely because she is pregnant or has applied for maternity leave.
- 18.1.2.2 An employee who has completed 20 weeks of service and who makes application for maternity leave at least one month in advance of the requested commencement date shall be granted leave without pay for up to six months. The leave may begin not more than six weeks preceding the estimated date of birth and end not later than six months following the actual date of birth.
- 18.1.2.3 The employer agrees to provide employees on Maternity Leave with a top-up of Employment Insurance Maternity Leave Benefits to 95% of regular salary for the first seventeen weeks of Employment Insurance Maternity Leave Benefits. The seventeen week period will include the two week waiting period.

Employees receiving maternity leave top-up will be required to sign a promissory note for a return service commitment for the same number of weeks that top-up is received.

18.1.3 Leave of Absence for Prolonged

An employee suffering prolonged illness shall, on application, be granted definite leave of absence for a period of up to one year when all sick leave credits have been expended.

An extension of up to one year of definite leave shall be granted if the Employer is reasonably assured that the employee will be fit for duty within that time frame.

An employee shall provide at least 30 days notice prior to returning to employment from such definite leave of absence.

An employee suffering prolonged illness who requires leave further to that granted above shall be granted indefinite leave.

Upon conclusion of the indefinite leave the employee shall have his name placed on the employment list, Article 8.12 (Placing Names on Employment List).

18.1.4 Medical Donor Leave

An employee will be granted time off with pay not charged to sick leave to donate an organ or bone marrow to a member of the employee's immediate family. The employee shall be granted leave with pay for the period required for the donation and recuperation as approved by a medical physician, to a maximum of 20 working days.

18.1.5 Leave of Absence for Union Business

18.1.5.1 With Pay

The Employer agrees that employees will periodically require leave of absence for Union business.

The parties recognize that Union leave is integral to harmonious relations and of benefit to both parties.

Definite leave of absence with pay shall be granted (subject to reimbursement in accordance with Article 18.1.6 to attend to Union business provided that:

- a) The employee is authorized by the Union in writing to request such leave.
- b) The employee requests in writing leave for Union business as authorized by the Union. Oral notice is acceptable in unusual circumstances, but must be followed up by a written request.
- c) The request for Union leave is made on such form or forms as agreed by the parties from time to time.

- d) It shall not unreasonably interfere with the operation of the Employer and it shall not be unreasonably withheld, and
- e) Except in unusual circumstances, the Union agrees to provide 48 hours' notice of requests for Union leave, and will endeavor to provide as much notice as possible.

The following provisions shall apply to such leaves:

- a) The Employer will continue to provide the regular earnings and make all normal deductions during such leave. Employees shall continue to accumulate and be entitled to access all benefits and seniority rights under this Agreement during such leave subject to the normal rules of usage.
- b) For the purpose of determining overtime entitlement, approved leave of absence with pay for Union business shall be credited as hours worked, subject to the following:

For field employees - approved leave to a daily maximum of eight hours reduced by any hours actually worked on that day.

For office employees - approved leave to a maximum of the normal daily hours for such employee reduced by any hours actually worked on that day.

18.1.6

Union to Reimburse the Employer

The Union will reimburse the Employer for the full cost of the earnings of the employee on leave, including the Employer's cost of benefits as follows:

- a) For the first 30 consecutive calendar days or less:
 - designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday).
- b) For the next 60 consecutive calendar days or less:
 - designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday)
 - Employment Insurance
 - Canada Pension Plan
 - vacation leave, and
 - superannuation.
- c) For leave in excess of 90 consecutive calendar days:
 - designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday)
 - Employment Insurance
 - Canada Pension Plan
 - vacation leave
 - superannuation, and
 - sick leave accumulation.

18.1.7 Reinstatement from Paid Union Leave

Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice, prior to the expiration date of the approved leave, provided that such return will not result in additional cost to the Employer.

18.2 Discretionary Leave

Leaves of absence are intended to provide employment security for employees while meeting the needs of the Employer.

When considering an application for a leave of absence, the following principles shall be applied consistently and fairly:

1. beneficial to the employee and organization;
2. used responsibly and in the public interest;
3. support the objectives of delivering quality services.

Requests for leave must be submitted in writing.

18.2.1 Definite Leaves Without Pay

Definite leave is leave of a specified duration of up to two years.

Providing satisfactory arrangements can be made for the performance of an employee's work, definite leave of absence without pay may be granted for valid reasons to any employee by the Employer.

The employee's request and the Employer's response shall be in writing. Requests for such leave shall be made one month in advance of the commencement date, except in unavoidable circumstances.

An employee who has been granted definite leave may make an additional application for a period of leave consecutive with the first period. The total shall not exceed two years.

18.2.1.1 Employee Accompanying Spouse

Upon the transfer of her spouse, a permanent employee may upon request be granted up to 12 months definite leave. Renewals, and other conditions of this leave, will be in accordance with Article 18.6 (Indefinite Leave).

18.2.1.2 Caregiving Leave

An employee may be entitled to a definite leave of absence to care for her child, children, spouse, parents or sibling for a maximum of 12 months without pay when she requests such leave for good and sufficient cause. Such requests shall be in writing. Approval shall not be withheld unreasonably.

18.2.1.3 On Involuntary Transfer – Transfer Not Accepted

If an employee is being involuntarily transferred and he does not accept the transfer, a leave of absence without pay may be granted for a period of up to 1 year.

During the period of leave, the employee shall only have rights to apply for positions. If the employee has not been successful in obtaining alternate employment with the Board by the end of the leave, he will be deemed to have resigned. If the leave is granted, the Employer may permanently staff the position.

18.2.1.4 Jury Duty

Time spent on a scheduled working day by an employee required to serve as a juror shall be considered as time worked at the appropriate rate of pay, less any payment received from the courts.

18.2.1.5 Secondment

Where the Saskatchewan Arts Board and a third party enter into an agreement to create a secondment position and an employee of the Board accepts the secondment, this employee remains an employee of the Board with all rights and benefits provided under this Collective Bargaining Agreement. The Board shall be responsible for salary continuance.

At the conclusion of the secondment, the employee shall be reinstated in her former position.

Employees hired to backfill the vacancy created by the secondment shall be hired on a permanent basis subject to Article 5 (Appointments). With the exception of Article 8.6.1, upon return of the seconded employee, the backfill employee shall be displaced and shall be given the options as per Article 8.6 Position Abolishment.

18.2.1.6 Indefinite Leave of Absence Without Pay

Full-time and Part-Time Employees may, for valid reasons, be granted indefinite leave of absence without pay by the Employer. Employees affected by job abolition shall be granted an indefinite leave of absence without pay upon written request by the employee.

An employee on indefinite leave of absence shall be required to apply for extensions annually giving proof that the original conditions under which the leave was granted still prevail.

An employee on indefinite leave of absence without pay shall, upon conclusion of the leave, have his name placed on the employment list.

18.3 Non-Discrimination

The Employer shall not dismiss or lay off an employee because she or he has applied for leave in accordance with Articles 18.1 (Mandatory Leave) or 18.2 (Discretionary Leave).

18.4 Maintenance of Insured Benefits During Definite Leave

During any period of definite leave, and subject to the qualifying provisions of the benefits plans, an employee may elect to maintain insurance benefits for the period she would otherwise have worked, by paying the entire premium.

18.5 Reinstatement from Definite Leave

18.5.1 An employee granted definite leave of absence without pay shall, at the end of the period for which the leave was granted or at such earlier date as may be agreed upon by the Employer, be reinstated in her former position.

18.5.2 If the position of a permanent employee was abolished during her absence she shall be subject to the lay-off provisions, under Article 8 (Job Abolishment and Lay-Off), applicable had she been occupying the position at the time of its abolition.

18.5.3 If an employee's position was reclassified upward during her absence, she shall be subject to the provisions applicable, under Article 16 (Reclassification), had she been occupying the position at the time of its reclassification.

18.5.4 If the position was reclassified laterally or downward during the employee's absence, she shall elect one of the following alternatives:

- a) the application of the lay-off provisions, or
- b) to be retained in the re-classified position provided she has the minimum qualifications.

18.6 Employer to Provide Information

Subject to written authorization from the employee, the Employer shall make available information it may have which would facilitate the application of an employee who is ill, injured, or disabled for any benefit or payment to which the employee is lawfully entitled.

18.7 Benefits Earned While on Leave of Absence Without Pay, Deferred Salary Leave (Appendix K) or Layoff

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

- a) For the first 30 days consecutive calendar days or less of leave:
 - all benefits except any designated holidays which fall in the period of leave.
- b) For the period of leave from 31 to 90 consecutive calendar days:
 - sick leave
 - seniority, and
 - increment benefits only.
- c) For the period of leave in excess of 90 consecutive calendar days:
 - increments in accordance with Article 11.5
 - seniority for the full period of a mandatory definite leave and caregiver leave, only.

18.7.2 The benefits provided under this Article shall apply only if an employee returns to work at the expiry of his leave.

18.8 Without Pay - When Elected or Hired to Union Position

An employee who is elected or appointed to a full-time position in any of the bodies to which the Union is affiliated or accepts a paid staff position with the Union may be granted definite or indefinite leave without pay in accordance with Articles 18.1.1 (Definite Leave) or 18.2.1.6 (Indefinite Leave) whichever is applicable. During such leave the application of benefits shall be in accordance with Article 18.7 (Benefits Earned) excepting that an employee shall continue to earn seniority under this Agreement for a period of up to two years.

ARTICLE 19 DISCIPLINE, SUSPENSION AND DISMISSAL

19.1 Preamble

Both parties agree that every effort shall be made through discussion and consultation in an attempt to resolve problems with respect to employee performance prior to the initiation of disciplinary action.

The Employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.

In the event the Employer initiates disciplinary action against an employee, except in cases of serious misconduct, the practice of progressive discipline will take place as follows:

19.2 Right to Have a Union Representative

Where the Employer intends to interview an employee for disciplinary purposes, the employee shall be so notified in advance of the purpose of the interview. A Union representative shall be present at any reprimand or level of discipline.

19.3 Verbal Reprimand

The Executive Director will verbally outline to the employee any reasons for the reprimand, how he should correct his work or conduct, an action plan, a timeframe for correction and what will happen if he fails to do so. There is no official record of a verbal reprimand.

19.4 Letter of Reprimand

If the employee displays no positive response to the verbal reprimand, the Executive Director shall reprimand that employee by means of a letter of reprimand to the employee within 30 calendar days of the event of the complaint. A copy shall be sent concurrently to the Union office. Such letters shall become part of the employee's record.

19.5 Suspension

If at the completion of the action plan there is still no positive response from the employee, he will be given written notice of suspension by the Executive Director and the reasons for it in the notice. The days of suspension with or without pay shall be included in the notice. A copy of the suspension notice shall be sent concurrently to the Union office.

19.6 Dismissal

An employee shall not be dismissed or receive involuntary demotion without good and sufficient cause to be stated in writing in the dismissal or involuntary demotion notice. Dismissal shall be effected by the Executive Director. Any employee who is dismissed, except in cases of misconduct, will be entitled to notice or pay in lieu of such notice as follows:

- one week if without seniority
- four weeks if permanent but less than five years service
- six weeks if five years service but less than 10 years
- eight weeks for employees with 10 or more years of service.

Such pay shall be in addition to the payment in lieu of earned vacation leave. Earned vacation leave due an employee shall not be used as any part of the period of notice above.

A copy of the dismissal notice shall be sent concurrently to the Union office.

Or;

Involuntary Demotion

Thirty calendar days notice shall be given to an employee who is to be demoted involuntarily. Such notice shall be given to the employee in writing and shall set out in detail the reasons. A copy of this notice shall be supplied concurrently to the Union.

19.7 Burden of Proof

In all cases of discipline and demotion, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the original notice given to the employee.

19.8 Records of Employees

Employees shall have the right to review their personnel file. Employees have the right to have their written response to disciplinary action placed on their personnel file. A Union representative, with the written authorization of the employee and with reasonable notice to the Employer, shall have access to the file.

Records of disciplinary action on an employee's personnel file shall be removed from the file after 24 months, unless there are disciplinary documents of equal or greater severity placed on the employee's file within that period. If the employer requests that documents remain more than 24 months and the Union disagrees, the matter shall be referred to expedited arbitration.

An employee may make written request to the Executive Director to have disciplinary documents removed from their file after one year. The onus will be on the employee to provide adequate reasons to have the documents removed. When such documents are removed, they shall be returned to the employee or to the Union.

19.9 Notice of Resignation by Employee

Employees shall give the same notice of resignation as that provided in **Article 19.6 (Dismissal) regarding notice of dismissal, with required notice not to exceed four weeks.** An employee who fails to give such notice shall be struck from the payroll effective the date she absents herself without leave. The provisions of this clause may be waived by the Employer.

ARTICLE 20 GRIEVANCE PROCEDURE

20.1 Preamble

The Employer and the Union recognize the value of regular (and when advisable, prior) consultation in managing a changing work environment and the people who contribute to its success.

It is understood that before a grievance is submitted, the steward or Union should attempt to resolve the dispute through discussion with the Executive Director, and the parties should make an earnest effort to solve problems before they reach the grievance stage.

20.2 Definition of a Grievance

A grievance shall be defined as any difference or dispute between the Employer and the Union on behalf of any employee(s), or any difference or dispute between the Employer and the Union.

The Employer shall receive a grievance only when it is submitted in writing on the SGEU Grievance Claim Form by an authorized Union steward or by a paid SGEU Staff Representative.

20.3 Access to Grievance Procedure

With the exception of a grievance which relates to a termination of employment, access to the grievance procedure is limited to an employee who, at the date of initiating the grievance, is an employee within the scope of this Agreement.

20.4 Permission to Leave Work

Any employee who feels that she may have a grievance, or any employee with relevant grievance information, shall receive permission from her supervisor to leave work temporarily, without loss of pay, in order to discuss the complaint with the appropriate Union representative.

Any steward shall be granted permission to leave work temporarily without loss in pay in order to discuss those matters covered by the grievance procedure.

If it is impossible for the employee or steward to leave work immediately due to work requirements, other arrangements shall be made on work time as soon as possible.

20.5 Grievance Procedure

20.5.1 A grievance shall be deemed to have been initiated on the date a written statement of grievance is received by the Executive Director. A grievance to be accepted must be initiated within sixty (60) calendar days from the date on which the employee(s) first became aware of the alleged infraction. Notwithstanding, the sixty (60) calendar day time limit shall not apply to those items included in the agreement where the Board has allegedly failed to apply a specified benefit, e.g. vacation leave, sick leave, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction first occurred. The effective date of any necessary retroactive pay adjustments will be the date on which the infraction first occurred.

20.5.2 Every effort should be made to resolve problems through dialogue with the employer, the steward and the member(s) involved prior to going to grievance. The parties agree to ensure full explanation of issues during initial discussions.

The parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the grievance.

20.5.3

An earnest effort shall be made to settle grievances as fairly and promptly as possible in the following manner:

Step 1

The grievance shall be submitted in writing by a shop steward or by the Union on behalf of the aggrieved to the Executive Director. The Executive Director shall render a decision in writing within 10 calendar days of meeting at Step 1.

Step 2

Failing satisfactory settlement of the grievance at Step 1, the Union may refer the grievance to arbitration by writing the Executive Director within 14 calendar days of receiving his written response at Step 1.

The time limits above may be extended by mutual agreement between the parties.

The grievor(s) and steward shall receive leave with pay to attend grievance meetings with the Employer. It is agreed that any member(s) of the paid staff of the Union may provide assistance through the course of the grievance procedure.

20.6

Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representatives shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee unless a Union representative is present.

20.7

Union May File Grievance

The Union may file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement.

20.8

Failure to Act Within Time Limits

If the Union fails to file a grievance or fails to advance a grievance to the next step in the grievance procedure within the time limits specified above, it shall not be deemed to have abandoned its position on the grievance.

Where a party's failure to act within the time limits prejudices the other party's position, the latter party may require the other to show a justifiable reason for its failure to adhere to such time limits.

ARTICLE 21 ARBITRATION

21.1 Selection of an Arbitrator

The parties will reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have an arbitrator appointed.

21.2 Expedited Arbitration and Mediation Process

21.2.1

The parties shall meet as required to review outstanding grievances filed with the Employer to determine, by mutual agreement, those grievances suitable for Expedited Arbitration and/or Mediation, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.

21.2.2

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances arising as a result of:

- a) dismissals/demotions
- b) failure on probation
- c) suspensions in excess of 10 work days
- d) policy grievances
- e) grievances requiring substantial interpretation of a provision of the Collective Agreement
- f) grievances requiring presentation of extrinsic evidence
- g) grievances where a party intends to raise a preliminary objection

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process, but either party may remove it from the expedited arbitration process at any time prior to hearing and forward it to a regular arbitration hearing.

21.2.3

The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

21.2.4

Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

21.2.5

All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

21.2.6

No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use employees of its Management.

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

21.2.8 The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

21.2.9 The expedited arbitrator shall have the same powers and authority as established under the provisions of Articles 21.1 through 21.5, excepting Art. 21.4.1.

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

21.2.11 Procedure Guidelines

The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator

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

The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the provisions of the Collective Agreement be canvassed by the representatives to ensure that all relevant clauses are put before the arbitrator.

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

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

21.3 Arbitration Procedure

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

- 21.3.2 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.
- 21.3.3 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.
- 21.3.4 If, without good cause shown, any party to a proceeding before an Arbitrator fails to attend or be represented, the Arbitrator may proceed as if the party had duly attended or been represented.
- 21.3.5 In the event that an employee is called as a witness in an arbitration hearing, the Employer shall grant leave and expenses which shall be applicable as follows:
- a) if called by the Employer, leave without loss of pay and expenses paid by the Employer
 - b) if called by the Union, leave in accordance with Article 18.1.5 (Leave of Absence for Union Business), and expenses paid by the Union
 - c) if called by the arbitrator, the parties shall share equally the costs.
- 21.4 Decision of the Arbitrator
- 21.4.1 The arbitrator shall render a decision within 15 days of the end of the hearings.
- 21.4.2 The decision shall be final, binding and enforceable on all parties.
- 21.4.3 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 the arbitrator deems just and equitable.
- 21.4.4 Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.
- 21.5 Expenses of the Arbitrator
- The fees and expenses of the arbitrator and any other common expenses shall be shared equally by both parties.
- 21.6 The proceedings of an Arbitration shall be completed within one (1) year of the appointment of the Arbitrator.

ARTICLE 22 WORKERS' COMPENSATION

22.1.1 Workers' Compensation

When any 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 Workers' Compensation Act, 1979*, the following provisions shall apply.

22.1.2 Requirement to Apply for Long Term Disability (LTD)

An employee who has been in receipt of Workers' Compensation Benefits for a period of ninety (90) or more calendar days shall make application for the SGEU Long Term Disability Plan.

22.2 Normal Earnings Maintained for First Year

From and including the date of injury until not more than one year from the date of injury, the employee shall receive her normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee.

The total compensation received by an employee shall not exceed normal earnings. Part-time and term employees' normal earnings shall be the average of her last four pay periods. Proof of disability will be required before such payments are made.

22.3 Sick Leave Top-up for Second Year

After one year from the date of injury to not more than two years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive her normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee. The difference between the employee's normal earnings and the benefits payable from Workers' Compensation will be charged against the employee's available sick leave credits.

The total compensation received by an employee shall not exceed normal earnings. Part-time and term employees' normal earnings shall be the average of her last four pay periods. Proof of disability will be required before such payments are made.

After two years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive payments directly from the Worker's Compensation Board only.

22.4 Employee Status and Benefits

From and including the day of injury until not more than two years from the date of injury or the employee's sick leave credits are exhausted, whichever occurs first, the employee shall be deemed to be an active employee and earn all benefits.

Notwithstanding the foregoing, an employee who is being paid on the basis of this Article shall be entitled to carry forward any unused vacation leave up to and including the full entitlement for the month of the injury, until she returns to work, but she shall not earn any vacation leave credits.

22.5 Indefinite Leave After Two Years or When Sick Leave Runs Out

After two years from the date of injury or when her sick leave credits are exhausted, whichever occurs first, the employee shall receive an indefinite leave of absence and earn benefits in accordance with Article 18.7. She shall be paid out any outstanding vacation leave credits; any-over expenditure of vacation leave credits shall not be recovered.

22.6 Return to Work

When an employee is fit to return to work and her leave has been for less than two years, she shall return to her former position if she is able. If she is not able to return to her former or equivalent position, Article 22.7 (Rehabilitation Committee) shall apply.

When any employee is fit to return to work from indefinite leave granted under this Article, the parties will meet to determine a suitable position and/or re-employment plan.

The Employer may require a statement of medical fitness.

This Article shall also apply to employees returning to work after the conclusion of leave granted under Article 17.1.3 (Leave of Absence for Prolonged Illness).

22.7 Rehabilitation Committee

If an employee incurs a disability which prevents resumption of work in the occupation held prior to the injury, and such employee is capable of carrying out other duties, the Employer and Union may mutually arrange the establishment of such employee in a position suitable to the circumstances, having at all time in mind the obligations of the Employer and Union to other employees at the Board within the scope of this agreement.

A joint committee of the employer and the Union shall be formed to deal with such cases and shall be known as the "rehabilitation committee." Representation shall be on an equal basis as decided between the parties.

ARTICLE 23 OCCUPATIONAL HEALTH AND SAFETY

23.1 Joint Employer-Employee Committees

Joint Employer-employee Occupational Health Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two and not more than 12 members. At least one half of the committee members shall be employees elected or appointed by the Union members or the Union, and each committee shall have Employer and employee co-chairpersons, as appointed by their respective parties.

23.2 Health and Safety Orientation and Instruction

The Employer agrees to acquaint all employees in the hazards of the workplace and its equipment and work processes, and to train all employees in proper and safe work practices, during working hours.

23.3 First Aid

Adequate first aid supplies (based on Workers' Compensation Board recommendations) shall be provided at all Employer work sites and for all Employer-supplied vehicles. The Employer will provide and properly maintain a medical aid log book at each first aid station.

The Employer shall make provision for training for first aid, based upon the recommendations of the Occupational Health Committee.

The Employer will supply winter survival kits acceptable to the Saskatchewan Safety Council for use in Employer-supplied vehicles for out-of-city work assignment.

23.4 Protective Clothing and Equipment

Any necessary clothing and personal protective equipment will be provided by the Employer at the Employer's expense.

23.5 Working Alone

Where any worker works in relative isolation, the Employer shall provide an effective means of checking on the well-being of the worker at intervals that are appropriate in the circumstances.

23.6 Occupational Health Committee

23.6.1 The Occupational Health Committee shall have a continuing concern with respect to the health and safety of workers at the workplace. The committee shall meet not less than quarterly. The committee shall receive, consider and recommend solutions respecting health and safety concerns at the workplace. Committee members shall be given reasonable opportunity during regular working hours to deal with such concerns.

- 23.6.2 Quorum at each committee meeting will be satisfied if at least half of its members are present, and if at least half of those members present are worker representatives.
- 23.6.3 The Employer will consider as hours worked, all time spent by committee members at committee meetings, conducting business authorized by the committee, and reporting to employees on the progress of the committee's work. Such hours worked will be subject to the hours of work provisions of Article 10 (Hours of Work and Overtime).
- 23.7 Committee Minutes
- Every committee meeting will be recorded in its official minutes, copies of which will be posted in each workplace on a bulletin board which is for the exclusive use of the committee, with copies promptly forwarded to the Employer, the Chief Steward, and Saskatchewan Labour. All committee minutes will be kept with other committee records and correspondence, and shall be available for inspection by any employee, the Employer, and the Union.
- 23.8 Workplace Inspections
- The committee shall conduct workplace inspections at intervals it deems advisable, and shall notify the Employer in writing of any unsafe conditions found. The Employer shall promptly undertake suitable corrective measures, and will report in writing to the committee of the action he has taken.
- 23.9 Committee Investigations
- Each committee shall promptly investigate all fatalities and serious injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the Employer and the Chief Steward and Saskatchewan Labour.
- 23.10 Right to Refuse
- 23.10.1 Every employee through consultation with his steward, has the right to refuse work which he feels is dangerous, provided that prior to such refusal, he has informed his supervisor and the worker committee co-chairperson of his opinion.
- 23.10.2 The committee shall promptly investigate each refusal and, if it is able, make a decision on whether such refusal was warranted. If such action was warranted, the committee will notify the Employer of any unsafe condition(s), and the Employer will undertake suitable corrective measures, and report in writing to the committee of action he has taken. If the committee is of the unanimous opinion that the worker's refusal was unwarranted, the committee will meet with the worker(s) affected, and report to him or them the reasons for its decision. Should the employee continue to refuse, the matter shall be referred to Saskatchewan Labour.

- 23.10.3 The Employer shall not re-assign disputed work to another worker until the committee's investigation has concluded that the work is safe.
- 23.10.4 If the Employer takes action against any worker (such as discipline, demotion, transfer, etc.), such action will be considered to be discriminatory unless the Employer shows good and sufficient other reason for taking such action.
- Temporary assignment to alternative work at no loss in pay or benefits during the worker's refusal will not be considered as discriminatory action.
- 23.11 Occupational Health Committee Training
- Subject to reasonable notice being given, all members or alternates of a committee may receive up to five days leave with pay, per year, to attend occupational health and safety training courses or seminars conducted by or approved by the Employer or Saskatchewan Labour.
- 23.12 Video Display Terminals
- 23.12.1 Periods of Operation
- Where the work demands constant and uninterrupted concentration on the screen by the operator, the employer will allow the operator 5 minutes of non-visual display unit work after one hour of operation and 15 minutes of non-visual display unit work after every 2 hours of operation. The non-visual display unit work shall take the form of a rotation of job task or may coincide with regular breaks.
- 23.12.2 Eye Examinations
- The employer will provide the employee with a reasonable period of paid leave for an eye examination on an annual basis which may take place at the commencement of employment.
- 23.12.3 Employees are encouraged to consult an optometrist if they experience recurring vision problems, if they are over 45 years of age or if they wear prescription glasses/contact lenses in order to ensure the glasses/lenses are appropriate for working on a VDT.
- 23.12.4 On request, the Employer will transfer a pregnant employee off a video display terminal where there is a position vacant or unencumbered for which the employee is qualified. Where it is not possible, the employee shall be granted definite leave.
- 23.13 Provision of Information
- 23.13.1 The Employer shall regularly provide the Union with statistical information on all occupational injuries and illnesses sustained by all employees, as reported to the Workers' Compensation Board.

- 23.13.2 The Employer will notify the committee and the Union when the Employer becomes aware of
- any Notice of Contravention it receives, and will notify both of the progress the Employer is making towards remedying such Notice of Contravention,
 - any fatality or serious injury sustained by any employee,
 - any dangerous occurrence that could have caused injury to any worker.
- 23.13.3 The Employer will notify the Union when the Employer conducts or has conducted for it any investigation or study
- of the workplace where it may have a bearing on any occupational health and safety matter that may affect employees,
 - of any accident or injury or dangerous occurrence,
- and the Employer shall promptly furnish the Union with a copy of all interim and final reports prepared as a result of such investigation(s).
- 23.13.4 The Employer will provide to the Union any report the Employer receives from a third party that has any bearing on any occupational health and safety matter that may affect employees.

ARTICLE 24 HARASSMENT

24.1 Statement of Agreement by the Parties

To create a harassment-free workplace, the parties are committed to the joint development of proactive programs to attempt to eliminate harassment. The parties further agree harassment in the workplace will not be tolerated. All employees are encouraged to use this policy prior to involving outside agencies. This process will abide by the principles of fundamental justice and will not infringe on the *Canadian Charter of Rights and Freedoms* or other applicable statutes.

24.2 Definition of Harassment

Harassment is defined as any unwelcome or unwanted action by any person against another. It can be non-verbal, verbal or physical action or display of materials of a sexual or non-sexual nature, on a single or repeated basis, which humiliates, insults, degrades, threatens or intimidates.

"Unwelcome or "unwanted" in this context means any actions which the harasser knows, or reasonably ought to know, are not desired by the victim of harassment.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control. Lack of intent on the part of the harasser is not a defence. The impact of the behaviour on the recipient is of primary significance.

Harassment is not bona fide work-related interaction such as work assignment, performance feedback, counselling or disciplinary action, nor is it normal social contact between people based on a position of equality or mutual consent.

24.3 Roles of the Parties

The Union will:

- a) recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- b) not condone or tolerate any harassment.
- c) support and encourage its members to speak out and confront harassers.

The Employer will:

- a) attempt to provide a workplace free of harassment.
- b) recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behaviour. The Employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment.
- c) ensure that every employee is aware that the workplace is to be free of harassment.
- d) provide training to all employees pertaining to harassment in the workplace, **at least every three years.**

24.4 Complaints Procedure

24.4.1 Obligation

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation or repercussions after reporting incidents, including any subsequent investigation. Protection may also be appropriate when effecting the final decision on the complaint.

24.4.2 Procedure for Handling Harassment Complaints

- a) All complaints of harassment shall be covered by this Article and dealt with in a serious manner.
- b) Leave without loss of pay for employees shall be allowed by the Employer for any proceedings under this Article.

- c) All proceedings under this Article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d) No information relating to the alleged harasser's or the complainant's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Article unless directly related to the incident in question.
- e) In the event that the alleged harasser and the complainant are members of the Union, the Employer agrees to allow each their right to Union representation.

24.4.3 Step 1 (Informal)

- a) Any complaint may be lodged in confidence with a Union or management official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the other party and together they will notify the alleged harasser of the complaint.
- b) The complaint shall be investigated by the two parties in confidence and an honest attempt will be made to achieve resolution.
- c) If a satisfactory resolution is achieved, the process ends here.
- d) If no satisfactory resolution is achieved, then Step 2 is implemented.

24.4.4 Step 2 (Formal)

- a) A formal complaint shall be submitted concurrently in writing to the Executive Director and to the Union.
- b) Upon receipt of the signed written complaint, the Executive Director shall
 - i) determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate workplace,
 - ii) advise the alleged harasser of the full details and scope of the complaint, name of accuser, and
 - iii) set up a board within five calendar days to investigate the complaint.

The board shall consist of one Union representative, one Employer representative and an independent chairperson. The chairperson is to be selected by rotation from an agreed to list as established by negotiations or may be a different person who is mutually agreed to. (No representative on the board shall be from the work unit where the incident is alleged to have occurred.) The parties to this Agreement may mutually agree to the board being established as a single chairperson. In this event, the board will be considered to be duly established and have the same authority as that of a three-person board.

The Employer shall pay the fees and expenses of the chairperson and other common expenses of the board.

- c) It is agreed that as a general principle the alleged harasser be the one removed from the immediate assigned work area. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- d) An opportunity will be provided for all affected parties to be heard, in whatever manner is deemed appropriate by the board.
- e) A response containing a decision and recommendations will be submitted in writing within 20 days to the Union chairperson and Executive Director. This time limit may be extended by mutual agreement of the Union chairperson and Executive Director.
- f) The three person investigative board shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the Employer appropriate action, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation. The board shall have the authority to determine whether a complaint is frivolous or vindictive and to recommend the appropriate course of action in such cases.
- g) As this process for resolution of a complaint is similar to the grievance procedure, a complainant is precluded from using the grievance procedure in cases of a complaint of harassment.

NOTE: Confidentiality shall not preclude one's ability to investigate or accumulate information regarding any case investigated under this Article.

ARTICLE 25 BENEFITS PLANS

25.1 Employee Benefits

During the life of this Agreement, the Employer will provide the following benefits plans in accordance with the respective policies, as amended from time to time:

25.2 Group Life Insurance

The Employer is a participating employer in the Public Service Group Life Insurance Plan on behalf of all eligible employees as determined by the terms of the Plan. The Employer agrees that its share in the costs of the Plan inclusive of any EI rebate that would otherwise be payable to the employee will be the first \$25,000 of insurance for each covered employee. This amount will satisfy the full rebate amount due to employees from Employment Insurance.

25.3 Dental Plan

The Employer will fully fund all employees' participation in the Dental Plan.

25.4 Health Plan

The parties agreed to provide a Health Care Plan, paid for at an annual rate of 1.47% of gross wages, effective December 1, 2007.

25.5 Health Fund

This fund is a restricted fund reserved to protect benefits of the Health Plan in the face of unanticipated premium increase and is subject to joint Management/Union approval on its deployment. Effective October 1, 2007, the employer will make a one-time contribution to the Arts Board Employees Health fund of \$5,000.00, increasing its balance to \$17,000.00 on October 1, 2007. In the event of restructuring or dissolution of the employer, any surplus in the Fund will be paid out to affected staff or transferred to their new health plan.

25.6 Pension Plan

The Employer and the employees will continue to participate in the Public Employees Superannuation Plan ("new" plan) and the Public Service Superannuation Plan ("old" plan). **The Employer will contribute 6.45% increasing to 7% effective October 1, 2007 and employees will contribute 5.38% increasing to 5.84% effective October 1, 2007 to the Public Employees Superannuation Plan.**

25.7 Employee Assistance Program

The Employer agrees to offer an Employee Assistance Program (EAP) to its employees to enable employees to **confidential access** to receive confidential counselling, treatment or other assistance for personal problems. **Please refer to Appendix L for list of current counsellors.**

ARTICLE 26 TERMS OF AGREEMENT

26.1 Duration

This term of this Agreement shall be from **October 1, 2006 to September 30, 2009.**

26.2 Notice to Renegotiate

Either party may, not less than 30 days nor more than 60 days prior to the expiry date of this Agreement, give notice in writing to the other party to renegotiate a revision thereof. Both parties shall adhere to the terms of this Agreement during collective bargaining.

At the commencement of negotiations, each party shall provide the other with its proposals to amend the Agreement, and neither party may later add new proposals without the other's consent.

26.3 Agreement to Continue in Force

Where written notice has been given pursuant to Article 26.2 (Notice to Renegotiate), the provisions of this Agreement will remain in effect until a new Agreement is concluded.

26.4 Changes in Agreement

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

26.5 Changes to the Agreement

Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedure.

SCHEDULE A

Effective October 1, 2006

Pay Schedule: Hourly

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$12.81	\$13.32	\$13.85	\$14.41	\$14.99
2	175	249	\$14.01	\$14.57	\$15.16	\$15.76	\$16.39
3	250	324	\$15.73	\$16.36	\$17.02	\$17.71	\$18.41
4	325	399	\$16.78	\$17.45	\$18.14	\$18.87	\$19.63
5	400	474	\$18.36	\$19.09	\$19.85	\$20.65	\$21.48
6	475	549	\$20.09	\$20.89	\$21.72	\$22.60	\$23.50
7	550	624	\$21.98	\$22.85	\$23.77	\$24.72	\$25.71
8	625	699	\$24.05	\$25.01	\$26.01	\$27.05	\$28.14
9	700	774	\$25.54	\$27.61	\$28.71	\$29.86	\$31.06
10	775	849	\$28.79	\$29.94	\$31.13	\$32.38	\$33.69

Pay Schedule: Monthly [Office]

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$1,998.08	\$2,078.00	\$2,161.25	\$2,247.83	\$2,337.75
2	175	249	\$2,186.23	\$2,272.81	\$2,364.39	\$2,459.30	\$2,557.54
3	250	324	\$2,454.30	\$2,552.54	\$2,655.77	\$2,762.34	\$2,872.23
4	325	399	\$2,617.48	\$2,722.38	\$2,830.61	\$2,943.83	\$3,062.05
5	400	474	\$2,863.91	\$2,978.80	\$3,097.02	\$3,221.90	\$3,350.11
6	475	549	\$3,133.65	\$3,258.53	\$3,388.40	\$3,524.94	\$3,666.47
7	550	624	\$3,428.36	\$3,564.90	\$3,708.09	\$3,856.28	\$4,011.14
8	625	699	\$3,751.39	\$3,901.24	\$4,057.76	\$4,219.27	\$4,389.10
9	700	774	\$4,141.01	\$4,307.52	\$4,479.02	\$4,658.85	\$4,845.33
10	775	849	\$4,490.67	\$4,670.50	\$4,856.99	\$5,051.80	\$5,254.94

Pay Schedule: Monthly [Field]

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$2,071.89	\$2,154.77	\$2,241.10	\$2,330.88	\$2,424.11
2	175	249	\$2,267.00	\$2,356.78	\$2,451.74	\$2,550.15	\$2,652.02
3	250	324	\$2,544.98	\$2,646.84	\$2,753.89	\$2,864.39	\$2,978.35
4	325	399	\$2,714.18	\$2,822.95	\$2,935.18	\$3,052.59	\$3,175.18
5	400	474	\$2,969.71	\$3,088.85	\$3,211.43	\$3,340.93	\$3,473.87
6	475	549	\$3,249.42	\$3,378.91	\$3,513.58	\$3,655.16	\$3,801.92
7	550	624	\$3,555.02	\$3,696.60	\$3,845.09	\$3,998.75	\$4,159.32
8	625	699	\$3,889.98	\$4,045.37	\$4,207.67	\$4,375.15	\$4,551.26
9	700	774	\$4,294.00	\$4,466.66	\$4,644.49	\$4,830.96	\$5,024.34
10	775	849	\$4,656.58	\$4,843.05	\$5,036.43	\$5,238.44	\$5,449.08

Effective October 1, 2006

Pay Schedule: Hourly

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$13.32	\$13.85	\$14.40	\$14.99	\$15.59
2	175	249	\$14.57	\$15.15	\$15.77	\$16.39	\$17.05
3	250	324	\$16.36	\$17.01	\$17.70	\$18.42	\$19.15
4	325	399	\$17.45	\$18.15	\$18.87	\$19.62	\$20.42
5	400	474	\$19.09	\$19.85	\$20.64	\$21.48	\$22.34
6	475	549	\$20.89	\$21.73	\$22.59	\$23.50	\$24.44
7	550	624	\$22.86	\$23.76	\$24.72	\$25.71	\$26.74
8	625	699	\$25.01	\$26.01	\$27.05	\$28.13	\$29.27
9	700	774	\$27.60	\$28.71	\$29.86	\$31.05	\$32.30
10	775	849	\$29.94	\$31.14	\$32.38	\$33.68	\$35.04

Pay Schedule: Monthly [Office]

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$2,078.00	\$2,161.12	\$2,247.70	\$2,337.74	\$2,431.26
2	175	249	\$2,273.68	\$2,363.72	\$2,458.97	\$2,557.67	\$2,659.84
3	250	324	\$2,552.47	\$2,654.64	\$2,762.00	\$2,872.83	\$2,987.12
4	325	399	\$2,722.18	\$2,831.28	\$2,943.83	\$3,061.58	\$3,184.53
5	400	474	\$2,978.47	\$3,097.95	\$3,220.90	\$3,350.78	\$3,484.11
6	475	549	\$3,259.00	\$3,388.87	\$3,523.94	\$3,665.94	\$3,813.13
7	550	624	\$3,565.49	\$3,707.50	\$3,856.41	\$4,010.53	\$4,171.59
8	625	699	\$3,901.45	\$4,057.29	\$4,220.07	\$4,388.04	\$4,564.66
9	700	774	\$4,306.65	\$4,479.82	\$4,658.18	\$4,845.20	\$5,039.14
10	775	849	\$4,670.30	\$4,857.32	\$5,052.27	\$5,253.87	\$5,465.14

Pay Schedule: Monthly [Field]

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$2,154.77	\$2,240.96	\$2,330.4	\$2,424.12	\$2,521.07
2	175	249	\$2,357.68	\$2,451.05	\$2,549.81	\$2,652.16	\$2,758.10
3	250	324	\$2,646.78	\$2,752.71	\$2,864.05	\$2,978.97	\$3,097.48
4	325	399	\$2,822.75	\$2,935.87	\$3,052.59	\$3,174.69	\$3,302.19
5	400	474	\$3,088.50	\$3,212.40	\$3,339.89	\$3,474.57	\$3,612.82
6	475	549	\$3,379.40	\$3,514.07	\$3,654.12	\$3,801.37	\$3,954.00
7	550	624	\$3,697.22	\$3,844.46	\$3,998.89	\$4,148.70	\$4,325.69
8	625	699	\$4,045.58	\$4,207.18	\$4,375.98	\$4,550.16	\$4,733.31
9	700	774	\$4,465.76	\$4,645.33	\$4,830.27	\$5,024.20	\$5,225.31
10	775	849	\$4,842.84	\$5,036.77	\$5,237.89	\$5,447.98	\$5,667.04

Effective October 1, 2007

Pay Schedule: Hourly

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$13.76	\$14.30	\$14.87	\$15.47	\$16.10
2	175	249	\$15.04	\$15.65	\$16.28	\$16.92	\$17.60
3	250	324	\$16.89	\$17.57	\$18.28	\$19.02	\$19.77
4	325	399	\$18.02	\$18.74	\$19.48	\$20.26	\$21.08
5	400	474	\$19.71	\$20.50	\$21.31	\$22.17	\$23.07
6	475	549	\$21.57	\$22.43	\$23.32	\$24.27	\$25.23
7	550	624	\$23.60	\$24.54	\$25.52	\$26.54	\$27.61
8	625	699	\$25.82	\$26.86	\$27.93	\$29.05	\$30.22
9	700	774	\$28.50	\$29.65	\$30.83	\$32.06	\$33.35
10	775	849	\$30.91	\$32.15	\$33.43	\$34.77	\$36.18

Pay Schedule: Monthly [Office]

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$2,145.54	\$2,231.36	\$2,320.75	\$2,413.72	\$2,510.28
2	175	249	\$2,347.57	\$2,440.54	\$2,538.88	\$2,640.80	\$2,746.29
3	250	324	\$2,635.43	\$2,740.92	\$2,851.77	\$2,966.20	\$3,084.20
4	325	399	\$2,810.65	\$2,923.29	\$3,039.51	\$3,161.08	\$3,288.03
5	400	474	\$3,075.27	\$3,198.64	\$3,325.58	\$3,459.68	\$3,597.35
6	475	549	\$3,364.91	\$3,499.01	\$3,638.46	\$3,785.08	\$3,937.06
7	550	624	\$3,681.37	\$3,827.99	\$3,981.75	\$4,140.87	\$4,307.16
8	625	699	\$4,028.24	\$4,189.15	\$4,357.22	\$4,530.65	\$4,713.02
9	700	774	\$4,446.62	\$4,625.41	\$4,809.57	\$5,002.67	\$5,202.92
10	775	849	\$4,822.08	\$5,015.18	\$5,215.44	\$5,424.62	\$5,642.75

Pay Schedule: Monthly [Field]

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$2,224.80	\$2,313.79	\$2,406.49	\$2,502.90	\$2,603.01
2	175	249	\$2,434.30	\$2,530.71	\$2,632.68	\$2,738.35	\$2,847.74
3	250	324	\$2,732.80	\$2,842.18	\$2,957.13	\$3,075.78	\$3,198.15
4	325	399	\$2,914.49	\$3,031.28	\$3,151.80	\$3,277.87	\$3,409.51
5	400	474	\$3,188.87	\$3,316.81	\$3,448.43	\$3,587.49	\$3,730.24
6	475	549	\$3,489.23	\$3,628.27	\$3,772.88	\$3,924.91	\$4,082.50
7	550	624	\$3,817.38	\$3,969.41	\$4,128.86	\$4,293.86	\$4,466.28
8	625	699	\$4,177.06	\$4,343.92	\$4,518.20	\$4,698.04	\$4,887.14
9	700	774	\$4,610.90	\$4,796.30	\$4,987.25	\$5,187.48	\$5,395.14
10	775	849	\$5,000.24	\$5,200.47	\$5,408.12	\$5,625.04	\$5,851.22

Pay Schedule: Hourly
Effective October 1, 2008

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$14.27	\$14.84	\$15.43	\$16.05	\$16.07
2	175	249	\$15.61	\$16.23	\$16.89	\$17.56	\$18.26
3	250	324	\$17.52	\$18.23	\$18.96	\$19.73	\$20.51
4	325	399	\$18.69	\$19.44	\$20.21	\$21.02	\$21.87
5	400	474	\$20.45	\$21.27	\$22.11	\$23.01	\$23.93
6	475	549	\$22.38	\$23.27	\$24.20	\$25.18	\$26.18
7	550	624	\$24.49	\$25.46	\$26.48	\$27.54	\$28.64
8	625	699	\$26.79	\$27.86	\$28.98	\$30.14	\$31.35
9	700	774	\$29.57	\$30.76	\$31.98	\$33.27	\$34.60
10	775	849	\$32.07	\$33.36	\$34.68	\$36.07	\$37.53

Pay Schedule: Monthly [Office]

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$2,226.00	\$2,315.03	\$2,407.78	\$2,504.23	\$2,604.41
2	175	249	\$2,435.61	\$2,532.06	\$2,634.09	\$2,739.83	\$2,849.27
3	250	324	\$2,734.26	\$2,843.70	\$2,958.71	\$3,077.43	\$3,199.86
4	325	399	\$2,916.05	\$3,032.92	\$3,153.49	\$3,279.63	\$3,411.33
5	400	474	\$3,190.59	\$3,318.58	\$3,450.29	\$3,589.41	\$3,732.25
6	475	549	\$3,491.10	\$3,630.22	\$3,774.91	\$3,927.02	\$4,084.70
7	550	624	\$3,819.42	\$3,971.54	\$4,131.06	\$4,296.16	\$4,468.68
8	625	699	\$4,179.30	\$4,346.24	\$4,520.62	\$4,700.55	\$4,889.75
9	700	774	\$4,613.36	\$4,798.87	\$4,989.93	\$5,190.27	\$5,398.02
10	775	849	\$5,002.91	\$5,203.25	\$5,411.01	\$5,628.05	\$5,854.36

Pay Schedule: Monthly [Field]

Pay Band	Points		Step 1	Step 2	Step 3	Step 4	Step 5
	From	To					
1	100	174	\$2,308.23	\$2,400.56	\$2,496.74	\$2,596.76	\$2,700.62
2	175	249	\$2,525.59	\$2,625.61	\$2,731.40	\$2,841.04	\$2,954.53
3	250	324	\$2,835.28	\$2,948.76	\$3,068.02	\$3,191.12	\$3,318.08
4	325	399	\$3,023.78	\$3,144.96	\$3,269.99	\$3,400.79	\$3,537.36
5	400	474	\$3,308.46	\$3,441.19	\$3,557.75	\$3,722.02	\$3,870.13
6	475	549	\$3,620.07	\$3,764.33	\$3,914.37	\$4,072.09	\$4,235.60
7	550	624	\$3,960.53	\$4,118.26	\$4,283.69	\$4,454.88	\$4,633.76
8	625	699	\$4,333.70	\$4,506.82	\$4,687.63	\$4,874.21	\$5,070.41
9	700	774	\$4,783.81	\$4,976.16	\$5,174.28	\$5,382.02	\$5,597.45
10	775	849	\$5,187.74	\$5,395.48	\$5,610.92	\$5,835.98	\$6,070.64

APPENDIX A
PROBATIONARY PERIODS (Old Plan)

Classifications with Six (6) Month Probationary Periods

<u>Class Number</u>	<u>Class Title</u>
101011	Clerk 1
101012	Clerk 2
101013	Clerk 3
101014	Clerk 4
101015	Clerk 5
103011	Clerk-Typist 1
103012	Clerk-Typist 2
103013	Clerk-Typist 3
103022	Clerk-Stenographer 2
103023	Clerk-Stenographer 3
103024	Clerk-Stenographer 4
105011	Accounting Clerk 1
105012	Accounting Clerk 2
105013	Accounting Clerk 3
105051	Statistical Clerk 1
105052	Statistical Clerk 2
105053	Statistical Clerk 3
106041	Computer Operator 1
106042	Computer Operator 2
106080	Computer Programmer
108051	Information Clerk 1
301071	Museum Technician 1
301072	Museum Technician 2
301073	Museum Technician 3

NOTE: All other classifications have a twelve (12) month probationary period.

APPENDIX B
MONTHLY HOURS OF WORK

The hours listed represent the total workable hours for the indicated month. This is calculated as the total number of weekdays multiplied by 8, less 8 hours for each designated holiday falling in that month.

Straight time to be worked by any employee is calculated as the listed hours for the indicated month less 8 hours for each day off scheduled for that month.

For purposes of this table, the following make up the “one other day per year” to be designated as a designated holiday in accordance with Article 14.1 of this agreement:

Friday, August 3, 2007
Monday June 30, 2008* subject to agreement

The following are “deemed holidays in lieu” for 2007:

Monday July 2, will be deemed the holiday in lieu of Sunday July 1
Monday November 12, will be deemed the holiday in lieu of Sunday November 11

Month	2006	2007	2008	2009
January	168	176	176	168
February	160	152	160	152
March	184	176	160	176
April	152	160	176	168
May	176	176	168	160
June	160	168	160	176
July	168	168	176	168
August	176	168	160	160
September	160	152	168	168
October	176	176	176	168
November	168	168	152	160
December	152	144	168	168
Total	2,000	1,984	2,000	1,992

APPENDIX C EMPLOYMENT EQUITY

Joint Employment Equity Committee

The Joint Employment Equity Committee is a service wide committee made up of equal representation of the Union and the Employer appointed by each party.

Employment Equity Steering Committee

The Employment Equity Steering Committee is a committee of Permanent Heads appointed by the Government to oversee employment Equity in the Public Service.

Departmental Employment Equity Committees

Unless otherwise agree to by the parties to the collective agreement, departmental Employment Equity committees made up of equal representation of the Union and the Employer from a department appointed by each party.

CRITERIA FOR PROOF ON MEMBERSHIP IN THE DESIGNATED GROUPS

The following defines the criteria for membership for three of the designated groups for the Government of Saskatchewan's (or Saskatchewan Arts Board) employment equity program. The manner in which the criteria for persons with disabilities is applied is further clarified in this document.

These criteria have been approved by the Government of Saskatchewan Employment Equity Steering Committee at their meeting June 15, 1994.

1. Persons with Disabilities
An individual is considered to have a disability if he has one of the following:
 - a visible, persistent physical, mental or sensory impairment;
 - a physical or mental condition which would necessitate accommodations or supports not commonly utilized to meet the expected requirements of the job.

2. Persons of Aboriginal Ancestry

- 2.1 Métis
Métis people are those who:
 1. have Aboriginal blood/ancestry,

2. self-identify as Métis, or
3. are recognized by the Metis community.

If challenged, Métis candidates may show proof of blood or ancestry using genealogical means, e.g. Métis census, church records, affidavits and family records.

2.2 Status/Treaty Indian

A Status/Treaty Indian is a person of Aboriginal blood/ancestry who is registered as an Indian according to The Indian Act. Treaty Indians are affiliated with an Indian band which was signatory to a Treaty with the federal Crown.

Status/Treaty Indians may show proof of Aboriginal blood or ancestry using genealogical means.

Status/Treaty Indians are registered with Indian Northern Affairs Canada and are therefore easily identifiable.

2.3 Non-Status Indian:

Non-Status Indians are Indian people, or those descended from them, who have lost their right to be registered as Indians as defined by The Indian Act but who identify with the Indian community culturally and/or linguistically.

Non-Status Indians may show proof using the same methods used to confirm Metis ancestry e.g., church records, affidavits and family records.

3. Members of Visible Minority Groups as identified by Statistics Canada December, 1993

Visible Minority Subgroups include:

- * Black
- * South Asian
- * Chinese
- * Korean
- * Japanese
- * Southeast Asian
- * Filipino
- * Other Pacific Islanders
- * West Asian and Arab
- * Latin American

NON-TRADITIONAL OCCUPATIONS FOR WOMEN

Computer Operator 1
Computer Operator 2
Culture & Recreation Consultant 1
Culture & Recreation Consultant 2
Culture & Recreation Consultant 3
Industry & Commerce Consultant 1
Industry & Commerce Consultant 2
Industry & Commerce Consultant 3
Museum Technician 2
Museum Technician 3
Property Control Officer

APPENDIX D TRANSFER OF OBLIGATIONS

Where a business or part thereof is sold, leased, transferred or otherwise disposed of, the person acquiring the business or part thereof shall be bound by all orders of the board and all proceedings had and taken before the board before the acquisition, and the orders and proceedings shall continue as if the business or part thereof had not been disposed of, and, without limiting the generality of the foregoing, if before the disposal a trade union was determined by an order of the board as representing, for the purpose of bargaining collectively, any of the employees affected by the disposal or any collective bargaining agreement affecting any of such employees was in force the terms of that order or agreement, as the case may be, shall, unless the board otherwise orders, be deemed to apply to the person acquiring the business or part thereof to the same extent as if the order had originally applied to him or the agreement had been signed by him.

On the application of any trade union, employer or employee directly affected by a disposition described in this section, the board may make orders doing any of the following:

- a) determining whether the disposition or proposed disposition relates to a business or part of it;
- b) determining whether, on the completion of the disposition of a business or of part of the business, the employees constitute one or more units appropriate for collective bargaining and whether the appropriate unit or units will be:
 - i) an employee unit;
 - ii) a craft unit;
 - iii) a plant unit;
 - iv) a subdivision of an employee unit, craft unit or plant unit; or
 - v) some other unit;
- c) determining what trade union, if any, represents a majority of employees in the unit determined to be an appropriate unit pursuant to clause (b);
- d) directing a vote to be taken among all employees eligible to vote in a unit determined to be an appropriate unit pursuant to clause (b);
- e) amending, to the extent that the board considers necessary or advisable, an order made pursuant to clause (a), (b) or (c) or the description of a unit contained in a collective bargaining agreement;
- f) giving any directions that the board considers necessary or advisable as to the application of a collective bargaining agreement affecting the employees in a unit determined to be an appropriate unit pursuant to clause (b)

Application to certain businesses

Unless the board orders otherwise, if collective bargaining relating to a business is governed by the laws of Canada, and the business or part of it becomes subject to the laws of Saskatchewan, with any necessary modification, and the person owning or acquiring the business or part of it is bound by any collective bargaining agreement in force when the business becomes subject to the laws of Saskatchewan.

APPENDIX E
SCHEDULE OF STANDARD CHARGES - INCIDENTAL TRAVEL EXPENSES

This schedule is provided as a guide to employees and supervisors with respect to charges incurred while travelling on government business.

Standard Charges

1. *Laundry* - charges are allowable for employees, who are absent from headquarters for a period in excess of seven (7) consecutive calendar days. Receipts are required.
2. *Valet Services* - not allowable
3. *Dry Cleaning* - allowable only when incurred under exceptional circumstances away from headquarters. The need for dry cleaning must be identified on the expense form and receipts are required.
4. *Gratuities*
 - a) *Hotel* - not allowable
 - b) *Meals* - \$2.00 for each full day or \$1.00 for a partial day is allowable. Full day allowance will only apply when a claim is made for breakfast, dinner and supper.
5. *Parking* - employees working away from their headquarters building, and using either a C.V.A. or private vehicle, may recover parking charges as follows:
 - a) If available within a reasonable walking distance from work, employees are expected to use off-street parking and may recover costs as supported by receipt.
 - b) If off-street parking is not available, actual costs of metered parking may be charged, to a maximum of \$4.00 per day.
 - c) The procedure for claiming reimbursement shall be in accordance with the instructions issued by the Director of Operations.
6. *Telephone* - whenever possible, employees should call collect, charge the call to the agency telephone number or utilize the agency's telephone credit card. If not possible, charges for business calls are allowable, supported by receipt (if available), name of party called and reason for call.
7. *Telegrams* - should be sent collect where possible; otherwise, charges for business telegrams are allowable, supported by receipt.

8. *Taxis* - charges are allowable for taxi fare from an employee's home to train station, bus depot or airport, and return, and for fares incurred on government business away from headquarters. Receipts are required for charges in excess of \$4.00.

9. *Other Expenses* - occasionally, employees will incur exceptional expenses in connection with the conduct of government business. Such expenses may be allowable if detailed on the expense form, supported by receipts, and authorized by the permanent head. The decision of the Director of Operations will be final in all cases.

APPENDIX F
EDUCATION, TRAINING AND DEVELOPMENT

The Saskatchewan Arts Board shall, upon request from the Union, initiate a joint Union/Management Committee to review and recommend education, training and development activities to be undertaken by the Saskatchewan Arts Board based on operational needs and resources. The specific duties of the Committee shall be set out in a letter of understanding negotiated between the Union and the Saskatchewan Arts Board.

APPENDIX G DISPUTE RESOLUTION OPTIONS

The parties agree the best resolution of a dispute is one worked out between the parties without recourse to a third party.

a) Process

- 1) The parties shall meet every four (4) months or as mutually agreed to review outstanding grievances to determine by mutual agreement what process is suitable for resolving each grievance or groups of grievances. They shall also set dates for hearings of grievances or groups of grievances by the agreed to appropriate process.
- 2) By mutual agreement, the procedures may be used after Step 2 of the grievance procedure.

b) Investigation

The parties will approach each grievance or group of grievances from the point of view of:

- 1) Attempting to ascertain the facts and negotiate a resolution.
- 2) Failing resolution by negotiation, agreeing to a joint statement of facts.
- 3) Based on the joint statement of facts, determine the appropriate course of action to resolve the matter from three options:
 - i) Mediation
 - ii) Expedited Arbitration
 - iii) Full Panel Arbitration

c) Mediation Process

- 1) Each party will select two (2) Mediators, i.e. a permanent slate of four in total. On agreement that a case be mediated, the parties will draw the Mediator by chance. Any Mediator must have served as a Chairperson of an Arbitration Board.
- 2) A joint statement of facts will be presented to the Mediator.
- 3) Any further non agreed to facts may be presented to the Mediator in a narrative fashion.

This would include contract clauses and arguments in support of separate positions on the issue.

Any written material presented to the Mediator will be returned to the issuing party at the conclusion of the Mediation.

- 4) The rules of evidence will not apply and no record of proceedings will be made.
- 5) The grievor(s) and management person(s) affected by the case will fully participate in proceedings, with their respective labour relations advisor.
- 6) Emphasis is on complete examination of the issue, including separate meetings with the parties, if deemed necessary by the Mediator.
- 7) The objective of the Mediator is to assist the parties in reaching a mutually acceptable settlement as expeditiously as possible.
- 8) If no settlement is reached within ten (10) days as a result of mediation, the mediator will give a decision based on the Collective Agreement provisions and on how he/she would decide on the case if it were to proceed to arbitration.
- 9) Mediation will normally take place at central Union or management offices or at the workplace.
- 10) The parties will equally share the cost of fees and expenses of the Mediator.
- 11) The grievor, Shop Steward and Manager/Supervisor who are party to the case shall be granted leave with pay to be present at mediation.
- 12) Mediation awards shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.
- 13) A grievance may be removed from the mediation process at any time prior to hearing and forwarded to a regular, or if the parties mutually agree, to an expedited arbitration hearing.
- 14) Following the mediation process if no settlement is achieved, the parties may agree to advance the grievance to the expedited arbitration procedure. In any event the Union maintains the right to advance the grievance to a full panel arbitration.
- 15) No legal counsel will be used by either party. The Union will use elected officers or staff representatives. The employer will use representatives of management or the Board.

d) Expedited Arbitration Process

- 1) It may be mutually agreed between the parties to advance grievances to this process as per Articles (a) (1) and (2) or as a result of (c) (13) and (14).

- 2) Each party will select two (2) Arbitrators, i.e. a permanent slate of four (4) in total. On agreement that a case be expeditiously arbitrated, the parties will draw the Arbitrator by chance and he/she will act as a single Arbitrator on the matter. Any Arbitrator must have served as the chairperson of an Arbitration Board. A joint statement of facts will be presented to the Arbitrator.
- 3) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision. The decision of the single Arbitrator will be final and binding on the parties.
- 4) Expedited arbitration awards shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.
- 5) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- 6) A grievance may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular (full panel) hearing.
- 7) No legal counsel will be used by either party. The Union will use elected officers or staff representatives. The employer will use representatives of management or the Board.
- 8) The parties will equally share the cost of fees and expenses of the Arbitrator.
- 9) The grievor and Manager/Supervisor who are party to the case shall be granted leave with pay to be present at arbitration.

e) Full Panel (Regular Arbitration)

- 1) As per Article 21 (Arbitration) of the Collective Agreement.

APPENDIX H RELOCATION

Policy

All appointees to permanent positions required to relocate from a work location anywhere in Canada or the continental United States to either:

- a different urban centre, or
- a new work location at least 20 kilometres (road distance) from the immediately preceding one

may have the compensation provisions contained in this policy applied in whole or in part, pending approval of the Executive Director.

All appointees to temporary, less than full-time, or casual positions, or permanent employees requesting transfers required to relocate from a work location anywhere in Canada or the continental United States to either:

- a different urban centre, or
- a new work location at least 20 kilometres (road distance) from the immediately preceding one

may have the compensation provisions contained in this policy applied in whole or in part with the approval of the Executive Director.

Exclusions

- simultaneous compensation to your spouse by legal marriage or your common law spouse being relocated to the same work location.

Responsibility For Expenses The department requesting an appointee's relocation is responsible for payment of relocation allowance.

Reimbursement Rates Government of Saskatchewan rates, plus specified allowances for spouse and/or dependents, apply as maximums.

Receipts Must be submitted within one year in order to be eligible for reimbursement (no receipts needed for meals).

Accountable Advances Granted upon request, in the amount of estimated relocation benefits for which employee/appointee is eligible. A promissory note will be signed for the amount of the advance.

Search For Accommodation Compensation provided to a maximum of:

- one return trip to new work location for appointee and spouse
- five nights accommodation allowance for appointee plus \$6/night for spouse
- five days meal allowance at allowable government rates for appointee and spouse plus extra meal allowance for reasonable travel time to and from new work location (receipts not required)

In lieu of the above the appointee may make more than one trip to new work location in order to locate accommodation, but total compensation shall not exceed the maximum allowance based on allowable government rates.

Commuting Allowance Appointees are eligible for a commuting allowance to a maximum of \$3,500 or coverage for up to 2 years.

- the commuting allowance will be paid based on allowable kilometer rates as per Article 12 (Reimbursements) of the Collective Agreement;
- all monies paid out as a commuting allowance will be deducted from the eligible amount under the Relocation Policy if the appointee subsequently chooses to relocate his household and is within the eligibility period for coverage under the Policy.

Primary Household Effects Coverage

- in transit insurance coverage to a maximum of \$100,000.
- compensation provided to cover all reasonable costs for packing and/or crating, loading, transporting, unloading and unpacking appointee's primary household effects (excluding expedited service charges).
- 100% of transportation costs for first 15,000 pounds, plus 50% of transportation costs for any amounts over and above 15,000 pounds

Transportation to be accomplished by:

- commercial household goods mover, under normal circumstances, or
- rented truck, if approved by the Executive Director and total cost does not exceed estimated total cost of commercial household goods mover's fee. Reimbursement will be made based on the submission of receipts.

Travel To New Work Location Compensation provided to a maximum of:

- actual costs of transporting appointee, spouse and/or dependents directly to new work location
- accommodation allowance at allowable government rates while directly en route to new work location for appointee plus \$6/night for spouse plus either:
- \$5/night for each dependent, or

- a second motel/hotel room, subject to prior approval of permanent head
- meal allowance at allowable government rate while directly en route to new work location for appointee, spouse and/or dependents
- other circumstances such as additional costs related to unpacking and packing, with prior approval of the Executive Director.

Storage Costs Compensation for costs associated with storage of employee's primary household effects to a maximum of:

- 30 days, or
- beyond 30 days, with prior approval of the Executive Director

Temporary Accommodation And Meals At New Work Location Compensation provided to a maximum of:

- 30 nights accommodation at allowable government rates for appointee
- 30 days allowable government meal allowance for appointee
-

The resulting maximum of the above may alternatively be applied to:

- accommodation allowance for appointee plus \$6/night for spouse plus either:
- \$5/night for each dependent, or
- a second motel/hotel room, subject to prior approval of permanent head
- meal allowance for appointee, spouse and/or dependents based on approved government rates.
- other types of accommodation (eg, apartment), with the prior approval of the Executive Director.

Residential Property Expenses If appointee's principal residence is rented and if the appointee faces a lease discharge fee on principal residence and/or rental payments on both old and new principal residences, then compensation is provided to a maximum of one month's rent, based on old residence's rent. If appointee's principal residence is owned by appointee and if legal and real estate expenses are incurred in the sale of the appointee's principal residence at the old work location, then Compensation is provided for:

- legal and real estate fees associated with the sale of the appointee's principal residence at the old work location
- legal fees associated with the purchase of a principal residence at the new work location

Legal fees include:

- "professional services fees" related to the transferring of the home and land title disbursements
- commission to "listing and selling" agents

Compensation is provided as follows:

- reimbursement of actual real estate fees up to 7% of sale price plus applicable taxes.
- reimbursement of legal fees at rates of the Law Society for sale and purchase of homes
- reimbursement of mortgage discharge fees not exceeding three months mortgage interest, to a maximum of \$1,500
- reimbursement of bridge financing up to 3 months interest to a maximum of \$1,500. (This provision applies when a relocated employee takes title to a residence at the new location before the sale of the residence at the old location and is required to arrange for a short term loan to finance the purchase.)
- a copy of the statement from the lawyer with the address of the property should be submitted for reimbursement.

Incidental Expenses Compensation is provided for expenses that are associated with minor repairs not due to cosmetic/personal reasons that are directly related to the move:

- altering drapes, carpeting, floor covering, etc.
- replacing household fittings such as leaking faucets, locks, door handles, inoperable electrical outlets, etc.
- erecting television aerials (satellite dishes are excluded)
- installing telephones
- disconnecting and reconnecting appliances such as ranges, etc.
- long distance telephone calls pertaining to move (eg, related to delivery of household goods).
- costs associated with obtaining and preparing a mobile home site, including disconnecting and reconnecting utilities and septic tank installation
- other expenses, with the prior approval of the Executive Director

Compensation provided to a maximum of:

- \$500 without receipts, or
- \$800 with receipts

Procedures All instances of removal of household effects arising from relocation are

co-ordinated through the Saskatchewan Arts Board.

Inquiries should be directed to the Executive Director, Saskatchewan Arts Board.

Service Commitment An appointee who relocates under the provisions of the relocation policy is required to provide a service commitment to the Saskatchewan Arts Board. Duration of the service commitment shall be two years. The appointee earns the relocation allowance, in monthly increments, as he/she fulfils the service commitment. In the event that an appointee resigns from the Arts Board prior to expiration of his/her service commitment, the appointee shall repay the unearned portion of his/her relocation allowance to the Arts Board, unless the permanent head obtains the Executive Director's prior written approval to forgive the outstanding relocation allowance. Any leave of absence without pay which has been taken by the appointee since commencement of the service commitment and which exceeds five consecutive working days shall be excluded from the appointee's total service period in the calculation of his/her unearned relocation allowance. If, prior to expiration of an appointee's service commitment, he/she resigns from the Arts Board and obtains employment with a Saskatchewan Crown corporation, the outstanding portion of the appointee's service commitment automatically transfers to the employing Crown corporation. In the event that an appointee leaves the employ of the Arts Board at the request of his/her Executive Director and prior to expiration of the service commitment, the appointee shall be forgiven the outstanding portion of the relocation allowance.

APPENDIX I PRESSING NECESSITY LEAVE

Pressing necessity is permission to be absent from work, with or without pay, in order to deal with an unforeseen or emergency situation, usually of a personal nature, or for non-emergency family responsibilities.

Procedure

Pressing Necessity

The Saskatchewan Arts Board recognizes that employees may encounter emergency or unforeseen circumstances that require their absence from work. The Arts Board is prepared to assist employees in such situations by granting leave for pressing necessity for such days, or a portion of the days, when requested. Such leave will be granted to the extent considered fair and reasonable by the Executive Director, or designate, based on the facts contained in the individual leave application. When leave with pay is granted, the time approved is charged against the employee's sick leave credits.

Leave for pressing necessity is commonly granted in the following instances:

- death in the employee's immediate or extended family;
- attendance at the funeral of a non-family member;
- emergency sickness in the employee's immediate family or household;
- other emergencies or unexpected circumstances; and/or
- paternity leaves.

Immediate family is defined as the employee's spouse, common-law spouse, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandchildren, grandparents and spouse's grandparents.

Extended family is defined as the employee's first cousin, aunts, uncles, nieces and nephews, brother-in-law, sister-in-law.

When a member of the employee's immediate family dies, the employee may request leave of absence for reasons of pressing necessity. The period of leave shall include those working days from the day of the death to and including the day following the funeral.

When a member of the extended family dies, the employee may request leave of absence for pressing necessity. The period of leave shall be for the day of the funeral.

Time for Travel

When an employee requests leave for pressing necessity to attend the funeral of a family member and such attendance includes out of province travel, the employee may request one (1) additional day of leave for such travel. If the funeral is outside of continental North America, two (2) additional days may be granted.

Attendance at the Funeral of Non-Family Member

An employee may request leave to attend the funeral of a non-family member. Where the period of leave sought is up to (1/2) working day or less, such an arrangement may be agreed to between the employee and the Executive Director. Such absence will be with pay and with deductions from leave credits. However, when the employee requests a longer period of leave citing pressing necessity, such leave should only be granted where special circumstances warrant, i.e., special responsibilities related to the funeral, up to a maximum of one (1) day.

Emergency Sickness or Grave Illness in the Immediate Family

Where a member of the employee's immediate family or household is gravely ill and where the medical opinion is that the employee's presence is desirable, leave for pressing necessity up to a maximum of five (5) working days may be granted.

Where a member of the employee's household is taken ill, leave for pressing necessity up to a maximum of two (2) working days may be granted. This leave is intended to provide the employee with time to make alternate arrangements for the functioning of the house-hold. Note, however, where it is clearly not possible to make such alternate arrangements, an extended period of leave for pressing necessity may be granted up to a maximum of five (5) working days.

Other Circumstances

While difficult to define, such circumstances are characterized by adverse circumstances over which the employee has little or no advance warning or control, i.e., fire, flood, blizzard, etc. Leave granted may vary depending on circumstances up to a maximum of two (2) days.

In the case of the birth of a child, paternity leave of one (1) working day, to be taken on the day of birth, will be granted on request.

With regard to weather related emergencies, where the employee chooses to live in a location away from the headquarters area, eligibility for leave for pressing necessity will be governed by the following:

- i) employees will receive the same considerations as their urban counterparts.
- ii) in respect to weather conditions regarding travel, eligibility for leave shall be based on the weather conditions prevailing where the employee is headquartered.

Family Responsibilities

Family responsibilities include matters where one has an obligation or duty and where one may be held accountable or answerable in some manner if the obligation is not met.

Family responsibility leave may be used to supplement other forms of leave, e.g. After pressing necessity has been accessed, paternity leave, etc. For example, paternity leave may be utilized by a person on the day of the birth of their child and family responsibility leave may additionally be utilized to care for children at home during the mother's stay in hospital.

Up to five (5) working days per year, may be granted and this leave is deducted from the year's sick leave entitlement. Once an employee has used all 5 days of family responsibility leave they must then use vacation leave, a banked SDO or take leave without pay. Leave may be granted for the following purposes:

Elder Care, Spousal Care and Child Care During Illness

Requests for family responsibilities leave to provide elder care, spousal and child care during illness. This includes, for example, leave to provide elder care to a person who is temporarily alone and unable to care for themselves or a child unable to attend school due to a sudden illness. This also includes provisions to attend hospital when such individuals are under hospital care and follow-up care after a hospital stay.

Medical or Dental Appointments for Elders, Spouse or Children

Employees may request family responsibility leave to accompany elders, spouse or children to medical or dental appointments (usually where the person requires assistance to get to and/or from the appointment or where attendance is recommended due to the nature of the appointment). This includes appointments with a family doctor or dentist as well as other medical personnel such as chiropractor, orthodontist, optometrists.

School Related Responsibilities

Family responsibility leave will be granted to employees with children attending kindergarten to grade 12 school systems to participate in parent-teacher interviews, school orientation, registration, graduation from high school and kindergarten and similar necessary issues. Leave will also be granted for graduation from post-secondary school. The amount of leave will depend on the circumstances but would not normally be over on day.

Other Family Responsibilities

Up to one day family responsibility leave will be granted for the following;

- Court appearances for family reasons, child custody and divorce proceedings. The amount of leave will depend on the circumstances.
- Non-Christian holy days.
- Assisting special needs family members to attend events

Common Situation Where Pressing Necessity or Family Responsibility Leave Would Not Apply

- Emergency or unforeseen situations that occur while the employee is on approved leave except if an employee is on approved vacation leave and a death in the employee's immediate or extended family occurs:
- to attend birthdays, weddings, anniversaries and or family reunions;
- an employee initiated change of residence;
- absence from work due to out of town personal commitments;
- emergencies which result from the employee's negligence or lack of normal prudence;
- to accommodate pets and/or farm animal care of farming responsibilities;
- attendance at school events such as field trips, sporting events, etc. and/or
- participation in cultural activities or sporting events.

In such situations the employee may make applications for the use of other forms of leave, with or without pay.

APPENDIX J JOB SHARING

The parties to this Agreement agree to the following arrangements:

1. Definition:

Job sharing is the voluntary sharing of a permanent position in a structured manner by more than one (1) person, one of whom is the permanent incumbent of the position.

2. Explanation:

Job sharing is intended to allow a permanent employee to work less than regular full time hours in their position while maintaining status as a permanent employee. It is intended to better accommodate the hours of work of the employee to their personal needs where this is operationally feasible. Only the permanent incumbent of a position can initiate a request to establish a job share arrangement. Approval of the job share request resides with management; such an approval will be subject to the feasibility of accommodating the request to operating requirements. Once approved by management, such a request must also be approved by the Union.

3. Initiation and Approval

The proposal to establish a job sharing arrangement is initiated by the employee through an application to his/her immediate supervisor.

Board management will review the feasibility of the request against operational needs. Any such requested arrangement must be approved by management and will not be unreasonably denied.

Arrangements that have been approved by management must also be approved by the Union.

4 Duration, Renewal, Termination

An approved job sharing arrangement shall be for a maximum of one (1) year and a minimum of three (3) months. For the permanent incumbent, all approved job shares will start on the first working day of the month.

An existing job sharing arrangement can be renewed for additional periods not exceeding one (1) year by following the same steps set out in paragraph three (3) (above) - e.g. employee applies, management approves, union approves.

An existing arrangement will end at the end of the agreed term in the absence of agreement to renew. An agreement may be terminated by the participating employee, or the Board, on thirty (30) working days notice. This notice to terminate will be concurrently provided to the non-permanent employee participating in the job share arrangement. The notice to terminate the arrangement prior to the agreed term will also be concurrently provided to the Union. By mutual agreement of the parties the thirty (30) working days notice period may be shortened.

If, as a result of a job sharing arrangement, the employer re-assigns duties and subsequently chooses to have the position classification allocation reviewed, the Employer will, prior to commencing such review, inform the Union and the employee.

5. Staffing the Shared Position

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

The permanent incumbent will be allowed to reduce their hours of work to a minimum of 25 %.

The remainder of the job shared position will be filled in accordance with Article 5 (Appointments) of the SAB/SGEU Collective Agreement.

Where, during the term of a work sharing arrangement, the employment of the non-permanent participant(s) terminates, the permanent incumbent may be required to re-assume working regular hours pending the assignment of replacement non-permanent employee(s). The Employer will make this assignment as promptly as possible.

6. Benefits

Permanent employees who job share shall retain all benefits accumulated prior to the commencement of the job share arrangement. In addition, all benefits and seniority shall continue to accrue, and be expended, on a pro rata basis for permanent employees involved in the arrangement.

7. Reversion Rights

On the termination of the job share arrangement, the permanent employee will revert to regular full time hours of the position occupied. The non-permanent employee will be covered by Part 2, Article 10.6 (Reduction in Work) of the SAB/SGEU Collective Agreement.

8. Work Load

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

9. Conditions of Employment

The following illustrates the application of the proposed job share arrangement for the permanent incumbent:

Vacation Leave: will be earned and expended on a pro rata basis. (e.g. employees entitled to three (3) weeks vacation working 50% of work hours for twelve (12) months would receive 7.5 days paid vacation leave.)

Sick Leave: will be earned and expended on a pro rata basis (e.g. employees working 50% of work hours for twelve (12) months would earn 7.5 days sick leave.)

Seniority: will be earned on a pro rata basis.

Increments: where applicable, will be earned in accordance with Part 2, Article 11.5 (Increments).

Service Rating: for permanent employees on probation will be completed following 130 occasions of work for positions with a six (6) month probationary period and 260 occasions of work for positions with a twelve (12) month probationary period.

Designated Holidays: are paid for in the monthly salary and are included in the reduced monthly salary at the appropriate percentage.

Earned Day Off: employees on modified work arrangements will continue to take Friday off within the job share arrangement.

Overtime: overtime will be paid for hours worked on assigned days of rest, earned days off or designated holidays.

NOTE: the permanent incumbent in a job share arrangement will not be required to work hours in excess of the agreed upon reduced hours of the work arrangement.

10. Pensions, Group Life and Dental Plan

Public Service Superannuation

Plan (Old Plan): employee will make pro rata contributions relative to time worked.

Public Employees Superannuation

Plan (New Plan): employee will make pro rata contributions relative to time worked which is matched by the employer. The employee may also make voluntary contributions, not matched by the employer, up to those limits specified by Revenue Canada.

Dental Plan: pro rata coverage will be provided in accordance with time worked.

Group Life: coverage of previous full time salary (subject to any retroactive increases) for a maximum of two (2) years.

The job share agreement may be cancelled by either party on sixty (60) days notice. Job sharing arrangements existing on its date of cancellation will continue to be subject to the conditions of this appendix up to the date of the arrangement's termination.

APPENDIX K
LEAVE OF ABSENCE WITH PAY
DEFERRED SALARY LEAVE PLAN

<u>Purpose</u>	To enable employees to plan and finance a leave of absence for any reason that does not violate the Saskatchewan Arts Board Conflict of Interest.
<u>Policy</u>	The Deferred Salary Leave Plan (DSLSP) offers employees the advantage of saving funds of up to 33% of their basic salary to finance a future leave of absence, using pre-tax dollars. To offer this tax advantage, the DSLSP must operate within Income Tax Regulations.
<u>Application</u>	All permanent full time employees of the Saskatchewan Arts Board who have completed a minimum of one year of continuous service.
<u>Approvals</u>	Leave provided may be granted only with the consent of the Executive Director.
<u>Records</u>	Maintained by the Finance Department of the Saskatchewan Arts Board.
<u>Type of Leave Available</u>	Definite Leave of Absence
<u>Length of Leave</u>	The leave cannot be less than six (6) consecutive months and cannot exceed twelve (12) consecutive months.
<u>Denial of Leave</u>	Request for participation in DLSP will be denied if the request contravenes the Conflict of Interest Guidelines.

**APPENDIX L
EMPLOYEE FAMILY ASSISTANCE PROVIDERS**

Regina:

**Ehrlo Community Services
#101-2022 Cornwall Street
REGINA SK S4P 2K5**

751-2467

**Jim Appleby
REGINA SK**

535-7218

**Lebell & Associates
2114 College Avenue
REGINA SK S4P 1C5**

359-6111

**Par Consultants & Cowdors
2353 Smith Street
REGINA SK S4P 2P7
352-0680**

Saskatoon:

**Family Counselling Centre
603-3rd Avenue North
SASKATOON SK S7K 2J8**

(306)652-3121

**Personnel Performance Consultants
1118 College Drive
SASKATOON SK S7N 0W2**

(306)664-0000

**Prairie Therapists
617C Main Street
SASKATOON SK S7H 0J8**

(306)665-6242

APPENDIX M Strategic Objectives

The arts provide a number of opportunities for young people to develop careers in Saskatchewan in an environment of diversity, creativity and partnership. They can retain young people in the province and attract creative and enterprising young people from across the country and beyond to Saskatchewan.

In a province which has a relatively large number of arts and culture organizations having a correspondingly large number of administrative positions, the field of arts administration provides significant opportunities for employment and personal and professional growth. With our aging work force, there is already the need for a new generation of administration and management staff, especially in the face of rapidly changing technology, in both artistic and operational areas. In some cases, especially in the operations of Indigenous arts organizations and in the availability of Indigenous personnel in mainstream organizations, this need is acute.

Both parties have a commitment to a diverse work force in the arts in Saskatchewan and to exploring ways in which the Arts Board can contribute to this vision. Over the past 20 years, the Arts Board's diversity in staffing, especially for in-scope staff, has been exemplary.

Together we can maintain our approach to diversity and help young Saskatchewan people to begin a career in the arts by exploring the following possibilities in a pragmatic spirit of flexibility and creativity.

1. An internship program in arts administration anchored at the Arts Board and involving other arts and cultural organizations and post-secondary institutions.
2. Giving priority to qualified young Saskatchewan residents recently graduated from post-secondary institutions for new permanent positions, if necessary through an internal mentorship program.
3. Instituting technology change and ongoing training which will make the Arts Board a more attractive employer for young people and improve the effectiveness reduce environmental impact of its operations.
4. Working with Immigration to identify new residents with potential to work in arts organizations in the context of #s 1-3 above.

LETTER OF UNDERSTANDING #1
Job Evaluation Maintenance Plan
(March 2006)

The Saskatchewan Arts Board (SAB) and the Saskatchewan Government and General Employees Union (SGEU) are committed to the principle of equal pay for work of equal value job evaluation. The parties mutually commit to the following in relation to the maintenance of the joint equal pay for work of equal value job evaluation plan:

Purpose

- To provide equitable non-discriminatory evaluation of jobs
- To evaluate jobs, not people or performances
- To ensure compliance with government legislation and policies such as the principle of “Equal Pay for Work of Equal Value”
- To maintain the job evaluation plan and ensure it is up-to-date and equitably applied

Principles and Values

- Equal Pay for Work of Equal or Comparable Value
 - Job evaluation factors measure the criteria of skill, effort, responsibility, and working conditions
 - Factors measure all aspects of work and are applied to all jobs in the bargaining unit
 - Persons evaluating jobs are trained in bias awareness and proper application of the plan, and do not have a vested interest in the outcome
- Employee/Employer Rights
 - Employees have a right to know what their duties and responsibilities are and what the corresponding salary range is for that set of duties
 - The employer has a right to assign duties and responsibilities to ensure the mandate of the organization is achieved
 - In the event of significant changes in duties and responsibilities the employee(s) has a right to know how their job is affected and the employer or the employee(s) have a right to request a job evaluation review of such changes

The Right to Due Process

- Appeal mechanisms shall exist to examine, substantiate, authenticate, 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 Maintenance Committee members, removal of vested interest decision making, maintaining up-to-date examples and/or benchmarks and notes to raters, and through disclosure of rationale

Definitions

- *Equal Pay for work of Equal Value:* All jobs receive the same pay when the jobs are determined to be of equal value. Equal value is determined by evaluating the composite of the skill, effort, and responsibility required to perform the duties of the job and the conditions under which the work is performed
- *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
- *Classification Plan (or Job Evaluation Plan):* Shall mean the job evaluation plan for jobs within the SGEU/SAB bargaining unit
- *Employee:* Is defined as all person covered by the collective agreement
- *Examples and/or Benchmarks:* Are practical examples of work that provide standards for how the level definitions within each job evaluation factor are to be interpreted and applied
- *Notes to Raters:* Are guidelines that are to be followed when evaluating factors
- *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
- *Parties:* Are defined as the SGEU and SAB

Policy

- **No Discrimination**

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

 - 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
 - Any personnel practice where a job is downgraded and the incumbent retains a rate above the maximum of the newly assigned range
 - 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
 - Changes or differences in job assignments

- **Conflict of Interest**
 - Maintenance Committee members will exempt themselves from involvement in any decisions where the member could directly gain from their involvement in that decision.

- **Training**
 - The parties will ensure that all Maintenance Committee members complete a training program. This will include job evaluation processes, bias awareness, equal pay principles, and practical application of the factors, Notes to Raters, examples and/or benchmarks.

- **Factors**
 - The Notes to Raters are to be applied when evaluating jobs. Evaluation decisions established in violation of Notes to Raters are considered to be in error and shall be re-evaluated
 - Errors in application are not precedent setting

- **Dispute Resolution**
 - The Maintenance Committee will review the dispute resolution process for its work. Until that review is complete, the dispute resolution will be as follows:
 - When the Maintenance Committee cannot reach consensus the dispute resolution process includes engaging an external dispute

resolution expert whose responsibility will be to mediate or arbitrate a decision. This decision is final and binding.

- The Maintenance Committee will recommend two dispute resolutions experts to the parties for their approval. The Maintenance Committee will select required dispute resolution experts from this list on a rotational basis and availability
 - The Maintenance Committee will also develop an appeal process for job evaluation or re-evaluation appeals.
- Examples and/or Benchmarks
 - Examples and/or benchmarks may be deleted from the plan, added to the plan, or modified by the Maintenance Committee
 - The ratings of the examples and/or benchmarks cannot be changed or adjusted, except by the Maintenance Committee
 - Full Disclosure
 - The parties agree to share any materials with each other that are fundamental to the maintenance of the job evaluation plan. The parties agree to open communication in their joint and separate activities related to the maintenance of the job evaluation plan.
 - Costs
 - The employer is responsible for all costs, including travel, sustenance and clerical support associated with the Maintenance Committee
 - The parties shall endeavor to avoid overtime for the Maintenance Committee and agree to identify when any suggested meeting time will create an overtime situation for any committee member
 - Participation in Maintenance Committee meetings will be treated as work time regarding hours of work, pay, and benefits
 - Costs for any independent arbitrators or dispute resolution experts will be shared equally by SAB and SGEU.

Maintenance Committee Terms of Reference

The in-scope classification plan will be maintained by a joint union/management Maintenance Committee which will operate by consensus

Costs

- The employer is responsible for all costs, including travel, sustenance and clerical support associated with the Maintenance Committee
 - The parties shall endeavour to avoid overtime for the Maintenance Committee and agree to identify when any suggested meeting time will create an overtime situation for any committee member
 - Participation in Maintenance Committee meetings will be treated as work time regarding hours of work, pay, and benefits
 - Costs for any independent arbitrators or dispute resolution experts will be shared equally by SAB and SGEU.
- Composition
 - The committee will be composed of four (4) individuals employed by the Saskatchewan Arts Board, with an equal number of representatives from union and management. Every effort will be made to achieve gender balance.
 - The committee may seek external advisors.
 - Quorum
 - Quorum for job evaluations will be two (2) members with equal representatives from union and management
 - Quorum for all other work of the Maintenance Committee will be three (3) members, subject to all decisions being ratified by the full committee.
 - Selection of Representatives
 - Respective parties will select their representatives to the Committee
 - Frequency of Meetings
 - The Committee shall meet at least semi-annually with additional meetings as called by the co-chairs
 - Co-chairpersons
 - This Committee shall be co- chaired by one union and one management representative
 - Responsibilities:

- To ensure the job evaluation plan and its processes and procedures are applied fairly and consistently
- To modify the Notes to Raters through addition or deletion of notes where desirable
- To modify the examples and/or benchmarks through additions or deletions to the content of existing examples and/or benchmarks where desirable
- To develop and deliver an educational program to employees regarding the principles of the plan, and how it is interpreted and applied
- To develop any forms required
- To develop processes, including: reconsideration and appeal
- To approve any communications related to the job evaluation plan
- To ensure the plan is up-to-date by evaluating jobs and carrying out reviews of occupational groupings. "Reviews" may include any process which examines job duties and responsibilities with respect to changes in job assignment in order to determine whether the current factor ratings remain appropriate. The required reviews also include jobs submitted for re-evaluation by incumbents or management, and the evaluation of new jobs prior to posting for competition
- To monitor the wage gap and advise the parties if negotiated settlements widen the wage gap or undermine equitable compensation practices and equitable wage relationships
- To recommend to parties any significant changes on factors, levels, or weights that would impact job rating results
- To establish and change the roles, processes, and authority of the Maintenance Committee, as required, subject to the approval of the parties. Such changes will be in accordance with the principles and values stated in the Maintenance Agreement and Policy Framework

SIGNING PAGE

The Saskatchewan Arts Board and Local 2288 of the Saskatchewan Government and General Employees' Union hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

Signed on of behalf of
the Employer:

Signed on behalf of
the Union:

Jeremy Morgan

Doug Townsend

Peter Sametz

Deron Staffen

Sabrina Cataldo

Rod McCorriston

Dale Schmeichel
Executive Director of Operations

Date: _____

Date: _____