

THE WASCANA CENTRE AUTHORITY

April 1, 2010 -
March 31, 2013

COLLECTIVE AGREEMENT

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ARTICLES OF A
COLLECTIVE BARGAINING
AGREEMENT

between

THE WASCANA CENTRE AUTHORITY

and

THE SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION

April 1, 2010 to March 31, 2013

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ARTICLES OF AN AGREEMENT made in triplicate this ²⁹ day of *June*, 2011 AD.,

BETWEEN

THE WASCANA CENTRE AUTHORITY, hereinafter referred to as "The Authority"

OF THE FIRST PART
AND

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION, hereinafter referred to as "The Union"

OF THE SECOND PART.

WHEREAS it is the desire of all parties to this agreement to maintain the existing harmonious relationship between the Authority and the members of the Union, to promote cooperation and understanding between the Authority and the employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, and to promote the morale, well-being and security of the employees of the Authority;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations and provisions herein contained, the Parties hereto agree as follows:

1.00 INTERPRETATION

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

- 1.01 "Active Employee" means an employee who regularly attends work or is not at work but is on the payroll records and is receiving payments from the Authority or Workers' Compensation from and including the date of injury until not more than two (2) years from the date of injury;
- 1.02 "CEO" means the **Chief Executive Officer** of the Authority;
- 1.03 "Class" for the purposes of this Agreement, is interchangeable with "classification";
- 1.04 "Classification" means a group of positions sharing identical job titles, job specifications, duties and wages;
- 1.05 "Commission" means the Public Service Commission as constituted by the Public Service Act;
- 1.06 "Day of Rest" means any day of the week on which an employee is not required by the schedule of work to be on duty, and may be a day of the week other than Saturday and Sunday. Days of rest shall be consecutive;
- 1.07 "Demotion" is defined as a movement of an employee from a position in one class to a position in another class with a lower maximum hourly rate of pay;
- 1.08 "Earnings" means the regular salary but shall not be deemed to include overtime payment, special bonuses or allowances;

- 1.09 "Employee" or "Employees" means an employee or employees to which the terms of the Agreement apply as indicated in Article 2.00;
- 1.10 **"Incumbent" means an employee who currently holds a position;**
- 1.11 "Lead Hand Assignment" means the delegation by the employer in writing of some of the duties of a higher hourly paid position to an employee who shall be paid a differential of six (6%) percent of his/hers hourly rate for each hour of such assignment, provided that no assignment shall be made for a period of less than one regular work day and the lead hand rate shall not take him/her beyond the maximum of the higher hourly paid position;
- 1.12 "Non-Shift Worker" means an employee whose regular weekly days of rest are Saturday and Sunday;
- 1.13 "Part-time employee" means one who works less than the hours of work specified in Article 6.01 of the Collective Bargaining Agreement. The part-time designation shall be limited to Accounting Clerks, Naturalist, **Community Relations Coordinator**, Receptionist, Information Guide, Stock Clerk and **Special Constable** positions or any position designated as "return to work" pursuant to Article 7.05.4, providing that these classifications will not replace existing year-round positions. The rate of pay shall be at the hourly rate established for the parallel year-round or seasonal classification. Part-time employees shall be entitled to all the benefits provided for in this Agreement, on a pro-rated basis as these are accorded to year-round and seasonal personnel, with the exception that dental and health spending accounts shall be allocated on the same basis as seasonal employees. Notification in writing of the established hours for the part-time position must be sent to the Union and any changes must be in consultation with the Union;
- 1.14 "Pay Level" means a grouping of one or more pay ranges, each range possessing the same maximum rate of pay;
- 1.15 "Pay Plan" means the levels of pay as contained in Appendix A and Appendix B and the rules governing its operation as contained in Article 5.00;
- 1.16 "Pay Range" means the series of steps or pay rates as set forth in Appendix A and Appendix B;
- 1.17 "Permanent Employee" means one who has successfully completed the probationary period on initial appointment either as a part-time, seasonal or year round employee;
- 1.18 "Position" means an established job title, duties and qualifications within a classification;
- 1.19 "Position Classification Plan" means and includes the classes of positions, the class specifications and the rules for continuous administration contained in this Agreement and any amendments made thereto from time to time in accordance with the provisions of the Agreement;
- 1.20 "Promotion" is defined as the movement of an employee from a position in one class to a position in another class with a higher maximum hourly rate of pay;
- 1.21 "Re-employment List" means seniority list as defined in Articles 4.05.7, **5.07.3**, and 8.00;

- 1.22 "Regular Work Day" means any 24 consecutive hour period commencing from the beginning of a shift;
- 1.23 "Reversion Rights" means the rights of an employee to revert back to his/her former position in accordance with the terms and conditions of this Agreement;
- 1.24 "Season of Work" shall be considered to be the equivalent of 120 or more days of seniority in the preceding fiscal year;
- 1.25 "Seasonal Employee" means one whose term of employment normally is not year-round, and who is subject to the lay-off and re-employment provisions of Article 4.04 of this Agreement;
- 1.26 "Shift" means the hours of work performed by an employee in any one regular work day;
- 1.27 "Shift Worker" means an employee whose regular weekly days of rest are not fixed on Saturday and Sunday;
- 1.28 "Special Work Function" means any work associated with an "event" or request by a participating party or a staff training session that cannot be otherwise accommodated by the regular work schedule;
- 1.29 "Temporary performance of higher duty" (TPHD) means an appointment in writing for up to **six (6) months** or successive periods up to **six (6) months** whereby an employee temporarily performs duties of a higher-paid position;
- 1.30 "**Term**" means a position of a short nature not to exceed three (3) years. The tenure is limited to a definite time with a set start and end date.
- 1.31 "Transfer" means the movement of an employee from one position to another position in the same or a different class with the same maximum hourly rate of pay;
- 1.32 "Union" includes Chief Shop Steward and Chair of the Bargaining Unit for the purposes of correspondence not related to appointment, layoff and recall;
- 1.33 "Work Schedule" means the predetermined period of time, as established by the shift roster, during which an employee works a particular set of days consisting of daily hours of work, days of rest and earned days off;
- 1.34 "Year of Service" for vacation purposes means a period of **fifty-two (52)** consecutive weeks in which an employee's employment is not broken by a period greater than **twenty-six (26)** consecutive weeks. "Year of Service" for severance pay means a period of **fifty-two (52)** consecutive weeks;
- 1.35 "Year-Round Employee" means one whose employment is on a full-time continued basis.
- 2.00 SCOPE

The terms of this Agreement shall apply as herein stated to all year-round, seasonal and **part-time** employees of the Authority, whether probationary or permanent, excluding however, the following:

- 2.01 Cleaning and catering personnel engaged on a part day and/or part week basis.
- 2.02 Casual employees engaged for less than **eighty-five (85)** hours in any one calendar month. The total number of casual employees will be limited to a maximum of twelve (12) in any one calendar month.
- 2.03 Other casual employees as agreed upon from time to time between the two parties.
- 2.04 Incumbents of the following classes of positions:

Chief Executive Officer, Executive Assistant, Chief Financial Officer, Director of Operations, Manager of Engineering, Manager of Maintenance, Manager of Forestry & Horticulture, Manager of Human Resources, Manager of Community Relations and Assistant Manager of Maintenance.

3.00 UNION SECURITY

3.01 Union Recognition

The Authority agrees to recognize the Union as the sole collective bargaining agency of the employees of the Authority and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives in regard to rates of pay, hours of work and conditions of employment.

3.02 Maintenance of Membership

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

3.03 Check-off

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 **Secretary Treasurer** of the Union biweekly, accompanied by a list of names **and** classifications of employees from whose wages the deductions have been made. Such list may be transferred electronically by the Employer to the Union.

3.04 Agent for Consent

The Union hereby irrevocably appoints its **President** being its agent for the purpose of giving consent, approval and agreement pursuant to this Agreement, without prejudice to the powers of the Union itself or of all other authorized agents to give such consents, approvals and agreements.

3.05 Membership List

The Authority agrees to provide the Union with a current list of employees and their addresses on request but no more than four times per calendar year in order to conduct the Union's membership matters.

3.06 No Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with the employer or employer representative which may conflict with the terms of this collective bargaining agreement.

4.00 APPOINTMENTS

4.01 Filling Positions from Re-employment List

When a year-round position becomes permanently vacant an appointment shall be made on the basis of seniority from the year-round re-employment list as mentioned in Article 4.05.7, 5.07.3 and 8.00 when such a list exists. No appointment shall be made if an employee has not served time in the vacated year-round position without the benefit of an in-service competition.

4.02 Filling Positions by Competition

1. Subject to Article 4.01, except for such positions as may be agreed upon from time to time by the **Manager of Human Resources** and the Union, all vacancies and new positions which involve promotion shall be subject to in-service competition.
2. (a) The competition shall allow a minimum of one (1) week for applications to be submitted and shall be announced to all employees in the form of a **bulletin** posted on all area bulletin boards, with a copy to the Union. The **bulletin** shall set out the **class** of the position, duties involved, qualifications required, salary, status (seasonal, part-time or year-round), deadline date for applications and any other pertinent information. **The bulletin shall be mailed or e-mailed** to employees on lay-off at the time of the posting of the competition.
 - (b) All qualified in-service applicants shall be entitled to write exams and be entitled to review them after being graded.
 - (c) Wherever possible, written exams and interviews for in-service competitions shall be scheduled during working hours.
3. (a) Following the closing date for the receipt of applications the Authority shall notify the Union of the time, place and date when the applicants shall be assessed. The Union shall be entitled to have a representative present to function as an observer during the assessment process. **The representative shall be considered to be on union leave paid by the Union while performing this function.**
 - (b) If the employer allows non-qualified applicants to compete for a position, then all in-scope applicants shall be included in the competition, regardless of qualifications.

- 4.02 4. The applicant with the most seniority, who has the qualifications and ability to do the job, shall be appointed to the position involved.
5. If no qualified applicants apply as a result of the above the Authority may advertise the position externally and if no qualified applicants apply, the Authority shall:
- (a) offer the position to the in-service applicant, who meets all other prerequisites for training, in order of seniority;
 - (b) if no in-service applicant agrees to training, the Authority shall fill the position in whatever manner it sees fit.
6. To the extent that it is possible to do so, the Authority shall bulletin year-round vacancies not later than October 1st each year.
7. **A term position is to temporarily fill an existing position of an employee on a leave with a start date and end date longer than six (6) months. Term positions may not exceed three (3) years. An employee promoted to a term position through the competition process shall have his/her salary adjusted accordingly. When the term ends, the employee shall revert to his/her original position and pay scale, including any increments due to him/her. After three (3) years, the position will be discontinued or be posted as permanent. The parties may agree to extend the duration of the position as required.**

4.03 1. Classification Plan

- (a) The Authority shall establish and maintain a "Position Classification Plan". The Classification Plan shall set forth for each class of positions an official class title and a statement of the duties and responsibilities of the class.
- (b) Copies of the manual of class specifications, currently maintained, shall be kept in the offices of the Authority and shall be available to employees for inspection during business hours.
- (c) The statement of qualification requirements in a specification for any class shall constitute the basis for the evaluation of the qualifications of any applicant. Minimum qualifications for any class of positions may be established or amended by the Authority. The Union in all such cases shall be informed by the Authority and shall have the opportunity to make representations before the qualifications are finalized.

2. Job Evaluation Review

A permanent employee shall have the right at any time to request and obtain a review of the correctness of the existing classification of his/her position. Requests shall be governed by the Job Classification Maintenance Plan.

4.04 Lay-off and Re-employment of Seasonal or Part-time Employees

1. Seasonal or part-time employees shall be subject to lay-off or re-employment at the discretion of the Authority. An employee's name shall be kept on the seasonal, part-time or year-round re-employment list for an unbroken period not to exceed two **(2)** years, subject to the conditions outlined in Article 4.05.7.
2. (a) Notice of such lay-off shall be given to the employees as much in advance as possible. At least one **(1)** week's general notice in writing shall be given each employee indicating the anticipated lay-off date. If weather permits employment beyond the predicted date, additional specific notice of the actual lay-off date may be less than one **(1)** week, but shall be at least one **(1)** full working day in advance of the actual lay-off date, and not necessarily in writing. Employees shall be paid in lieu if notice is not given as outlined above.
 - (b) Re-employment of seasonal employees between November 1 and the following March 31 shall not be subject to the one **(1)** week's general notice provision required in 4.04.2(a).
3. Short periods of call-back and lay-off of five **(5)** working days or less shall not be subject to the one **(1)** week' general notice of lay-off provided for in subsection 4.04.2(a), but the provisions of Article 5.14 [no work available after reporting for duty] and Article 7.03.2(b)(iv) [**no paid sick leave on call-back**] shall apply.
4. Notwithstanding Article 8.03, seasonal or part-time employees in the same class of work shall be laid off **and** re-employed in order of seniority, employees with the most seniority being the last to be laid off **and** the first to be recalled.

4.05 Lay-off, transfer or reclassification due to cutback, abolishment of position or re-organization

1. The Authority shall advise the Union as far as possible in advance of any contemplated cut-back, **abolishment** of position or re-organization which might lead to the necessity for lay-off, transfer, or reclassification.
2. The Authority and the Union shall meet within fourteen (14) days of receipt of such notification to discuss the method of handling the necessary changes.
3. Seasonal, part-time and year-round employees in the same class of work shall be laid off first in order of seniority, **employees with the most seniority being the last to be laid off.**
4. Subject to the stipulations outlined above, a permanent employee (seasonal, part-time or year-round) subject to lay-off shall have the right to exercise one of the following options:
 - (a) To go on lay-off.
 - (b) To exercise his/her total seniority to bump (displace) the employee with the least total seniority either in his/her class or in a lower class, or in any class in a designated lay-off series. After qualifications are determined, the lower class or the designated lay-off series in each instance shall be as agreed upon between the Authority and the Union.

- 4.05 4. (c) **Notwithstanding (a) and (b) above, employees may elect to resign with severance as stipulated in Article 5.21.1 and 5.21.2.**

The employee shall notify the Authority of his/her decision within 30 (**thirty**) days of the written notice of lay-off or **job abolishment**.

5. Notwithstanding the foregoing, an employee may revert along the line of promotion or transfer by which he/she came to his/her present position.
6. A permanent employee who is on probation because of a transfer or a promotion shall be able to exercise his/her normal reversion rights to his/her former position in the event of having to bump.
7. Establishment of Re-employment List
 - (a) An employee who has exercised his/her bumping rights or who has been laid off shall have his/her name placed on the seasonal, part-time or year-round re-employment list for the class of position he/she occupied at the time on a permanent basis and for such other classes of related positions for which he/she is qualified.
 - (b) An employee who has been laid-off shall have his/her name kept on the list for an unbroken period not to exceed two (**2**) years, provided, however, that the Authority may check in writing with employees on the list to determine if they wish to keep their standing. Names may be removed from the list when the employee replies in writing indicating he/she elects to have his/her name removed, or if he/she refuses an offer of re-employment with the Authority in the same classification he/she held at the time of lay-off. A voluntary letter of resignation from an employee on the list shall also have the effect of removing his/her name from it.
 - (c) An employee who assumes a new position occasioned by the reduction in staff shall be allowed such reasonable time to familiarize himself/herself with his/her new duties as the **Manager of Human Resources** may determine. If he/she is not able to **perform** the requirements of the new position, he/she shall be placed on lay-off and shall have his/her name placed on the re-employment list as provided above. **If the employee was previously on the re-employment list when he/she assumed the new position and then returned to the re-employment list, the period shall be considered continuous with the time he/she was first put on the re-employment list and he/she shall not be considered to be starting a new two- (2) year period on the list.**
 - (d) The above procedures shall be applicable to persons who have been promoted to excluded positions from positions within the scope of this Agreement.

4.06 Probation1. Probation on Initial Hire

Subject to Article 4.06.5 every person admitted to the employ of the Authority shall, in the first instance, be admitted to such employment on initial probation and shall be continued in such initial probationary position on the following basis:

- (a) Seasonal or part-time employees - **one hundred and twenty (120)** days of seniority;
- (b) Year-round **full-time** employees - twelve **(12)** calendar months;

unless by mutual agreement between the two parties the period is extended. At any time during the **initial** probationary period of an employee he/she may be dismissed or on receipt of a satisfactory service rating, he/she may be made permanent in his/her employment by the **Manager of Human Resources**.

- 2. (a) No probationary period shall be required of an employee transferred to another position in the same classification **provided they have completed a probationary period in the classification.**
- (b) **Subject to Article 4.06.1, a probationary period of six (6) calendar months is required of an employee promoted, voluntarily demoted or transferred to a position in a different classification in which they have not served a probationary period; however, for seasonal or part-time employees, the probation period shall be sixty (60) days of seniority.**
- (c) If an employee fails a probationary period required by the above, he/she shall revert to his/her former position at his/her former step in the salary range subject to any increments that he/she would have received had he/she remained in that position.
- 3. No probationary period shall be required **if an employee has already completed probation in that classification.**
- 4. Employees returning to work after a period of leave of absence or following lay-off and re-employment from the re-employment list shall not be required to serve a probationary period whether their re-employment is in the same classification or a related classification unless:
 - (a) in the latter instance, the related class is higher than the class held prior to lay-off or the period of leave of absence, or
 - (b) the employee is presently on initial probation and had yet to complete it.

If the classification is higher the employee shall be required to serve the usual probationary period provided for on promotion.
- 5. When an employee is on leave of absence for Workers' Compensation leave, sick leave, disability leave, or any reason other than **Special Constable** training, during a probationary period, the probationary period shall be extended until such time that the actual service of 120 days of seniority for seasonal or part-time employees or the appropriate probationary period for year-round employees, pursuant to Article 4.06.1 and 4.06.2, has been completed.

4.07 Performance Ratings

1. **Performance** ratings shall be completed on employees who are on probation for any of the reasons stipulated in 4.06 above. Ratings may be submitted at any time during the probation period but in all instances must be submitted not later than **twenty-one (21)** calendar days before the end of the probationary period, unless the time is extended by mutual agreement between the **Authority** and the Union. The employee shall have the **performance** rating discussed between himself/**herself** and his/her immediate supervisor **and/or Manager**. The rating shall be signed by the employee before submission to **Human Resources**. At his/her request an employee shall be provided with a copy of his/her rating.
2. In addition to the ratings above, the Authority may, at its discretion, complete **performance** ratings on employees at times to be decided by the Authority. These ratings shall be subject to the stipulations concerning the employee's rights as outlined in **Article 4.07.1** above.

4.08 Medical Certificates

- (a) An employee in his/her final month of initial probation shall, if requested by the Authority, supply a current medical certificate to the Authority. The certificate shall be signed by a Medical Doctor and shall outline the employee's health status. If desired by the Authority the said medical certificate shall be signed by a Medical Doctor selected by the Authority, provided that, if any additional expense be caused to the employee by such selection, the Authority shall be responsible therefor.
- (b) Time spent acquiring such a certificate shall be considered as leave with pay and not chargeable to sick leave.

4.09 Requests for Transfer

When an employee requests a transfer in writing, the **Authority** shall meet with the Union within **fourteen (14) working days** to discuss the request. In the event the **request is denied**, the **Authority** shall state in writing the reasons for the denial.

5.00 PAY AND ALLOWANCES

5.01 Equal Pay for Equal Work

The Authority agrees to recognize the principle of equal pay for equal work regardless of sex.

5.02 Pay Plan

1. The pay plan **is contained in** Appendix A and Appendix B of this **Agreement and shall be available for the information of all employees**.
- 5.02 2. The wage rates contained in Appendix A and Appendix B shall be applied according to the provisions of Section 5.00 of this Agreement.
3. Payment of salary or wages shall not be made to any employee of the Authority until such time as the Authority certifies that the position to be filled is one previously allocated to an established class or approves a tentative allocation.

5.03 Hiring Rates of Pay

1. The hiring rate of pay for an employee, other than a former employee, shall always be the minimum rate in the pay plan for the class of position involved when he/she is first employed by the Authority.
2. The hiring rate for former employees who are employed shall be governed by Article 5.10. The hiring rate for the following occupational classifications with previous training and/or experience may be at a rate commensurate with their experience but not exceeding the maximum:
 - **Head Mechanic**
 - Mechanic
 - **Forester 4**
 - Horticulturist 4
 - **Groundskeeper 6**
 - Engineering Technologists
 - **Special Constables**
 - Accounting Clerks

5.04 New Classes of Positions

Whenever a new class of position is created, procedures shall be governed by the Job Classification Maintenance Plan. The parties shall bargain collectively thereon for its exclusion, or for its inclusion, and if included, a rate of pay. If an agreement on a within-the-scope class is not reached, and, in order to avoid delay in the filling of a position(s) allocated to the class, the Authority may advertise the position(s) at a salary range which is the lower of the proposed salary ranges advanced by each party and employees may be hired at any rate within such salary range. A dispute occurring over failure in any instance to come to an agreement on a mutually acceptable rate of pay shall be resolved pursuant to the regular grievance procedure. The rate of pay, when finally decided between the parties, shall be retroactive in respect of any employees hired at the lower rate.

5.05 Annual Increments

1. Year-round Employees

- (a) A year-round employee shall be entitled annually to an increment within his/her pay range, except that the CEO may cause the increment to be withheld on the basis of unsatisfactory **performance**. The CEO shall notify the employee in writing of such action at least fourteen (14) calendar days prior to the increment date and give reasons. In the event the employee is not served with such a notice, he/she shall be deemed to have earned the increment.
- (b) An employee may initiate a grievance in respect of the withholding of his/her increment and the onus of proving that the increment may be withheld shall rest on the Authority.
- (c) Subject to Articles 5.05.1(a) and 5.08 a year-round employee shall receive annual increments on the anniversary date of his/her appointment.

- 5.05 1. (d) Subject to Article 7.06.2 when a year-round employee returns to the service after not more than three months' leave of absence without pay or lay-off, there shall be no change in his/her increment date.
- (e) When a year-round employee returns to the service after more than three consecutive months' leave of absence without pay or lay-off, he/she shall receive [subject to subsection (a)], an increment after twelve (12) months of actual service less credit toward an increment earned before the leave of absence without pay or lay-off was taken, **thereby establishing a new increment date for the employee.**
- (f) **Subject to the above**, a casual appointment date shall be used to determine an employee's anniversary date when his/her initial appointment to part-time or year-round staff is continuous with his/her latest casual appointment immediately prior to the initial probationary appointment.
- (g) When leave is for education and training directly related to the employee's duties or covered by the Workers' Compensation Act, there shall be no change in the increment date, unless the employee is on probation, in which case the increment date shall be altered to coincide with the length of the extended probationary period.
- (h) Subject to **the above**, a year-round employee may count, for increment purposes only, a period of part-time or seasonal employment which is continuous with a year-round appointment in the same classification.
2. **Seasonal or Part-time Employees**
- (a) A seasonal or part-time employee shall annually be granted an increment within his/her pay range, except that the CEO may cause the increment to be withheld on the basis of unsatisfactory **performance**. The CEO shall notify the employee in writing of such action at least fourteen (14) calendar days prior to the increment date and give reasons. In the event the employee is not served with such notice, he/she shall be deemed to have earned his/her increment.
- (b) An employee may initiate a grievance in respect of the withholding of his/her increment and the onus of proving that the increment may be withheld shall rest on the Authority.
- (c) For the purposes of this article, "annually" means once yearly, provided that a seasonal or part-time employee has earned a minimum of **one hundred and twenty (120)** days of seniority.
- (i) In the case of time served by a seasonal employee in more than one classification, the time served shall be taken collectively from all classifications for the purposes of granting an annual increment based on **one hundred and twenty (120)** or more days of seniority.
- (d) **Where an employee has not worked the required one hundred and twenty (120) days prior to his/her increment date**, the increment date shall be **adjusted to the first day of the pay period** in which the completion of **one hundred and twenty (120)** days occurs.

- 5.05 2. (e) When an employee receives an initial probationary appointment, there shall be counted in the calculation of the required **one hundred and twenty (120)** days of seniority, all his/her casual employment in the same classification.

3. **Increments on Temporary Performance of Higher Duty**

- (a) An employee, while temporarily performing the duties of a higher paid position, shall be eligible to receive normal increments and economic adjustments in his/her home class and the supplementary payment for temporary performance of higher **duty** shall be recalculated on the **adjusted base** salary.
- (b) If the employee is not at the maximum step of the pay range for his/her temporary performance classification, the employee shall be entitled to earn increments on the same basis as a part-time or seasonal employee as stipulated in Article 5.05.2(c), payable while serving in that temporary performance classification.

5.06 **Assignment of a New Pay Range - Upward Reclassification**

If a position is reclassified upward and the incumbent of the position before reclassification is appointed to the position as reclassified, he/she shall be paid as if he/she were promoted to the position according to the provision of **Article 5.08**.

5.07 **Assignment of a New Pay Range - Downward Reclassification**

1. If a position is reclassified downward with a lower pay range assigned to a position or a class of positions, and an employee's current salary is below the maximum of such range, the employee shall retain his/her salary until his/her increment date of appointment, at which time he/she shall go to the next step in the new range.
2. If a position is reclassified downward with a lower pay range assigned to a position or a class of positions, and an employee's current salary is above the maximum of such range, his/her salary shall not be reduced. The incumbent shall retain the salary range in effect prior to the downgrading of the position. The employee shall not be entitled to any economic adjustment until such time as the maximum of the range for the lower class overtakes the maximum of the range retained under this subsection, after which he/she shall move to the step in the downgraded range which is at least equal to, or greater than, the employee's current salary. The employee shall then advance through the remaining steps of the downgraded salary range, to the maximum on his regular increment dates.
3. If a position is reclassified downward, the incumbent shall have his/her name placed on a re-employment list for a class of positions similar to and with the same salary range as his position before it was downgraded, and the employee shall have the right to accept or reject such position pursuant to the following:

If he/she elects to reject the position offered, he/she shall be subject to a reduction in pay as on voluntary demotion. If he/she elects to accept the position offered, he/she shall be required to satisfactorily complete the probationary period for such position and in the event of failing to do so, he/she shall be entitled to return to his/her former position.

- 5.07 4. Until it is possible to place, from the re-employment list, the incumbent of a downgraded position he shall advance through the steps of the salary range referred to in subsection 2 of this section, to the maximum on his regular increment dates.

5.08 Promotion

1. With the exception of Article 5.08.3, an increase of **six (6%) percent** in the hourly rate of pay shall be granted on the promotion of an employee, including an employee on probation. If the addition of **six (6%) percent** produces a rate below the minimum of the range for the higher paid position the rate shall be adjusted to the minimum of the range. If the addition of **six (6%) percent** produces a rate between two steps in the range of the higher paid position the rate shall be adjusted to the higher of these two rates. If the increase provided is **six (6%) percent** or greater the new increment date shall be one year from his/her date of promotion. No promotion shall take him/her beyond the maximum of his/her new range.
2. Whenever an employee's increment date, or an adjustment in salary occurs on the same date as a promotion or reclassification, the employee shall receive his/her increment or adjustment before the promotion formula is applied.
3. Where an employee obtains a promotion while on initial probation or moves from Pay Level 1 to Pay Level 2 or Pay Level 3 or from Pay Level 2 to Pay Level 3 in Appendix A, he/she shall not be entitled to the adjustment specified in subsection 1 hereof; however, the employee shall move to the same step in the new pay range as that at which he/she was being paid in the previous range. Where the change in rate is **six (6%) percent** or less, there shall be no change in his/her increment date. Where the change in rate is greater than **six (6%) percent** a new increment date shall be established as in subsection 1 hereof.

5.09 Demotion

1. When, for any reason, a permanent employee voluntarily takes a demotion, his/her increment date shall not be changed. His/her rate of pay shall be adjusted as follows:
 - (a) Whenever his/her rate prior to demotion is above the maximum established for the class into which he/she is taking a demotion, it shall be reduced to the maximum.
 - (b) Whenever his/her rate prior to demotion is within the range of pay established for the class into which he/she is taking demotion, it shall remain the same until his/her increment date and then be increased to the next higher step in the range.
2. Whenever an employee is involuntarily demoted, his/her rate of pay shall be reduced to the rate next lower in the range of pay established for the class into which he/she is demoted, and so remain until his/her increment date in the position from which he/she was demoted.

- 5.09 3. An employee who retains his/her rate of pay on voluntary demotion and who promotes within one year thereafter, shall be entitled to the benefits of 1(b) above, but not the benefit of the promotion formula except when the promotion is to a position the pay range of which is higher than the range for the position from which he/she is demoted in the first instance.

5.10 Re-employment After Resignation

Where a former employee is re-employed in the same or a similar class as that from which he/she resigned, the Authority shall authorize a rate of pay no lower than the rate in the scale attained by such employee at the time of his/her resignation.

5.11 Re-employment After Lay-Off

1. Year-round Employees

- (a) Where an employee is re-employed after lay-off in the same or a similar position as he/she held prior to lay-off, he/she shall be paid at the rate received at the time of lay-off.
- (b) Where, after lay-off, an employee is employed in a position lower in **pay level** than that which he/she held prior to lay-off, he/she shall be paid as follows:
 - (i) Where, within the scale of the lower position, there is a rate equivalent to the rate at which he/she was formerly paid, he/she shall be paid at such rate.
 - (ii) Where, within the scale of the lower position, there is no rate equivalent to the rate at which he/she was formerly paid, but his/her former rate falls within minimum and maximum rates of pay for the lower position, he/she shall be paid at the next higher rate in the scale of the lower position.
 - (iii) Where the rate of pay in his/her former position exceeds the maximum rate of pay for the lower position he/she shall be paid the maximum rate of pay in the scale of the said lower position.
- (c) When as a result of a competition, an employee after lay-off is employed in a class of positions having a higher hourly pay range than the position which he/she held prior to lay-off, he/she shall have his/her hourly pay adjusted as on promotion.

2. Seasonal or Part-time Employees

Pay of seasonal or part-time employees on re-employment after lay-off shall be according to the provisions of **Article 5.05.2** above.

5.12 Temporary Performance of Higher Duty (TPHD)

1. Subject to subsection 2 of this Article, and provided that an employee has not been assigned lead hand duties pursuant to Article 1.11, an employee who is **assigned in writing** to temporarily perform duties of a higher paid position than that of which he/she is the incumbent shall be paid on the same basis as the **promotion** formula provided in 5.08.1. The Temporary Performance assignment shall not exceed a period of **six (6) months** unless extended by mutual agreement. For continuous periods of temporary performance of three or more months, employees shall receive premium pay for sick leave, pressing necessity, statutory holidays and vacation leave.
2. Employees required to perform duties of another employee who is on an earned day off, pursuant to Article 6.01, shall not receive temporary performance of higher **duty** pay for such work, unless previously authorized in writing to receive such pay.

5.13 Overtime

1. All work performed in excess of the regular hours of work in a **twenty-four (24)** hour period shall be considered as overtime. Employees shall not work overtime unless authorized to do so. Such authorization, to be effective, must be communicated by the **Manager** in charge, or his/her designated appointee. Payment shall be made at the following rates:
 - (a) Time and one-half for the first three (3) hours of overtime worked on any one regular work day, or earned day off; double time for all hours of overtime over three (3) **hours** on these days; double time for all hours worked on days of rest. Such payment shall be in addition to all other amounts due the employee.
 - (b) An employee required to work overtime shall receive pay for this time unless time off at the appropriate overtime rate in lieu of pay is mutually agreed to by the employee and the employer and the agreement is recorded in writing. The time in lieu shall be taken within the fiscal year or paid for as provided in this article.
 - (c) Leave of absence without pay taken in the same pay period that an employee worked overtime shall be deemed as time-in-lieu to the extent that such time-in-lieu has accumulated.
2. All work performed on days of rest shall be considered as overtime, with the exception of part-time employees who work less than the scheduled hours of work specified in Article 6.01.
3. An employee who is required to perform overtime on his/her day(s) of rest or at a time which is not continuous with his/her regular hours of work shall be paid for a minimum of two hours of overtime at overtime rates. Subject to Articles 5.13.2 and 5.13.4, and including court cancellations with less than 24 hours of notice, **Special Constables** shall be paid for a minimum of four hours at the appropriate regular or overtime rate for court appearances.

- 5.13 4. In cases where a **Special Constable** is paid for sick leave on a day of a court appearance he/she shall be paid at the overtime rate only for that period of time spent in court, notwithstanding Article 5.13.3.

5.14 No Work Available After Reporting for Duty

1. If, upon reporting for regular duties, sufficient work is not available to last the entire shift and notice of lay-off was not given twelve (12) hours prior to the start of the shift, an employee shall be guaranteed four and one-half (4 1/2) hours of work at the regular rate of pay if he/she elects to work those hours. The employee shall be advised by management within one hour of the start of the shift of the option that he/she can leave work immediately and shall receive a maximum of two (2) hours of pay at the regular rate.
2. **Management may provide the option to all those employees who chose to stay as per Article 5.14.1 and work the four and one-half (4 1/2) hours to complete his/her shift.**
3. **Notwithstanding Article 5.14.1, should adverse weather develop, the Authority may provide notice before the completion of four and one-half hours that employees can leave work after the completion of four and one-half (4 1/2) hours of work. Where this occurs, employees shall be guaranteed pay for a minimum of the four and one half (4.5) hours listed in Article 5.14.1.**
4. Pursuant to Article 7.03.2(b)(i), leave for illness or other pressing necessity shall be paid only to the extent of the regular hours worked up to the time of lay-off by all other staff members scheduled for the same shift, to the extent that sick leave credits are available for this purpose.

5.15 Pay Periods

1. All employees shall be paid on the basis of bi-weekly work periods, with the exception that when a pay day falls on a holiday it shall be advanced to the preceding work day.
2. The employee's final pay cheque following separation or lay-off shall include payment for all wages accrued to date.

5.16 Pay Advice Statement

1. Every employee shall receive a direct deposit advice statement showing the gross amount earned, itemized deductions, and the net amount payable, plus explanations, where applicable, relating to corrections or adjustments of a special nature.
2. Upon request an employee shall be supplied with a copy of the time sheet, Temporary Performance of Higher Duties or Lead Hand Assignment form and other related payroll information.

5.17 Shift Differential

1. An employee who works **between the hours of 6:00 p.m. and 6:00 a.m.** shall **receive, on top of his/her regular wage, a shift differential of \$1.75** for each hour worked. No shift differential shall be paid for time worked on a designated holiday **or when overtime rates are paid.**

Weekend Premium

2. An employee who works **between the hours of 12:00 a.m. Saturday to 12:00 a.m. Monday** shall receive, on top of his/her regular wage and any other premiums being paid to him/her, **a shift differential of \$0.60** for each hour worked. No shift differential shall be paid for time worked on a designated holiday **or when overtime rates are paid.**

5.18 Transfer

When an employee is transferred, his/her rate of pay and his/her increment date shall not be changed.

5.19 Allowances

1. **Special Constables**

(a) Cleaning Allowance

An allowance of \$1.37 per day shall be paid to each employee in the **Special Constable** classification for uniform maintenance while on duty.

(b) Plain Clothes Allowance

The Authority shall provide a cleaning allowance of \$.71 per day and a clothing allowance of \$4.00 per day for **Special Constables** required to wear plain clothes while on duty, and such **Special Constables** shall not be entitled to an allowance under Article 5.19.1(a) during a period of plain clothes duty.

(c) Supply of Uniforms

The Authority agrees to supply and maintain uniforms, footwear and equipment for **Special Constables**.

(d) Replacement of Eyeglasses

The Authority shall pay for the replacement of prescription eyeglasses for any **Special Constable** if the glasses are damaged or broken in the line of duty.

(e) Driver's License Surcharge

Special Constables who are involved in traffic accidents while engaged in legitimate work duties on behalf of the Authority shall be reimbursed a maximum of \$200.00 for a driver's license surcharge resulting from the action.

5.19 2. Boot Allowance

- (a) The Authority agrees to pay a boot allowance of \$125.00 per year to employees required to wear appropriate footwear as legislated by the Occupational Health and Safety Act and Regulations following completion of the initial three (3) weeks of employment. **An additional \$75.00 boot allowance will be paid to employees who require boots for winter work.**
- (b) The asphalt crew shall be paid an additional \$.40 per hour as a boot allowance.

3. Tool Allowance

- (a) Mechanic's Assistants, Mechanics, and the Head Mechanic, who as a condition of employment must supply **his/her** own tools to perform **his/her** duties and who have earned at least **sixty (60)** days of seniority in a fiscal year, shall be **paid \$600.00** annually for the cost of insuring and replacing **his/her** tools. Such payment is to be effective **April 1** of each year.
- (b) **Notwithstanding the previous clause, employees who work less than a full year in the classification will receive the full allowance if they work fifty (50%) percent or more of the year in the classification and those who work less than fifty (50%) percent shall receive \$300.00 annually.**

5.20 Supply of Aprons and Coveralls

The Authority shall supply and maintain the aprons used in the Greenhouse and the coveralls used by the Mechanic Assistants, Mechanic, and **Head Mechanic** in the performance of their duties **for the Authority**.

5.21 Severance Pay

1. Year-round Employees

A year-round employee in either of the following two categories:

- (a) One whose position has been designated by the Authority as abolished or whose position is lost due to such an abolishment, and who elects to resign, or
- (b) One whose name is placed on the lay-off list and who does not receive a call-back to the same classification he/she held at the time of lay-off before expiry of the two **(2)** year limit;

shall be entitled to the greater of the following two amounts:

- (i) Severance pay on the basis of one **(1)** week's pay for each year of service or a portion thereof. Pay **for year-round employees** shall be calculated on the basis of the employee's rate of pay at time of resignation or when he/she last went on the lay-off list, or

- 5.21 1. (b) (ii) **An amount equal to one-third (1/3) of his/her unexpended sick leave accumulated from the date of employment to the date of separation. Payment shall be calculated on salary being paid on the date of separation.**

2. Seasonal or Part-time Employees

A seasonal or part-time employee in either of the following two categories:

- (a) One whose position has been designated by the Authority as abolished and the employee has been unable to obtain other employment with the Authority through the lay-off and re-employment provisions available to him/her in this agreement, or
- (b) One who has exhausted all possibilities under (a) above, and has been listed for re-employment for a period of two (2) years, and has established eligibility by having at least twelve (12) months of actual service identifiable by actual records which accurately confirm his/her appointment, shall be entitled to the greater of the following two amounts:
 - (i) One (1) week's pay for each year of service or a portion thereof or one (1) week's pay for every one hundred and twenty (120) days of seniority or a portion thereof, whichever is less. Pay shall be calculated on the basis of the employee's normal rate of pay at the time of lay-off, or
 - (ii) The gratuity provided for in Article 5.21.1(b)(ii).
- (c) Payment shall not be made until the employee has been listed for re-employment in excess of two (2) years and his/her name removed from the seniority list, or the Authority has determined that further employment will not be available, whichever is the earliest.

3. Career Assistance Options

Employees whose jobs are abolished, resign and accept severance may access the Career Assistance Options. The maximum value of Career Assistance shall be \$5,000 calculated on the basis of \$500 for every year of service, prorated for a partial year. Year round employees shall qualify after completion of a period of **twenty-four (24)** months beginning with the first day of employment. Seasonal or part-time employees shall qualify after completion of 480 days of seniority to earn the equivalent of two years service.

Permanent employees with less than two (2) years or **four hundred and eighty (480)** days of seniority, or any combination thereof, shall not be eligible for Career Assistance and enhanced severance.

Employees who qualify for the Career Assistance Plan have one year from the date of job abolishment to begin the process of Career Assistance Options, and may elect one or more of the following assistance options to a maximum value of \$5,000.

5.21. 3. 1. Career Counselling and Job Placement

Career counselling and job placement to a maximum of \$5,000 shall be provided by any one of a 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 may include assessment, resume writing, interview coaching, job search techniques and office support.

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

The **Manager of Human Resources** shall liaise with the selected company which shall handle the employee's needs and establish a defined credit account for the employee. The selected company shall invoice the Authority for all outplacement services provided.

2. Retraining Assistance

Retraining assistance to a maximum of \$5,000 shall be provided in the form of payment of tuition fees at any Saskatchewan educational institute.

Employees shall be able to access retraining assistance over a three (3) year period commencing on the date the employee's position is abolished.

3. Enhanced Severance

Enhanced Severance calculated on the basis of one (1) week's salary for every year worked to a maximum of five (5) weeks or \$3,000 shall be provided to employees who elect to resign and access Career Assistance. Enhanced Severance shall be the lesser of five (5) weeks or \$3,000.

4. Death of an Employee While on Lay-off

When an employee, who is on the re-employment list due to job abolishment, dies while on lay-off, the **estate** shall be entitled to the payments provided by the article as though he/she has remained on the lay-off list for two years without receiving a call-back.

5.22 Jury Duty

In the event that an employee is required to serve as a juror or to appear in court as a witness, he/she shall suffer no loss of pay, providing his/her juror's fee or his/her witness fee is paid over to the Authority.

5.23 Use of Privately Owned Vehicles

Employees authorized on an incidental basis to use privately owned vehicles for Authority business to transport themselves and/or other employees to or from a work site away from their headquarters or for hauling materials to or from a work site, shall be entitled to an allowance equivalent to the allowance established by the Saskatchewan Public Service Commission.

6.00 HOURS OF WORK

6.01 Scheduled Hours of Work

The hours of work for year-round and seasonal employees, based on a regular work day, shall be scheduled as follows:

1. (a) (i) 8 Hours (156.0/month)
Receptionist, Clerk Steno and Accounting Clerks. Pursuant to Article 7.02.2(a), non-shift workers shall work Monday through Friday, 8:00 a.m. to 12:00 noon; 12:30 p.m. to 4:30 p.m. The above times by mutual consent may be altered by agreement between Wascana Centre Authority and the Union.
- (ii) 8 Hours (156.0/month)
Information Guides, **Community Relations Coordinator, Naturalist and Special Constables**. Pursuant to Article 7.02.2(b), shift workers shall work schedules suited to the various Authority needs subject to the same stipulations as indicated in Article 6.02.
- (b) 8 3/4 hours (170.63/month)
All Others. Actual work schedules suited to the various Authority projects shall be subject to the same stipulations as indicated in Article 6.02.
2. Subject to Article 5.13.1 and 5.13.2, the days of rest shall be consecutive with each other.
3. The Authority reserves the right to make alterations in shifting arrangements to accommodate training courses which may fall outside the normal shift pattern, and days off may have to be rearranged with no loss in pay. Any change to existing schedules shall be made only after reasonable advance notice and consultation with the Union.

6.02 Averaging of Hours

1. Employees shall be granted one earned day off without pay for every nine regular days worked in a two-week averaging period, and shall not work more than nine (9) regular days unless authorized to work as overtime and be paid in accordance with Article 5.13.
2. Subject to Article 6.05, this earned day off may be assigned by the Authority at any time in advance of, but not later than, the day immediately following the completion of nine (9) regular days of work, but the day may be in advance only when required for work schedule changes or special work functions or for the Greenhouse operation.
3. Timing of Initial Earned Day Off

For the purposes of this Article, in all instances of appointment or re-employment, employees may work less than the prescribed period before being granted their initial day off without pay.

- 6.03 If an employee is ill on his/her earned day off, without pay, there shall be no other day assigned and there shall be no charge against sick leave credits.

- 6.04 Should an **earned** day off without pay fall on a designated holiday, outlined in Article 7.02, the following regular work day shall be granted as the day off without pay.
- 6.05 Absences for paid sick leave and pressing necessity, designated holidays or paid vacation leave shall be deemed time worked for the purpose of calculating the regular days specified in Article 6.02.

6.06 Rest Periods

Shift employees shall be entitled to two fifteen minute rest periods in each shift. Other employees shall be entitled to a morning and afternoon rest period of fifteen minutes each. Rest periods shall be scheduled to meet the needs of the Authority.

6.07 Meal Break

Special Constables shall receive a **thirty (30)** minute paid meal break for each regular shift but cannot charge overtime if the break is not taken. **Special Constables shall be available for calls and within the boundaries of the park on the paid meal break.**

7.00 LEAVE OF ABSENCE

7.01 Annual Vacation Leave

1. Year-Round Employees

Year-round employees shall receive vacation allowances on the following basis:

- (a) Vacation leave with pay shall, subject to **Article 7.01(I)**, be earned on the basis of **ten (10)** hours for each completed month of service for employees who work an eight- **(8)** hour shift. All other employees shall earn **10.9375** hours for each completed month of service.
- (b) In an employee's first fiscal year of employment, he/she may take his/her vacation leave in whole or in part only after it is earned. However, he/she shall be permitted to take his/her **earned vacation** leave with pay for the fiscal year by **March 31st**. In the event that an employee does not receive direction from the Authority so that his/her leave may be taken by **March 31st**, he/she shall be paid for such leave in lieu at his/her normal rate of pay on the same basis as it was earned.
- (c) In subsequent fiscal years, employees shall be entitled to take three weeks' vacation leave with pay annually, provided however, that if an employee leaves the service after having taken more vacation leave than he/she had earned according to (a) above, he/she shall repay the Authority for such over-expenditure of leave. The Authority may deduct such repayment from monies which the Authority owes the employee.
- (d) Vacation leave provided for in this section may be taken only on the basis of an agreement between the employee and the **Director of Operations or Chief Financial Officer** and/or immediate Manager. Annual vacations shall be regulated by a rotation scheme to ensure equality for all employees, regardless of seniority.

- 7.01 1. (e) An employee who leaves the service of the Authority shall be paid in lieu of earned vacation leave which he/she has not used on the same basis as it was earned according to (a) above.
- (f) The following formula shall be applied for the purpose of calculating pay in lieu of earned vacation leave: Total gross earnings during the calendar year x 3/52, 4/52, 5/52 or 6/52, whichever is applicable.
- (g) Employees shall be entitled to carry over vacation leave with pay to a maximum of ten (10) days from one fiscal year to the next fiscal year.
- (h) In special circumstances, or certified illness, the CEO may approve the further carry-over of vacation in addition to the accumulation of vacation leave permitted under the immediately preceding subsection (g).
- (i) In the event of the death of an employee, any amount ordinarily due under this Article shall be paid to the estate.
- (j) Where any holiday designated in Article 7.02 falls within an employee's annual vacation, such employee shall be granted one additional day of vacation leave.
- (k) In addition to any vacation leave earned up to March 31st of the preceding fiscal year, an employee leaving the service on or after age **sixty-five (65)**, or at any time following the completion of thirty-five (**35**) years' service shall be entitled in the fiscal year of retirement to the full vacation leave or pay in lieu thereof as specified in subsection (L), next following.
- (l) Subject to service as recognized by the Wascana Centre Authority, and pursuant to Article 7.01.1(g) an employee shall be entitled to and, prior to the end of the fiscal year, shall **earn** the following periods of vacation leave with pay:
- (i) 160 hours if he/she works an eight-hour shift and **175** hours for all other employees, provided he/she will have completed eight (8) or more years of service in that fiscal year;
 - (ii) 200 hours if he/she works an eight-hour shift and **218.75** hours for all other employees, provided he/she will have completed fifteen (15) or more years of service in that fiscal year;
 - (iii) 240 hours if he/she works an eight-hour shift and **262.5** hours for all other employees, provided he/she will have completed twenty-five (25) or more years of service in that fiscal year.
- (m) A year-round employee who has previous seasonal or part-time employment to his/her credit shall be entitled to count each **one hundred and twenty (120)** days of seniority as a "year" for the purposes of subsection (L), but shall not count any days earned in the fiscal year that year-round employment occurred.

- 7.01. 1. (n) The Authority may, when necessary restrict vacation leave in whole or in part, but in **the case it is restricted**, the employee shall be entitled to receive pay in lieu thereof, in addition to all other monies due to him/her.

2. Seasonal or Part-time Employees

Seasonal or part-time employees shall receive vacation allowances on the following basis:

- (a) Subject to **Article 7.01.2(b)**, a seasonal or part-time employee shall receive three fifty-seconds (3/52) of his/her gross wage earnings **paid** in accordance with **the provisions of** Article 7.01.2(c).
- (b) (i) A seasonal or part-time employee shall be paid four fifty-seconds (4/52) of his/her gross wage earnings provided he/she will have completed eight (8) years of service in the preceding fiscal year and no less than 960 or more days of seniority;
- (ii) A seasonal or part-time employee shall be paid five fifty-seconds (5/52) of his/her gross wage earnings provided he/she will have completed fifteen (15) or more years of service in the preceding fiscal year, and no less than 1,800 or more days of seniority;
- (iii) A seasonal or part-time employee shall be paid six fifty-seconds (6/52) of his/her gross wage earnings provided he/she will have completed twenty-five (25) or more years of service in the preceding fiscal year, and no less than 3,000 or more days of seniority.

The seasons of work, years of service or days of seniority referred to above shall include all services to the credit of the employee as recognized by **the** Authority.

- (c) All amounts payable under subsection 7.01.2 shall be recorded for each employee by the Authority, and paid to him/her either,
- (i) On being granted vacation leave, or
- (ii) At normal seasonal lay-off time, or
- (iii) On resignation or dismissal, or
- (iv) On the basis of bi-weekly work periods.

7.02 Designated Holidays

1. (a) Designated Holiday List

Leave of absence 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 floating holiday to be mutually arranged between the employee and the immediate supervisor. Seasonal **and part-time** employees must have accumulated, in the preceding fiscal year, at least 300 or more days of seniority to earn the floating holiday.

- 7.02 1. (b) **A floating holiday may not be carried forward from one fiscal year to the next and therefore the first day of vacation taken in a fiscal year will be recorded as the floating holiday to ensure it is used in the appropriate year.**
- (c) An employee shall be entitled to pay for any one of the above holidays, without working on the holiday, when he/she works a day or any part of a day in the week in which the holiday occurs, provided however, that an employee shall not be entitled to pay for any holiday occurring:
- (i) Prior to the beginning of his/her initial appointment.
 - (ii) Prior to the date of call-back from seasonal lay-off.
- (d) Notwithstanding Article 7.02.1(b), a **seasonal or** part-time employee shall be entitled to pay at the rate of **five (5%) percent** of his/her total wages, not including overtime, over the four (4) complete calendar weeks preceding the week in which any one of the above holidays occurs.
- (e) In determining the week in which a holiday falls, the provisions of subsection 2 below shall apply.

2. Falling on Days of Rest

(a) Non-Shift Workers

For employees whose regular weekly days of rest are Saturday and Sunday on a permanent basis, holidays shall be transferred as follows when they fall on the employee's day(s) of rest:

- (i) When any of the above holidays fall on a Sunday the following Monday shall be considered a holiday.
- (ii) When any of the above holidays fall on a Saturday, either the preceding Friday or the following Monday, at the Authority's discretion, shall be considered as a holiday.
- (iii) When either Christmas Day or Boxing Day falls on a Saturday or Sunday, the Authority, subject to the provisions of (i) above, shall designate another working day(s) to be observed as the holiday(s) in lieu thereof.

(b) Shift Workers

- (i) For employees whose weekly days off are not fixed on Saturday and Sunday, another day in lieu shall be allowed when a holiday falls on such employee's day of rest, provided that if such leave of absence with pay cannot be granted within the same week in which the holiday falls, the time in lieu becomes one and one-half days. If a leave of absence without pay is taken in the same week as a holiday it shall be deemed as time-in-lieu to the extent that such time-in-lieu has accumulated. The time in lieu shall be taken within three months, to be mutually arranged between the employee and the immediate supervisor, or paid for as provided in Article 7.02.3(a). By mutual agreement the three month period for granting leave with pay may be extended.

- 7.02 2. (b) (ii) For employees whose weekly days off are not fixed on Saturday and Sunday, designated holidays shall be non-transferable.

(iii) Wherever possible, shifts shall be filled on a voluntary or rotational basis.

3. Working on a Designated Holiday

(a) An employee who is required to work on a **designated** holiday shall be entitled to leave of absence with pay of **two (2)** hours for each hour worked in lieu of the said **designated** holiday, to be mutually arranged between the employee and the immediate supervisor, provided that if such leave of absence with pay cannot be granted within the fiscal year, the employee shall be paid at the rate of **two (2)** times the **hourly rate** for the **hours worked on the designated holiday**. By mutual agreement the period for granting leave with pay may be extended.

(b) An employee who is required to perform overtime work on a **designated** holiday shall be paid at the rate of two and one-half (2 1/2) times his/her regular pay for each hour in excess of normal hours which he/she works.

4. Working on a Designated Holiday which is also a Day of Rest

When a **designated** holiday falls on an employee's assigned day of rest, and he/she is required to work on such **designated** holiday, he/she shall be **entitled to leave of absence with pay of three and one-half (3½) hours for each hour worked in lieu of the said designated holiday to be mutually arranged between the employee and the immediate supervisor, provided that if such leave of absence with pay cannot be granted within the fiscal year, the employee shall be paid at the rate of three and one-half (3½) times the hourly rate for the hours worked on the designated holiday.**

5. The provisions of 3 and 4 above shall apply to a day(s) designated as a holiday under the transfer of holiday provisions contained in 2 above.

7.03 Leave for Illness or Other Pressing Necessity

1. Year-Round Employees

(a) Year-round employees with less than three **(3)** months' continuous service shall be **advanced** one **(1)** week's leave with pay for sickness or other pressing necessity. All other year-round employees shall be allowed to draw such leave as **they have** accumulated subject to **Article 7.03.1(c)**.

(b) Year-round employees who work an eight- **(8)** hour shift shall earn **ten (10)** hours of sick leave and all other employees shall earn **10.9375** hours of sick leave for each completed month of service.

(c) Sick leave credits shall be accumulated from year to year. Employees shall be entitled to draw on their accumulation up to a maximum of 262 consecutive working days.

- 7.03 1. (d) At the discretion of the CEO, an employee whose sick leave benefits are exhausted may be permitted to draw on his/her future credits to a maximum of thirty days. In the event that he/she separates, dies or retires, any overdrawn amount owing shall be recovered. The intent of this subsection is to deal primarily with instance 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.

2. Seasonal or Part-time Employees

- (a) Seasonal or Part-time employees **who work an eight- (8) hour shift shall earn ten (10) hours of sick leave with pay and all other seasonal employees** shall earn 10.9375 hours of sick leave with pay for every twenty (20) days of seniority earned, and shall be entitled to draw such leave with pay only to the extent that such leave has been accumulated. Such leave shall be accrued from the date of hire but cannot be accessed until the successful completion of the employee's initial probation.
- (b) Unused credits shall be accumulated for each employee from year to year and the accumulated sick leave can be used, subject to the following restrictions:
- (i) A seasonal or part-time employee shall be subject to the same total limitation on consecutive use of sick leave as are year-round employees, as outlined in Article 7.03.1(c) above.
- (ii) A seasonal employee who, due to illness, is unable to answer a call-back between April 1 and October 31 shall be entitled to use accumulated sick leave credits subject to Article 7.03.3.
- (iii) A seasonal employee who, due to illness, is unable to answer a call-back between November 1 and the following March 31 shall not be entitled to use accumulated sick leave credits. All other employees shall be entitled to draw such leave with pay only to the extent that such leave has been accumulated.
- (iv) A seasonal employee called back under the terms of Article 4.04.3 shall not be entitled to draw sick leave with pay.

3. Sick Leave Usage

- (a) Every employee who may be absent due to sickness or injury must cause his/her immediate supervisor to be notified prior to the commencement of his/her regular work day and the employee shall not be entitled to benefits for such absence should the required notification not be given, unless delaying such notification shall be shown to have been unavoidable, and satisfactory evidence of disability is furnished.
- (b) The **Manager or Manager of Human Resources** may require an employee to provide a Doctor's Certificate.
- (c) In case of lengthy illness, the Authority may require a physician's report at intervals throughout the illness, such intervals not to exceed three (3) months.

- 7.03 3. (d) The Authority reserves the right to call for an examination at any time by a **health care professional (e.g., physician, psychologist, psychiatrist)** of its choice, and shall be responsible for any costs **associated with the examination**.
- (e) **Sickness** shall include injury other than accidental injury arising out of, and in the course of, employment by the Authority, excepting as designated in **Article 7.03.3(f) and 7.03.3(g)**.
- (f) If an employee has met with an accident under circumstances entitling him/her to recover damages from a third party responsible, the Authority, in its discretion, instead of paying benefits under this plan, may make advances of loans to such employee to be repaid out of the amounts, if any recovered by such employee from such third party by way of damages for lost time, owing to said accident.
- (g) The Authority reserves the right to determine whether employees shall be allowed sick leave benefits, in whole or in part in those cases where employees' disabilities:
- (i) are the result of causes arising when employees were on leave of absence,
 - (ii) are the result of engagement in criminal activities.
- Nothing in this subsection shall be deemed to imply any approval of an employee undertaking work for another employer.
- (h) Former Government of Saskatchewan employees shall be credited with sick leave **balances** which they earned **provided that the Authority can obtain payment of such credits from the Government of Saskatchewan employer**.
- (i) An employee leaving the **Authority** who has been granted more leave for sickness and/or pressing necessity than was due him/her, shall have deducted from any monies owing him/her by the Authority an amount calculated on the basis of the number of days over-expended at the rate of salary on separation.
- (j) Holidays designated in Article 7.02.1(a) occurring during the period when an employee is on sick leave shall not be charged against the employee's sick leave credits.
- (k) Lay-off or Separation
- (i) In the case of an employee who is laid off or separated, by reason other than his/her retirement, prior to termination of his/her illness or injury, and where the illness or injury occurs two months or less before the lay-off or separation and notice of the lay-off or separation is given prior to the occurrence of the illness or injury, benefits shall be terminated at the earliest on lay-off, separation or the exhaustion of all accumulated paid sick leave,

- 7.03 3. (k) (ii) in any other case, benefits shall be continued after the lay-off or separation until the earliest of the end of the incapacity due to illness or injury, or the exhaustion of all accumulated paid sick leave up to a maximum of 75 days from the date of illness, subject to medical verification of the illness. Employees shall not accumulate seniority for time spent on sick leave after the date of lay-off.

7.04 Pressing Necessity and Personal/Family Leave

Leave of absence with pay, chargeable to an employee's sick leave credits, may be made on the basis of pressing necessity and personal/family leave. Advance requests to use sick leave credits for this purpose shall be made in writing, or verbally, to the Manager of Human Resources. Requests may be rejected or may be granted to an extent considered to be fair and reasonable by the Manager of Human Resources on the basis of the particular situation concerned and providing the following stipulations are met:

1. Year Round Employees

- (a) An employee who maintains a minimum of **seventy-five (75)** sick leave days may be permitted by the Manager of Human Resources to use sick leave credits for pressing necessity purposes.
- (b) An employee with less than **seventy-five (75)** sick leave days may be granted up to three (3) days sick leave by the Manager of Human Resources for pressing necessity purposes, cumulative from year to year, until a minimum of **seventy-five (75)** sick leave credits have been accumulated.
- (c) An employee with less than **seventy-five (75)** sick leave days who requires pressing necessity leave in excess of permitted limits, may be granted an advance to a maximum of three (3) sick leave days per year. This advance shall be charged against the employee's sick leave credits in the following year.

2. Seasonal or Part-time Employees

- (a) An employee who maintains a minimum of **seventy-five (75)** sick leave days may be permitted by the Manager of Human Resources to use sick leave credits for pressing necessity purposes.
- (b) An employee with less than of **seventy-five (75)** sick leave days may be granted up to one (1) day of sick leave for every four completed months of service by the Manager of Human Resources for pressing necessity purposes, cumulative from year to year, until a minimum of **seventy-five (75)** sick leave days have been accumulated.
- (c) An employee with less than of **seventy-five (75)** sick leave days who requires pressing necessity leave in excess of permitted limits, may be granted an advance to a maximum of one (1) sick leave day for every four months of completed service. This advance shall be charged against the employee's sick leave credits in the following year.

7.04 3. Pressing Necessity Policy

Pressing necessity shall be paid in accordance with existing Wascana Centre Authority Policy. Any changes to the Policy that affect the employees shall be made in consultation with the Union. Copies of the existing Policy shall be made available to employees in all work areas.

7.05 Workers' Compensation Leave

When an employee is injured in the performance of his/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:

1. (a) Subject to the condition that the total compensation received by an employee shall not exceed normal earnings, employees shall be deemed to be an active employee and compensated from and including the day of injury until not more than two years from the date of injury. The employee shall receive his/her normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Authority on behalf of the employee, subject to Article 7.05.2. The difference between the employee's normal earnings and the benefit payable from Workers' Compensation shall be charged to the employee's accumulated sick leave credits, to the extent they are sufficient for this purpose.
 - (b) For the purposes of **Article 7.05.1(a)**, normal earnings shall be defined as the amount which, when combined with the Workers' Compensation payment, shall ensure the maintenance of the employee's regular basic wage and be equal to the net amount that such employee would have received as net income after deductions for Income Tax, Canada Pension Plan, and Employment Insurance plus other employment-related deductions such as Public Employee's Pension Plan, Disability Insurance, Group Life Insurance and Union dues.
2. Notwithstanding Article 7.05.(1), any benefits payable from Workers' Compensation shall be paid directly to a seasonal employee, and the Authority shall not make any payments to a seasonal employee for or during the period of seasonal lay-off.
3. **Notwithstanding Article 7.05.1, any benefits payable from Workers' Compensation shall be paid directly to a part-time employee.**
4. After two (2) years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive payments only as provided by the Workers' Compensation Board.
5. For periods of time during which benefits are being paid under the provisions of the Workers' Compensation Act, 1979, and the employee **is completing a return-to-work program** on a year-round, part-time or seasonal basis, the employee shall be entitled to earn benefits under this Agreement on a pro-rated basis, using the number of hours worked divided by the total number of hours specified in Article 6.01.1.

- 7.05 6. For periods of time during which benefits are being paid under the provisions of the Workers' Compensation Act, 1979, and the employee has not returned to work, he/she shall be entitled to earn benefits under this Agreement as defined in Article 7.06.4, excepting vacation leave credits.
7. For all time spent on Workers' Compensation Leave, an employee shall continue to accrue seniority. **Seasonal employees shall only accrue seniority during their normal seasonal periods of work.**

7.06 Leave Without Pay

1. Leave of absence without pay up to one (1) year, may be granted by the Authority to any employee insofar as the regular operation of the Authority business will permit, providing that satisfactory arrangements can be made for performance of the employee's duties in his/her absence.
2. Maternity, Paternity or Adoption Leave
 - (a) An employee who provides **his/her Manager** with a medical certificate or adoption order certifying that they or their spouse is pregnant or about to adopt and specifies the expected date of confinement or adoption is entitled to and shall be granted maternity, paternity or adoption leave without pay.
 - (b) This leave shall consist of any period of up to twelve (12) months in any combination before or after the birth or adoption of a child. An additional period of up to twelve (12) months shall be granted upon request.
 - (c) Employees who become legal guardians shall be entitled to all the benefits of this article.
 - (d) After the leave the employee must be reinstated in **his/her** former position or in a comparable position. He/she is entitled to his/her previous rate of pay with no loss of seniority, increments, pension benefits or any other benefits, pursuant to **provisions of Article 7.06.4.**
 - (e) Employees who are granted maternity, paternity or adoption leave shall continue to accrue seniority.
3. Service with a Reserve Force
 - (a) **An employee who provides the Manager of Human Resources with thirty (30) days' notice in writing of his/her intent to participate in active service and/or training with a reserve force as defined in the National Defence Act shall be granted an unpaid leave of absence for the duration of the service. Whenever possible, the request for leave shall include the anticipated date for the period of service. The Authority may request a certificate from the reserve force that states the employee is a member of the force and is required for service.**
 - (b) **On thirty (30) days' written notice, the employee shall be re-employed in his/her previous position under the same terms and conditions previously held.**

7.06 **4. Benefits on Leave of Absence Without Pay**

While on leave of absence without pay, in a fiscal year, employees shall be entitled to the benefits of this Agreement as follows:

- (a) For the first twenty (20) cumulative regular work days, employees shall be entitled to earn all of the benefits excepting designated holidays, subject to Article 7.02.1(c).
- (b) For the period of leave between twenty-one (21) to sixty (60) cumulative regular work days, employees shall be entitled to earn seniority and increment benefits only.
- (c) For the period of leave after sixty (60) cumulative regular work days, employees shall not be entitled to earn any of the benefits except as follows:
 - (i) Increments in accordance with the increment provisions following leaves of absence without pay (**Article 5.05.1(d)**), including maternity, paternity or adoption leave (Articles 5.05.1(c) and 7.06.2(d));
 - (ii) Seniority during periods of Workers' Compensation leave (Article 7.05.7), Union business (Article 7.07.4), **Maternity, paternity or adoption leave (Article 7.06.2(e)), and Compassionate care leave (Article 7.08)**.
 - (iii) Seniority during periods of service with a Reserve Force as defined in the National Defence Act.**
- (d) If the employee is on probation, then the probationary period shall be extended to coincide with the length of the leave.

7.07 **Leave for Union Business**

1. Elected representatives shall be entitled to reasonable amounts of leave with pay to handle grievances or to act as an observer pursuant to Article 4.02.3. Such leave shall be arranged with the representative's immediate superior before being taken, unless authorized by a higher authority.
2. Members of the Union appointed as delegates to attend a convention or business meeting or conference in connection with Union affairs or union educational courses shall, on reasonable notice **to the Manager of Human Resources**, be granted leave of absence without loss of pay to attend such meetings, provided that upon written notice by the Authority, the Union shall reimburse the Authority for all wages paid during the employee's absence on Union business, and all benefits pursuant to this Agreement.
3. An employee who is elected or appointed to a year-round position or accepts a paid staff position shall be granted leave of absence up to a period of two (2) years from the day the leave commences.
4. Employees granted leave for union business shall continue to accrue seniority.

7.08 Compassionate Care Family Leave

Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member. During the leave the employee shall continue to accumulate all benefits and seniority under this Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the employer shall pay the employer's contributions for the same period. On return from leave, employees shall be placed in their former position.

The employee may request in writing, an extension to the leave, should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority as outlined in article 7.06.4

7.09 Bereavement Leave

All year-round employees shall be able to use up to three (3) days' leave with pay per year to attend to the funeral of an immediate family or extended family member. The employee may access an additional two (2) days' leave from pressing necessity to bring him/her to the maximum of five (5) days' leave.

All seasonal and part-time employees with a minimum of three hundred (300) seniority days shall be able to use up to three (3) days' leave with pay per year to attend to the funeral of an immediate family or extended family member. The employee may access an additional two (2) days' leave from pressing necessity to bring them to the maximum of five (5) days' leave.

8.00 SENIORITY AND RE-EMPLOYMENT LIST

- 8.01 All employees shall earn seniority commencing with their employment date.
- 8.02 Employees shall count, for seniority purposes, any periods of casual employment which **were** continuous with a position within the scope of this Agreement.
- 8.03 Notwithstanding 8.01 and 8.02 above, and pursuant to Article 4.04.4 (lay-off and re-employment in order of seniority), no employee shall count service for seniority purposes until he/she has completed his/her probationary period on initial employment.
- 8.04
1. An employee, within the scope of this Agreement, appointed permanently to an out-of-scope position, shall be entitled to count his/her seniority as follows:
 - (a) Within-scope service only shall count for seniority.
 - (b) An employee shall be entitled to count seniority as reckoned in (a) above to compete for in-scope positions.
 - (c) On return to an in-scope position, an employee shall have all previous seniority, as reckoned in (a) above, restored to his/her credit.
 2. An employee appointed temporarily to an out-of-scope position shall count such temporary service for annual increments and seniority purposes, to be applied when returning to his/her regular classification.

- 8.05 Seniority shall be calculated at **nine (9) days** for each completed **bi-weekly pay period** subject to Articles 7.05.6, 7.06.2(e), 7.06.4 , 7.07.4, and **7.08** . **Upon initial hire, recall or lay-off, when an employee works less than nine (9) days in the bi-weekly pay period, they shall earn seniority for each day scheduled in the bi-weekly pay period including designated holidays.**
- 8.06 Seniority lists shall be published and posted by the Authority within **one (1) month** of the **pay** period ending on **or before** March 31, July 31 and October 31 in a form and manner mutually satisfactory to both parties. For the purposes of this Agreement, the seniority lists shall also serve as the re-employment lists.
- 8.07 Seniority shall be broken for the following reasons:
1. Dismissal for cause.
 2. Voluntary resignation, or written **notice** from an employee on lay-off that he/she wishes to have his/her name removed from all re-employment lists.
 3. Continuous lay-off owing to lack of work for a period in excess of two (2) years.
 4. Failure to report for work within one week after being notified to report following lay-off (subject to 8.08 below); or failure to report after the termination of a period of leave of absence, unless in either case the employee can give a reason satisfactory to the Authority for failure to report within the specified time.
 5. Failure to respond within twenty-one (21) calendar days to a written letter requesting an indication as to the intentions of an employee about answering a recall notice, unless the employee gives a satisfactory reason for such failure.
- 8.08 An employee on seasonal lay-off between November 1st and the following March 31st may reject a call-back to work in that period without forfeiting his/her seniority.
- 8.09 For the purpose of seniority, employees who are working in a higher paid position on a temporary performance basis as described in **Article 5.12** shall only earn seniority in their regular classification.
- 8.10 The parties by mutual agreement at any time during the term of this Agreement, may enter into an arrangement which would permit employees within the scope of other S.G.E.U. Agreements and within the scope of other Agreements between Government of Saskatchewan and other unions, to count their service for seniority purposes within this Agreement to the extent agreed upon between the parties.
- 9.00 GRIEVANCE PROCEDURE AND AGREEMENT INTERPRETATION
- 9.01 Grievance Procedure
1. Non Formal Stage

Prior to the grievance being formalized every effort shall be made to resolve the problem with the employee's immediate **Manager**. Failing resolution at this level the employee may advance to the Formal Stage.

9.01 2. Formal Stage

A grievance, to be accepted, must be initiated by, or on behalf of, an employee aggrieved, in respect of the specific action which is being complained of, within the following time limits:

- (a) In respect of grievance procedures arising out of requests for reclassification under Article 4.03.2, the time limit shall be ten **(10)** calendar days.
- (b) For any grievances on the grounds of the deprivation of monies or leave due to an employee, the time limit shall be one year after the date of such deprivation. The effective date of any necessary retroactive pay adjustment shall be on the basis of one year or the date on which the deprivation occurred, whichever is less.
- (c) In respect of all other grievances, the time limit shall be thirty **(30)** calendar days.
- (d) Any grievances initiated after the appropriate time limit expressed in (a), (b) and (c) above shall not be accepted.

3. Steps in Grievance Procedure

- (a) The grievance shall be submitted in writing to the employee's immediate **Manager**, who shall render his/her decision in fourteen **(14) calendar days**.
- (b) If a satisfactory settlement cannot be effected by Step (a), within fourteen **(14) calendar days** after the decision under Step (a), the Union may take the grievance up with the CEO, who shall render his/her decision within **fourteen (14) calendar days**.
- (c) If a satisfactory settlement cannot be effected by Step (b), within fourteen **(14) calendar days** after the decision under Step (b), the Union may apply for a Board of Arbitration.

4. Board of Arbitration

- (a) An application for a Board of Arbitration shall consist of a notice in writing served by the Union on the CEO. Within **five (5) working days** of the receipt of such notice, each party shall be required to advise the other of the name of their representative. Within a further **five (5) working days**, the two representatives shall meet and jointly name a third party who shall be **Chairperson**.
- (b) If **the representatives are** unable to agree on a **Chairperson** within this stated period of time, the Minister of Labour of the Province of Saskatchewan shall be asked to submit to each party a list of five (5) names. Each party shall veto two (2) names on the lists and return the list to the Minister within **five (5) working days** of its receipt. The Minister shall then, without delay, name the person or any of the persons who have not been vetoed by either party as **Chairperson** of the Board, and shall advise each party of the selection.

- 9.01 4. **(c) Notwithstanding the time limits listed in (a) and (b) above, they may be extended by mutual agreement between the parties.**

(d) Notwithstanding the Board composition above, the parties may use a single arbitrator if mutually agreed.

5. Time and Place of Meeting

The Chairperson shall fix the time and place of sittings of a Board of Arbitration after consultation with the other members **of the Board**, and he/she shall notify the parties as to the time and place so fixed, provided that the Board shall meet not later than seven (7) **working** days after it has been constituted **unless mutually agreed with the parties.**

6. Inquiry by Board of Arbitration

The **Arbitration Board established under this Agreement shall not have the authority to add to, subtract from, or amend any of the provisions of this Agreement.**

7. Mediation by the Board

In the course of the hearings, the Board may make suggestions for encouraging a fair and amicable settlement of the grievance, and shall hear such representations as may be made on behalf of the parties, and shall diligently seek to mediate between them.

8. Full and Fair Hearings

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

9. Evidence

The Board may accept, admit and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.

10. Representation

Any party to a reference to a Board of Arbitration may be represented before the Board by not more than two persons designated by the parties respectively for the purpose, provided that every party appearing by a representative shall be bound by the acts of such representative or representatives.

11. Proceedings in Absence of Parties

If, without good cause shown, any party to proceedings before a Board fails to attend or be represented, the Board may proceed as if the party had duly attended or been represented.

12. Report and Recommendation

The report and recommendation of the Board shall be rendered in writing within fourteen (14) calendar days of the close of its hearings and shall be final and binding on both parties. Copies shall be supplied concurrently to the CEO.

9.01 13. Fee and Expenses

The fee and expenses of the Chairperson of a Board of Arbitration shall be shared equally by the two parties to this Agreement. **Each party shall bear the expenses of their own representatives and witnesses.**

9.02 Agreement Interpretation1. Negotiation

In the event of any difference concerning the interpretation and application of this Agreement, **either party may provide written notice of intent to meet on the issue in dispute.** Within a reasonable time after receipt of **such** notice, representatives of both parties shall meet and seek to resolve such difference by negotiation.

2. Arbitration

Disputes arising out of the interpretation and application of the terms of this Agreement, which have not been **resolved through** negotiation, **may** within thirty (30) days of the time the dispute arose or within such further time as the parties may agree shall be referred to a Board of Arbitration in the same manner as outlined in 9.01 above.

10.00 EMPLOYEE BENEFITS10.01 Pension Allowances

Effective April 1, 2011, the provisions of the Public Service Superannuation Act and the Public Employees' Pension Plan Act shall apply to all employees of the Authority, including the following:

1. The employee and employer contributions shall be **7.25%** for employees in the Public Employees' Pension Plan;
2. For employees in the Public Service Superannuation Plan, the employee and employer contributions in the Public Employees' Pension Plan shall be **2.25%**

10.02 Group Life Insurance Plan

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 Employment Insurance rebate that would otherwise be payable to the employee, shall be the premiums payable for the first \$25,000 of insurance for each employee.

10.03 Public Employees' Dental Plan

The Employer is a participating employer in the "Public Employees' Dental Plan" on behalf of eligible employees as determined by the terms of the plan. The costs of the plan shall be paid by the Employer.

10.04 Employee and Family Assistance Plan (EFAP)

The Employer and Union shall maintain a jointly administered Employee and Family Assistance Plan.

10.05 Medication

When employees need to be vaccinated or receive other medical injections arising out of their employment, upon provision of a receipt, the cost of the vaccination shall be reimbursed by the employer.

10.06 Health Spending Account (HSA)

The employer shall deposit funds in an HSA maintained by the Plan Administrator as set forth in Appendix C for the period covering April 1, 2010 to March 31, 2011.

All expenses incurred and submitted for payment to the Plan Administrator on behalf of an employee or his or her dependent shall be limited to allowable medical expenses as defined under the Canadian Federal Income Tax Act.

10.07 Health and Vision Care Benefits

The employer will fund a health and vision care benefit plan effective April 1, 2011.

All expenses incurred and submitted for payment to the Plan Administrator on behalf of an employee, his/her spouse or dependent shall be limited to allowable medical expenses as defined by the Carrier under the Canadian Federal Income Tax Act.

11.00 DISCIPLINE, DEMOTION, DISMISSAL AND RESIGNATION

11.01 Discipline and Demotion

The two parties to this Agreement shall co-operate in a positive approach to the problem of discipline, based on constructive guidance. An employee shall have the right to have his/her Union representative present at any discussion with **Management** personnel relating to disciplinary action arising out of subsections 2, 3 and 4 which follow. Where a **Manager** intends to interview an employee for disciplinary purposes the **Manager** shall so notify the employee in advance of the interview in order that the employee may contact his/her Union representative to be present at the interview.

A copy of any document or other information placed on any employee's file following such an interview shall be supplied concurrently to the employee.

In addition to the foregoing requirements concerning disciplinary action, the following additional steps may be taken:

1. Verbal Warning

A verbal warning shall be administered without a record being made on the employee's **personnel** file.

11.01 2. Letter of Reprimand

Reprimands of a more serious nature shall be recorded by means of a letter of reprimand to the employee with a copy of the letter being placed on the employee's **personnel** file. The letter of reprimand shall be issued to the employee during the course of or after a personal interview with the official who initiated it. Upon **written** request, all letters shall be removed **from the personnel file** after a period of two **(2)** years with no incidents.

3. Suspension

The **Manager** may, for disciplinary purposes, suspend without pay an employee for such length of time as he/she considers appropriate. The employee must be advised of the suspension in writing together with the reasons for it. The days for which the suspension is in effect shall be indicated in the written notice. A copy of the suspension notice shall be placed on the employee's personnel file. No seniority shall be earned during a period of suspension.

4. Involuntary Demotion

Thirty (30) calendar days' notice shall be given to an employee who is to be demoted involuntarily. Notice of intention to demote shall be given to the employee in writing and shall set out in detail the reasons **for the demotion**. With the prior approval of the Union, the notice of demotion may be waived.

5. Right to Grieve

The Union may initiate a grievance procedure on behalf of an employee involved in action arising out of sub-section 2, 3, and 4 above.

11.02 Notice of Dismissal

1. A permanent employee to be dismissed shall receive written notice of the action. A copy of the notice shall be sent concurrently to the Union. The employee may appeal the action through the grievance procedure.
2. The Authority shall give written notice as follows to employees whose services are to be terminated.
 - (a) (i) Permanent year-round employee if his/her period of employment is less than five **(5)** years - one **(1)** month's notice, or pay in lieu.
 - (ii) Permanent year-round employee if his/her period of employment is five **(5)** years or more but less than ten **(10)** years - six **(6)** weeks' notice, or pay in lieu.
 - (iii) Permanent year-round employee if his/her period of employment is ten **(10)** years or more - eight **(8)** weeks' notice, or pay in lieu.
 - (b) Permanent seasonal or part-time employees:
 - (i) after initial probation** - two **(2)** weeks' written notice or pay in lieu.

- 11.02 2. (b) (ii) **if his/her period of employment is three (3) years or more and more than 360 days of seniority - four (4) weeks' written notice or pay in lieu.**
- (iii) **if his/her period of employment is five (5) years or more and more than 600 days of seniority - six (6) weeks' written notice or pay in lieu.**
- (iv) **if his/her period of employment is ten (10) years or more and more than 1,200 days of seniority - eight (8) weeks' written notice or pay in lieu.**
- (c) All probationary employees on initial probation - one (1) week's notice, or pay in lieu.
- (d) Notwithstanding anything contained in the foregoing, any employee dismissed by the Authority on the grounds of misconduct or gross irregularity shall not be entitled to any period of notice or payment of salary in lieu.
- (e) The pay in lieu of notice shall be in addition to payment due the employee in lieu of unused vacation leave and any other payment due him/her.
- (f) Earned vacation leave due an employee shall not be used as any part of the periods of notice stipulated in this sub-section.

11.03 Resignation or Retirement

Employees shall be required to give the Authority the same period of written notice as outlined in 11.02 above when resigning or retiring. An employee who fails to give or work out such notice shall be struck from the payroll the day he/she absents himself from the service without leave. The Authority may waive on an employee's notice requirements in whole or in part.

12.00 SAFETY AND HEALTH

1. The Authority shall make reasonable provisions for the safety and health of the employee, as directed by the Occupational Health Act **currently in force within** the Province of Saskatchewan, during the hours of their employment and provide protective devices and other equipment being necessary to give employees reasonable protection from injury. Adequate first aid supplies shall also be made available as necessary. As a matter of principle both the union and employer recognize that Occupational Health and Safety is a shared concern of the parties. Both parties shall work cooperatively to maintain a safe work environment and shall make recommendations to prevent and/or correct situations which threaten health and safety at the work place.
2. No employee shall be disciplined for refusal to do any particular act or series of acts at work which he/she has reasonable grounds to believe are unusually dangerous to his/her health or safety or the health and safety of any other person at the place of employment until the Occupational Health Committee or Occupational Health Officer has investigated the matter and advised him/her otherwise, or until sufficient steps have been taken so that the employee has reasonable grounds for believing that the acts or series of acts are no longer unusually dangerous.

- 12.00 3. The Authority shall temporarily assign the employee to alternate work at no loss in pay to the worker until the matter mentioned in subsection 2 above is resolved.

13.00 EQUITY IN THE WORKPLACE

13.01 No Discrimination

There shall be no discrimination with respect to any employee by reason of age, race **or perceived race**, creed, colour, **ancestry or place of origin**, religion, sex, marital status, sexual orientation, disability, political affiliation or by reason of membership or activity in the Union.

13.02 Harassment

1. **The Union and the Authority consider harassment in the workplace to be unacceptable and recognize the right of employees to work in a respectful workplace. Each employee has the responsibility to treat others with respect.**
2. **Normal social conduct between employees based on a position of equality and/or mutual consent does not constitute harassment.**
3. **Appropriate managing including performance management, assignment of work, and disciplinary action does not constitute harassment.**
4. **Harassment is any inappropriate conduct, comment, display, action or gesture by a person that:**
 - **is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and**
 - **constitutes a threat to the health or safety of the worker.**

Personal Harassment is not based on any of the prohibited grounds above and is sometimes referred to as “bullying”.

Personal harassment includes any inappropriate conduct, comment, display, action or gesture by a person that:

- **adversely affects a worker’s psychological or physical well being; and,**
- **the perpetrator knows or ought to reasonably know would cause the worker to be humiliated or intimidated.**

Personal harassment must involve repeated conduct or a single, serious incident that causes a lasting harmful effect on the worker.

Personal harassment may include but is not limited to:

- **verbal or written abuse or threats;**
- **insulting, derogatory or degrading comments, jokes or gestures;**
- **personal ridicule or malicious gossip or innuendo;**
- **work sabotage or vandalizing personal property;**
- **refusing to work or cooperate with others;**
- **displaying objectionable materials or pictures, etc.**

- 13.02 5. Sexual harassment is conduct, comment, gesture or contact of a sexual nature that is offensive, unsolicited or unwelcome.**

Sexual harassment may include but is not limited to:

- a direct or implied threat of reprisal for refusing a sexually-orientated request;
 - unwelcome remarks, jokes, innuendo, propositions or taunts about a person's body, attire, sex or sexual orientation;
 - displaying pornographic or sexually explicit pictures or materials;
 - unwelcome physical contact;
 - unwelcome invitations or requests to engage in behaviour of a sexual nature;
 - refusing to work with others because of their sex, gender, or sexual orientation.
- 6. Complaints under Article 3.01 and 3.02 shall be submitted to the Chief Steward, Manager of Human Resources or the Chief Financial Officer for investigation and possible resolution.**
- 7. No one involved will discuss or share the information outside the restorative or investigative processes. Information is shared on a "need-to-know" basis and must not be shared further. Failure to preserve the confidentiality of information acquired during the process may result in disciplinary action, up to and including dismissal.**
- 8. Employees have a right to Union representation during any of the processes.**
- 9. The complainant has a right to know the outcome of the Employer's investigation as well as what action the Employer has taken with regards to the defendant.**
- 10. The complainant and respondent have a right to the final report.**
- 11. Frivolous or malicious complaints filed under Article 13.02 may result in disciplinary action.**
- 12. Employees who file a complaint under Article 13.02 are not precluded from filing a grievance at the same time or following the outcome of the Employer's investigation.**
- 13. Notwithstanding Article 13.02.6, if a grievance is filed, it shall be submitted to the Manager of Human Resources or the Chief Financial Officer. The grievance shall be handled with all possible confidentiality and the Authority may decide to take it directly to the CEO for a hearing.**
- 14. Retaliation is prohibited against anyone who has reported harassment or participated in the complaint process.**

13.03 Employment Equity

The parties to this Agreement agree that it is socially responsible to move towards a hiring and promotion process that incorporates the principles of employment equity and meets the criteria established by the Saskatchewan Human Rights Commission. The two parties shall work towards achieving employment equity.

14.00 IN-SERVICE TRAINING

The Authority and the Union agree to co-operate in the institution and maintenance of such in-service training programs as will enable employees to acquire the knowledge and skills required by the various Authority job descriptions for advancement. The classes shall be made available to employees during work hours. Employees shall be entitled to remuneration for attending the classes.

15.00 DURATION OF AGREEMENT

The term of this Agreement shall become effective the first day of April **2010** (The "Effective Date") and shall have a term of three years expiring the 31st day of March **2013** and shall remain in full force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party at least thirty (30) days but not more than sixty (60) days prior to the third anniversary of the Effective Date hereof, provided that when said written notice has been given, the provisions of the Agreement shall remain in effect until a new agreement is concluded.

16.00 MANAGEMENT RECOGNITION

1. The Union recognizes that the Authority has sole authority to manage its affairs; to direct its working forces, including the right to hire; to fix wages within the terms of the Agreement, to transfer; promote, demote, suspend or discharge any employee for just cause, and to increase or decrease the working force of the Authority; to reorganize, close, disband any branch, division or section thereof from time to time as circumstances and necessity may require, subject to the right of any employee concerned to lodge a grievance in the manner and to the extent provided in this Agreement.
2. The Union further recognizes the right of the Authority to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time the rules and regulations to be observed by the employees, not inconsistent with the terms of this Agreement.
3. Except as expressly stated in this Agreement, nothing herein contained shall create or imply any restriction or obligation upon the Authority.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.


SIGNED BY: His Worship Mayor Pat Fiocco,
Chairperson, Wascana Centre Authority,
in the presence of

THE WASCANA CENTRE AUTHORITY

Per:



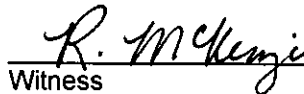
Witness




Chairperson

SIGNED BY: M. Bernadette McIntyre
as Chief Executive Officer,
and on behalf of, Wascana Centre
Authority in the presence of:

Per:



Witness



Chief Executive Officer

Date: June 29, 2011

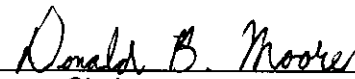
SIGNED IN THE PRESENCE OF

THE SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION


Per:



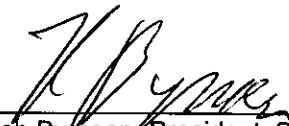
Witness




Don Moore, Chairperson,
Employees' Negotiating Committee
Per:



Witness



Bob Byrnes, President, SGEU



Marie Amor, AAA, SGEU

Date: June 29, 2011

APPENDIX " A " APRIL 1, 2010 TO MARCH 31, 2013

LEVEL 1 (132-152)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Effective Date
Construction 1	13.57	14.53	15.02	15.53	16.16	16.66	April 1, 2009
Groundskeeper 1	13.77	14.75	15.25	15.76	16.40	16.91	April 1, 2010
Horticulturist 1	14.05	15.05	15.56	16.08	16.73	17.25	April 1, 2011
Information Guide Receptionist	14.44	15.46	15.99	16.52	17.19	17.72	April 1, 2012
LEVEL 2 (153-173)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Effective Date
Construction 2	14.53	15.02	15.53	16.16	16.75	17.26	April 1, 2009
Forester 1	14.75	15.25	15.76	16.40	17.00	17.52	April 1, 2010
Groundskeeper 2	15.05	15.56	16.08	16.73	17.34	17.87	April 1, 2011
Horticulturist 2	15.46	15.99	16.52	17.19	17.82	18.36	April 1, 2012
Naturalist							
LEVEL 3 (174-194)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Effective Date
Construction 3	15.41	15.92	16.47	17.14	17.75	18.28	April 1, 2009
Forester 2	15.64	16.16	16.72	17.40	18.02	18.55	April 1, 2010
Groundskeeper 3	15.95	16.48	17.05	17.75	18.38	18.92	April 1, 2011
Stock Clerk	16.39	16.93	17.52	18.24	18.89	19.44	April 1, 2012
LEVEL 4 (195-215)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Effective Date
Groundskeeper 4	16.16	16.75	17.39	18.08	18.75	19.32	April 1, 2009
Pesticide Applicator	16.40	17.00	17.65	18.35	19.03	19.61	April 1, 2010
	16.73	17.34	18.00	18.72	19.41	20.00	April 1, 2011
	17.19	17.82	18.50	19.23	19.94	20.55	April 1, 2012
LEVEL 5 (216-236)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Effective Date
Clerk Steno 3	17.14	17.75	18.44	19.16	19.85	20.45	April 1, 2009
Forester 3	17.40	18.02	18.72	19.45	20.15	20.76	April 1, 2010
Groundskeeper 5	17.75	18.38	19.09	19.84	20.55	21.18	April 1, 2011
Horticulturist 3	18.24	18.89	19.61	20.39	21.12	21.76	April 1, 2012
LEVEL 6 (237-257)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Effective Date
Clerk Steno 4	18.08	18.75	19.55	20.31	21.05	21.68	April 1, 2009
Mechanic Assistant/Stock Clerk	18.35	19.03	19.84	20.61	21.37	22.01	April 1, 2010
	18.72	19.41	20.24	21.02	21.80	22.45	April 1, 2011
	19.23	19.94	20.80	21.60	22.40	23.07	April 1, 2012
LEVEL 7 (258-283)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Effective Date
Carpenter/Sign Maker	19.16	19.85	20.63	21.43	22.26	22.94	April 1, 2009
Engineering Technologist 1	19.45	20.15	20.94	21.75	22.59	23.28	April 1, 2010
Mechanic Assistant	19.84	20.55	21.36	22.19	23.04	23.75	April 1, 2011
	20.39	21.12	21.95	22.80	23.67	24.40	April 1, 2012
LEVEL 8 (284-309)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Effective Date
Engineering Technologist 2	20.31	21.05	21.87	22.71	23.60	24.31	April 1, 2009
Forester 4	20.61	21.37	22.20	23.05	23.95	24.67	April 1, 2010
Groundskeeper 6	21.02	21.80	22.64	23.51	24.43	25.16	April 1, 2011
Horticulturist 4	21.60	22.40	23.26	24.16	25.10	25.85	April 1, 2012
Mechanic							

APPENDIX " A " APRIL 1, 2010 TO MARCH 31, 2013

LEVEL 9 (310-335)	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>Effective Date</u>
Accounting Clerk	21.43	22.26	23.18	24.07	24.97	25.73	April 1, 2009
Head Mechanic	21.75	22.59	23.53	24.43	25.34	26.12	April 1, 2010
Engineering Technologist 3	22.19	23.04	24.00	24.92	25.85	26.64	April 1, 2011
	22.80	23.67	24.66	25.61	26.56	27.37	April 1, 2012

PAY LEVEL INCREASES

Year 1	all levels	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	April 1, 2010
Year 2	all levels	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	April 1, 2011
Year 3	all levels	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	April 1, 2012

APPENDIX " B " APRIL 1, 2010 TO MARCH 31, 2013

LEVEL 1 (310-335)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Effective Date
Special Constable	22.69	23.57	24.55	25.49	26.44	27.24	March 31, 2010
	23.03	23.92	24.92	25.87	26.84	27.65	April 1, 2010
	23.49	24.40	25.42	26.39	27.38	28.20	April 1, 2011
	24.14	25.07	26.12	27.12	28.13	28.98	April 1, 2012

PAY LEVEL INCREASES

Year 1	all levels	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	April 1, 2010
Year 2	all levels	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	April 1, 2011
Year 3	all levels	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	April 1, 2012

APPENDIX " C "
HEALTH SPENDING ACCOUNT

YEAR ROUND	
April 1, 2010	\$525.00
PART-TIME & SEASONAL	
April 1, 2010	\$400.00

Criteria for annual deposits

The employer shall deposit funds annually in an HSA for all **year-round, part-time and seasonal** employees who are eligible for benefits under the Public Employees' Dental Plan.

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