



SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY LOCAL 2215

**January 1, 2022 to
December 31, 2023**

COLLECTIVE AGREEMENT

SGEU

Saskatchewan Government and General Employees' Union

ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY

AND

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 2215**

JANUARY 1, 2022 TO DECEMBER 31, 2023

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 14 day of September 2023.**

between

**SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY
hereinafter referred to as "the Employer"**

PARTY OF THE FIRST PART

and

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
hereinafter referred to as "the Union"**

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS, it is the desire of both parties to this Agreement to maintain and create a harmonious relationship between the Employer and the members of the Union, to promote co-operation and understanding between the Employer and the employees, and to recognize the value of joint discussions, and negotiations in matters pertaining to working conditions, hours of work and scale of wages to encourage economy of operations and elimination of waste, and to promote the morale, well-being and security of the employees of the Employer.

NOW THEREFORE, This Agreement Witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the expression:
- 1.1.1 "Act" means The Assessment Management Agency Act, being Chapter-A-28.1 of the Revised Statutes of Saskatchewan, 1986, as from time to time amended.
- 1.1.2 "Agency" means the Saskatchewan Assessment Management Agency as constituted by Section 3 of the "Act".
- 1.1.3 "Allocated" means the designation of a position to its proper class in the position-classification plan.

- 1.1.4 "Bargaining Unit" means the unionized employees of SGEU who are employed by the Saskatchewan Assessment Management Agency.
- 1.1.5 "Benefit Year" means the period commencing on January 1st in one (1) year and ending on December 31st in the same year.
- 1.1.6 "Casual Employee" means a person who performs work of a casual or emergent nature where the work assignment will not exceed twenty-six (26) occasions to work in a two (2) month period except where, by mutual agreement between the Employer and the Union, the parties agree to extend said work period.
- 1.1.7 "Demotion" is defined as the movement of an employee from a position in one (1) class to a position in another class with a lower maximum hourly rate of pay.
- 1.1.8 "Employee" or "Employees" means person or persons to which the terms of this Agreement apply as indicated in Article 2 hereof.
- 1.1.9 "Employer" means the Saskatchewan Assessment Management Agency.
- 1.1.10 "CEO or designate" means an official appointed by the Board of Directors according to Section 14 of the "Act".
- 1.1.11 "Fiscal Year" means the period commencing on January 1st in one (1) year and ending on December 31st in the same year.
- 1.1.12 "Part-time Employee" means a person employed for specific intermittent periods during a day, week or month and whose services are not required for the normal work day, week or month.
- 1.1.13 "Pay Plan" means the rates of pay as contained in the appropriate Appendix and the rules governing its operation as contained in Article 10.
- 1.1.14 "Permanent Employee" means where the words "Permanent Full-time Employee" appear in the Collective Agreement, it includes the following 3 definitions, unless specified otherwise.
- a) Permanent Full-time Employee – means an employee in a permanent full-time position who has successfully completed an initial probationary period.
 - b) Permanent Part-time Employee – means an employee in an ongoing less than full-time position who has successfully complete an initial probationary period;

- c) Casual Employees – means a person who performs work of a casual or emergent nature where the work assignment will not exceed twenty-six (26) occasions in a two (2) month period except where, by mutual agreement between the Employer and the Union, the parties agree to extend said work period.
- 1.1.15 "Position Classification Plan" means and includes the classes of positions which have been established by the Employer, forming part of the attached Appendix A - Rates of Pay.
- 1.1.16 "Probationary Employee" means an employee who has not completed a probationary period on initial appointment
- 1.1.17 "Promotion" is defined as the movement of an employee from a position in one (1) class to a position in another class with a higher maximum hourly rate of pay.
- 1.1.18 "Pro-rata Basis" means the pro-rating of time worked as a percentage in relation to time worked as a permanent employee.
- 1.1.19 "Provisional Employee" means an employee who was appointed because there was no qualified candidate available who would accept appointment under the conditions specified.
- 1.1.20 "Temporary Employee" means the incumbent of a position whose tenure of employment is limited without acquisition of any continuing right to be retained as an employee beyond such stated term of employment period.
- 1.1.21 **Temporary Vacancy**
A "Temporary Vacancy" is a vacancy that occurs as a result of a permanent employee on an approved leave of absence.
- 1.1.22 **Term Position**
Term position is a non-permanent position with a specific work assignment. The tenure of employment is limited to a defined period of time with a specific start and end date not to exceed 24 months unless agreed to by the parties. Details must be outlined in the letter of offer. The Parties may agree to extend the position as required.
- 1.1.23 **"They", "their", "themselves" includes a reference to a person or persons wherever the language or context requires.**

- 1.1.24 "Transfer" is defined as the movement of an employee from one (1) position to another in the same or a different class with a salary range having the same maximum hourly rate of pay.
- 1.1.25 "Union" means the Saskatchewan Government and General Employees' Union and its unionized employees.
- 1.1.26 "Work Unit" is defined as the Division, Branch/Region, and location define Work Unit. The Agency will furnish the Union with a set of organization charts that describe the Work Units in the Agency.
- 1.2 **2004 Rewrite of the Collective Bargaining Agreement**
- a) The goal of moving Part 2 into Part 1 was to eliminate duplication in the various parts and provide a clearer understanding of its intent.
 - b) If the rewrite results in a provision being unintentionally omitted, or inadvertently omitted, or inadvertently results in a different interpretation, the parties agree to apply the interpretation of the Collective Bargaining Agreement expiring December 31st, 2003. It was not intended to change the existing application or intent of any provision of the Collective Bargaining Agreement unless specifically agreed to between the parties.

ARTICLE 2 SCOPE

- 2.1 This Agreement shall apply to all employees within the bargaining unit excluding the following:
- CEO or designate
- Members of the Saskatchewan Assessment Management Agency Board of Directors and any committees established pursuant to Section 11 of the Act.
- Managing Director of Assessment Services
- Regional Managers of Assessment
- Senior Assessment Auditor
- Director of Human Resources**
- Managing Director of Finance
- Human Resource **Associate**
- Manager of Organizational Development**
- Human Resources Consultant

Executive **Coordinator**

Managing Director **of** Quality Assurance

Chief Assessment Governance Officer

Communications Coordinator

Manager of Assessment Coordination

Director of Technical Standards

Managing Director of Information Services

Manager of Enterprise Architecture/Program and Project Management

Manager of Solutions Delivery/Application Development

Manager of Service Delivery/IS Operations

Assistant Managing Director of Assessment Services

Executive Assistant to Managing Director of Assessment Services

Training/Support Analyst

Financial Analyst

Manager of Quality – Technical Standards and Policy

The parties agree to joint discussion regarding the scope of a position listed herein, when there is a change to position title and or duties of the listed positions, and any other new or existing positions as the parties to this Agreement may negotiate from time to time.

ARTICLE 3 UNION SECURITY

- 3.1 The Employer agrees to recognize the Saskatchewan Government and General Employees' Union as the sole collective bargaining agent for the employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives in all matters pertaining to working conditions, hours of work and rates of pay.
- 3.2 All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. However, the Employer may dock an amount of pay appropriate to the work time lost by the employee through honouring the picket line.

- 3.2.1 All employees who are now, and hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment and all new employees shall, as a condition of their employment, and within thirty (30) days of the commencement of their employment, apply for and maintain membership in the Union. Any employee who is not required to maintain membership in the Union and whose class of employment is within the bargaining scope of the Union, shall, as a condition of employment, tender to the Union the **bi-weekly** dues uniformly required to be paid by the members of the Union.
- 3.2.2 On signed authorization by the employee, the Employer shall deduct, on behalf of the Union, all dues, initiation fees, assessments, or levies and shall remit such payment of monies to the Executive Director of Operations of the Union prior to the twentieth day of the month following the calendar month in which such deduction was made, except that any monies owing the Employer shall be deducted prior to any payment being made to the Union. The Employer shall provide the Union with a detailed statement of such deductions **and employee information. This shall be transferred electronically by the Employer to the Union, in a format provided by the Union** when available. At the request of the Union, the Employer shall recover any overpayments to the employee as a result of leave for Union business, which shall be remitted to the Union.
- 3.2.3 At the time Income Tax (T-4) slips are made available, the Employer shall print on the T-4 the amount of union dues paid by each Union member.
- 3.2.4 The Employer agrees to maintain the existing practice of acquainting new employees, upon employment, with the fact that a Union Agreement is in effect, and direct the person to the local Union representative.
- a) The Employer shall notify the local Steward of all new employees hired and each new employee shall be advised of the name and location of their Steward. The Employer agrees that the Union Steward will be given the opportunity to meet with each new employee during regular working hours without loss of pay for one (1) hour within the first thirty (30) days of employment, or as soon as possible following thirty days. The purpose of this meeting is to acquaint the employee with the benefits, duties, responsibilities and obligations to the Employer and Union.
- 3.2.5 An employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have union dues deducted from

their salary and shall be entitled to all the benefits and protections afforded by this Agreement, except overtime.

- 3.2.6 Employees shall have the right to the assistance of a Union representative(s) at anytime. Such representative(s) shall have access to the Employer's premises, in order to investigate and process problems and/or settlement(s) of grievance(s) **during regular working hours and with no loss of pay**. Management, where possible, will be notified whenever an outside Union representative enters their premises.
- 3.3 Subject to approval by the Employer or designate, the Employer shall allow the Union to conduct educational and business functions on the Employer's premises. Such approval shall not be unreasonably withheld and normally will be outside of regular working hours.
- 3.4 The Employer shall allow the Union to post notices and information of interest to the employees. The Union agrees not to post material defamatory to the Employer(s). Notices shall be posted on bulletin boards, **email** or electronic communication devices used by the Agency. Regular maintenance of the board or electronic postings will be undertaken by the local Stewards.
- 3.5 Written notice of change in the amount of the **bi-weekly** dues must be given to the Employer by the Union **three (3) weeks prior to the date** in which the change is to be effected.

ARTICLE 4 NO DISCRIMINATION

- 4.1 There shall be no discrimination with respect to any employee by reason of **the prohibited grounds as contained in the Saskatchewan Human Rights Code**, nor by reason of membership or activity in the Union.
- 4.2 **Equal Pay for Equal Work**
- The Agency agrees to recognize the principle of equal pay for equal work regardless of the sex of the employee.

ARTICLE 5 HARASSMENT (SEXUAL, PERSONAL and RACISM)

- 5.1 The parties to this Agreement consider harassment to be reprehensible and are committed to maintaining an environment in which it does not exist.

It is agreed that any alleged occurrence of harassment will be investigated by the Union and the Employer in accordance with the Employer's Policy.

5.2 The following does not limit access to rights or provisions under *The Occupational Health & Safety Act* or *The Saskatchewan Human Rights Code*.

5.2.1 **Discrimination**

There shall be no discrimination or harassment with respect to any employee or by reason of age (subject to compulsory retirement provisions), race, physical disability, creed, colour, national ancestry, place of residence, religious or political affiliation, sex or sexual orientation, marital status, criminal record that has no relevance to the duties of the employee's position, nor by reason of membership or activity in the Union.

5.2.2 **Anti-Harassment Policy Statement**

Harassment is illegal under *The Saskatchewan Human Rights Code* and *The OH & S Act*. It is the employer's responsibility to provide a workplace free from harassment. Employees have a right to be treated fairly and with respect and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted, unwelcome attention or disrespectful behavior that is harassing in nature under the parameters contained within *The Saskatchewan Human Rights Code* and *The OH & S Act*.

5.2.3 **Use of Mediators/Investigators**

If a complaint cannot be resolved by internal investigation, the parties agree to utilize jointly agreed to mediators and/or investigators to deal with complaints of harassment.

ARTICLE 6 APPOINTMENTS

6.1 **When a permanent position becomes vacant, and where the position is not to be filled the Employer shall provide the rationale to the Union within thirty (30) days of the position becoming vacant. The Union may request a meeting to discuss the rationale.**

6.1.1

Job Postings

All vacancies and new positions covered by the scope of the Agreement shall be posted internally on the Agency's Intranet for a period of two (2) weeks unless the Employer and the Union mutually agree to a longer or shorter period.

No job posting shall close between December 25th and January 1st, nor shall this period be considered as part of the two (2) week posting period.

The job posting shall set out the following:

- 1. whether it is an included or excluded position;**
- 2. the Location(s) and Position(s) to be filled;**
- 3. qualifications and required competencies (where established);**
- 4. pay level;**
- 5. deadline for application;**
- 6. whether the position is full-time or part-time, permanent, term, temporary etc;**
- 7. expected start date; and**
- 8. hours of work.**

A copy of each posting will be sent electronically to:

- a) All active Employees.
- b) All Employees on the re-employment list as defined in Article 14.3.2(a). It shall be the responsibility of the Employee to contact the Employer to update any contact changes during the two (2) years.
- c) Employees who are absent from work for the total duration of a posting and who have advised the Employer in writing that **they** want to receive postings during their absence.
- d) **The Union**

6.1.2 The Employer retains the right to simultaneous posting of positions (i.e. in and out-service) but in all cases agrees to evaluate candidates with bargaining unit seniority prior to considering out-of-service candidates.

6.1.3 Employees requesting lateral transfer will not be required to submit a current resume along with their letter of application which includes the competition number.

6.1.4 Competition Applicant Pool

Where an employee or external applicant rescinds or resigns from the position within ninety (90) days after the competition closing, the Employer may draw from the original applicant pool without having to re-post that position. Upon agreement by the Parties, other circumstances may be considered within the ninety (90) days.

6.2 Role of Seniority in Competitions

6.2.1 Appointment to any position covered by the scope of this Agreement will be made to the applicant with the most seniority who possesses the required qualifications including knowledge, skills, education and experience.

6.2.2 Any employee who was entered in the competition shall have the right to grieve the decision. Any grievance relating to this Article must be filed within thirty (30) working days from the notification of selection.

6.3 Selection/Interview Panel

The Selection/Interview Panel shall consist of one (1) member from Human Resources and one (1) other member.

6.4 Union Observer

For positions covered by the scope of this agreement, the Agency shall notify the Union at least seventy-two (72) hours in advance of any Selection/Interview Panel. The seventy-two (72) hour advance notice requirement may be waived by mutual consent.

A Union observer will not attend assessments of resumes or interviews when there are no internal applicants.

For competitions that include internal candidates, the Union shall be entitled to have an observer:

- a) **Receive the names and seniority of all employees who applied;**
- b) **Review the internal applicants and receive external candidate resumes;**
- c) **Present during the interviews as an observer;**
- d) **Present during the post interview discussion as a participant, but not as a decision maker; and**
- e) The Union observer may, if **they** feel that an applicant possesses the minimum qualifications, request that there be further investigation of the applicants qualifications or that the applicant(s) be invited for an interview.

Interview guides will be supplied to the Union observer a minimum of one day prior to the interview. All Union observer interview guides shall be sent to the Union upon completion of the competition.

Where the applicant has been required in accordance with Article 6.5. Written Examination; a copy of the completed test/examination shall be provided to the Union observer once completed.

6.4.1 The Union may have one observer sit in on the Selection/Interview meeting. Upon request by the Union, the Agency shall provide the ranking and rationale of the applicant(s). The employer shall pay the salary of the observer and the Union shall pay any related expenses for the in-scope observer.

6.5 **Written Examination**

The Employer may require a written performance test/examination to determine qualification on initial appointment to any classification. It is agreed that any such test/examination will be used to determine qualification in a specific skill area, and further, will be used only where there is not satisfactory documented evidence that is current, i.e. less than one (1) year old, to demonstrate qualification.

6.6 **Involuntary Transfer**

Wherever possible, the Agency agrees to fill vacancies through the normal competitive process prior to effecting appointment by means of an involuntary transfer of any employee.

- 6.6.1 It is further agreed that appointments made under this Article will be made to the employee with the least bargaining unit seniority in the classification affected, where qualifications are equal.
- 6.6.2 Notwithstanding the above, where an appointment is made in accordance with this provision for the purpose of downsizing, it shall be made to the employee with the least bargaining unit seniority in the classification identified in the work unit affected.

6.7 **Provisional Appointments**

If it is determined that there are no qualified applicants for the position and the employer decides to provisionally fill the position, the employer will select the internal applicant that most closely matches the posted qualifications.

If the overall qualifications of two internal applicants are deemed to be relatively equal, the applicant with more seniority will be given preference. The Employer will provide the union of their selection and rationale.

Provisional appointments shall not exceed two (2) years, the terms and conditions of a provisional appointment shall be provided to the Union. Where a provisional appointment exceeds two (2) years and/or where there is a request to extend beyond the two (2) years the terms and conditions shall be subject to negotiation between the Employer and the Union.

Where a permanent employee is provisionally appointed and the employer determines that they will fill their position, it shall be posted as a temporary vacancy for the equivalent time as outlined in the terms and conditions of the provisional appointment. Where the position has been temporarily filled and where an extension has been negotiated, the employee appointed temporarily would not be required to re-apply for this temporary position if the Employer determined to extend the temporary position.

- 6.7.1 Where a permanent employee has received a provisional appointment and has obtained the required qualifications, **they** shall be appointed without further competition and begin to serve the required probationary period upon being so appointed.
- 6.7.2 Where a permanent employee has received a provisional appointment and is unsuccessful in obtaining the required qualifications within the

provisional period, or, **their** performance, in the opinion of the CEO or designate, is unsatisfactory, **they** shall be required to vacate the position and shall be entitled to revert to **their** former position at **their** former step in the salary range subject to any increments that **they** would have received had **they** remained in that position. The provisions of Article 21.6.2, 21.6.3 and 21.6.4 shall also apply.

6.8 Staffing of Term Positions /Temporary Vacancy

Term positions/Temporary vacancy shall be posted in accordance with Article 6 stipulating the anticipated duration of the position. Such positions may be extended. Any extensions shall be agreed to by the parties to this agreement. If a position is extended, the Employer is not required to post the extension. The Employer will provide two (2) weeks' notice of the request for extension. Where two (2) weeks' notice is not possible, notice will be provided as soon as possible.

Permanent employees appointed to a term position/temporary vacancy shall be granted a definite leave from their position for the duration of the position including any extensions. The Employee may choose to revert to their former position (at the same rate of pay in previous salary range, subject to any increments they would have earned had the appointment not taken place) during the term provided they have advised the Employer in writing with thirty (30) days notice. At the completion of the term the employee shall revert to their former position at the same rate of pay in the previous salary range, subject to any increments they would have earned had the appointment not taken place.

6.9 Senior Developer/Assessment Coordinator/Policy and Process Analyst

6.9.1 Internal applicants applying for the positions of Senior Developer, Assessment Coordinator and Policy and Process Analyst deemed by the Employer to have met the qualifications shall participate in an interview process to further assess the posted competencies. The senior applicant that successfully meets the competencies shall be appointed into the position.

6.10 Employees Notified in Writing

6.10.1 Employees not appointed to positions for which they have applied will be notified in writing.

6.11 Leave to Attend Employer Examination/Interview

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

6.12 Filling Vacancies by Transfer

6.12.1 Permanent employees who use their seniority to transfer, and where the transfer is not a promotion, may transfer up to two (2) times per calendar year.

6.13 Employee Has Right to Feedback on Interview Results

Upon request an employee who has been interviewed by a staffing panel for a position shall have the right to feedback by Human Resources and/or the hiring manager with regard to their strengths and weaknesses as revealed by the results.

6.14 Competition Cancellation

Prior to cancelling a competition, the Employer will notify the Union and provide rationale with opportunity for further discussion.

ARTICLE 7 UNION MANAGEMENT COMMITTEE

Appendix L

Letter of Understanding

UNION/MANAGEMENT COMMITTEE (UMC)

ARTICLE 8 JOB CLASSIFICATION

8.1 Job Classification

The Employer shall establish and maintain a Position Classification Plan in which positions of similar kind, difficulty and responsibility are included in the same classification and title. Amendments shall be made from time to time as changes in organization and work assignments require. Written class specifications for each in-scope class of positions shall include a description of duties, responsibilities of work, classification title and a statement of the minimum education and experience including special skills or licenses required for entrance to the class.

Within six months of ratification of this contract, the parties agree to jointly review and develop an implementation and maintenance plan for the new classification structure proposed by the Joint Job Evaluation Steering Committee. The agreed to classification plan will become a letter of understanding between the union and the employer.

- 8.2 The Employer shall supply a copy of these class specifications, currently maintained, to the Union.
- 8.3 Whenever the Employer establishes a new classification or alters an existing in-scope classification, a new or revised classification spec shall be established in accordance with Article 8.1. The Employer shall give notice of intention to the Union, and shall negotiate the inclusion or exclusion from scope, by position, of positions within the new or revised classification. If the position is in-scope, the Employer shall negotiate, for such new or revised classification the rate of pay, hours of work, and length of probationary period. If no agreement is reached, in order to avoid delay in filling of the position, the Employer may advertise the position at a salary range which is the lower of the proposed salary ranges advanced by each party, subject to Article 8.4 below.
- 8.4 A dispute occurring over failure in any instance to come to agreement on any item which, according to Article 8.3, is to be negotiated, shall be resolved pursuant to the Arbitration procedure. The rate of pay when finally decided between the parties will be retroactive to the date of appointment in respect of any employees hired at the lower rate.

ARTICLE 9 RECLASSIFICATION/REALLOCATION

9.1 Allocation

A permanent employee shall have the right to appeal their allocation as a result of action initiated by the Employer under Article 8.3. Any such appeal will be made to the Union who shall raise the appeal with the Employer. If there is no agreement reached by the parties, a grievance may be initiated in accordance with Article 23.

9.2 Agency Review

The Agency may review and reclassify any position based on new, different or additional duties being assigned to the position. The employee, if not satisfied, shall refer the matter to the Union who will deal with the reclassification in accordance with Article 9.1.

9.3 **Employee Request**

An employee may request a review of **their** position under the following conditions that:

- a) the employee is a permanent employee occupying the position on a permanent basis;
- b) the employee can show that the position has changed significantly or has had new or additional duties assigned to it; and,
- c) the request for review is made through the Union who shall deal with the request in accordance with Article 9.1.

9.4 **Reclassification**

If a position is reclassified upwards, the position shall be posted and subject to challenge by a more senior employee in the same classification and in the same work unit.

The challenger must be able to establish to the satisfaction of the Agency and the Union that **their** promotional opportunities have been unjustly curtailed in view of the fact that the new duties might as readily have been assigned to **them**. If there is no agreement reached by the parties, the Union may refer the matter to Arbitration in accordance with Article 24.

9.4.1 The incumbent shall continue in the position subject to the challenge, and shall be paid as if **they** were promoted to the position according to Article 10.5.2. The effective date of such increase shall be as follows:

- a) On the first of the month following the date of the request by the employee if the reclassification was initiated by the employee, providing the Agency has received the request from the Union within thirty (30) calendar days of the request.
- b) On a date to be determined by the Agency if the reclassification was initiated by the Agency.

9.4.2 Should the challenge be successful, the incumbent in the reclassified position shall revert to the position vacated by the challenger, if qualified, and **their** pay shall be adjusted to **their** former salary rate prior to reclassification subject to any increment that **they** would have received in **their** former position. If not qualified, then the provisions of Article 14 will apply. The challenger shall assume the reclassified position and shall be

paid according to Article 10.5.2. The appointment date shall be made within ninety (90) days of the conclusion of the Arbitration hearing.

9.4.3 Should the challenge be unsuccessful, the incumbent shall continue in the reclassified position.

9.5 If a position is reclassified downward, the incumbent's pay will be administered in accordance with the provisions of Article 10.5.3.

9.6 If a position is reclassified downward, the incumbent shall have their name placed on a re-employment list for a class of positions similar to and with the same salary range as their position before it was downgraded for a period of two (2) years. The employee shall have the right to accept or reject the position offered to **them**. If they elect to reject the position, they shall be subject to the provisions of Article 10.5.3. If they elect to accept the position offered, they shall be required to complete satisfactorily the probationary period for the position and in the event of failing to do so, they shall be entitled to return to their former position but shall be subject to the provisions of Article 10.5.3.

9.6.1 No probationary period shall be required of an employee who is appointed from a re-employment list to a position in which **they have** previously attained permanent status.

ARTICLE 10 PAY ADMINISTRATION

10.1 The rates of pay contained in Appendix A attached to and forming part of this Agreement, shall be the rates paid the employees occupying positions allocated to the classes of positions in the Classification Plan.

10.2 No Payment Prior to Allocation

Payment of salary or wages shall not be made to any employee of the Employer until such time as the Employer verifies that the position to be filled is one (1) previously allocated to an established classification or approves a tentative allocation to a new proposed classification that is under negotiation.

10.3 Hiring Rates

The hiring rates of pay for new employees shall be at the minimum of the appropriate pay range provided, however, the Agency may approve a higher rate where the selected applicant possesses education and/or experience which exceeds the minimum requirement for the class. The Agency shall post the up-in-the-range rate which has been approved in the Employment Bulletin; and the qualifications of the person(s)

appointed. The Agency will allow employees in the same class thirty (30) days to have their qualifications and salary reviewed to see if they possess the same qualifications of the person appointed. If, as a result of the review a salary adjustment is warranted the Agency shall so authorize.

10.3.1

Former Employees

Notwithstanding the provisions of Article 10.3 above, for any person returning to the Agency **in their former position** following a break in service, salary on commencement will be administered as follows:

- a) break in service up to one (1) year; salary: equivalent step in the range as immediately preceding the break in service.
- b) break in service more than one (1) year up to two (2) years; salary: one (1) increment lower in the range than previously earned.
- c) break in service more than two (2) years up to three (3) years; salary: two (2) increments lower in the range than previously earned.
- d) break in service more than three (3) years; salary: in accordance with the provisions of Article 10.3.

10.3.2

It is agreed by the parties that existing employees shall not be entitled to make application for salary review in accordance with the provisions of Article 10.3 as a result of an appointment made under Article 10.3.1.

10.4

Annual Increments

10.4.1

An employee shall be entitled to an increment within **their** pay range, except that the Employer may withhold the increment on the basis of an unsatisfactory report. The Employer shall notify the employee, in writing, of such action prior to the increment date and give reasons therefore. If the employee is not served with such notice prior to the increment date, **they** will be deemed to have earned the increment. An employee may grieve against the withholding of **their** increment and the onus of proving that the increment may be withheld shall rest on the Agency.

- a) Provided that periods of employment are not interrupted by resignation, dismissal and/or an interval of non-employment of greater than one hundred and eighty (180) calendar days, service by an employee shall be accumulative and after having worked the equivalent of two hundred and sixty (260) full working days or if in a position in an accelerated class as per Article 10.4.8, the

equivalent of one hundred and thirty (130) full working days, the employee shall be entitled to an increment within **their** pay range to be effective on the first (1st) of the pay period next following.

- 10.4.2 **An employee's initial hire date shall be their annual increment date. Employees shall receive their annual increment on the bi-weekly pay period in which their annual increment date falls until the maximum is reached.**
- 10.4.3 When an employee returns to the service after not more than ninety (90) consecutive calendar days leave of absence without pay, or lay-off, there shall be no change in **their** increment date. When an employee returns to the service after more than ninety (90) consecutive calendar days leave of absence without pay, or lay-off, **they** will be eligible to receive 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. The date upon which **they** become entitled to the increment shall be **their** new increment date. When the leave is under an Agency sponsored educational program or for illness covered by the Workers' Compensation Act, there shall be no change in the increment date regardless of the length of the leave of absence.
- 10.4.4 For the purposes of Article 10, days paid for sick leave, pressing necessity/family responsibilities, holidays, vacation, leave with pay and Union business leave shall be regarded as service.
- 10.4.5 Notwithstanding the provisions of Article 10.4.1, uninterrupted provisional service in a position which is continuous with probationary service in the same position shall be counted as if it were probationary service for increment purposes, if the provisional employee, when appointed, is eligible to take the qualifying Agency examination and does qualify on the first opportunity afforded **them**.
- 10.4.6 Where there are two (2) training rates for a class the employee shall have **their** pay adjusted to the second rate on the increment date established pursuant to Article 10.4.2 and to the minimum step of the regular range one (1) year later. Where there is only one (1) training rate, the employee shall have **their** pay adjusted to the minimum of the regular range on the increment date established pursuant to Article 10.4.2. When an employee moves from the last step of a training range to the first step of the regular range, **their** increment date will be determined in accordance with the provisions of Article 10.5.2.
- 10.4.7 Notwithstanding the provisions of Article 10.4.6 above, an employee being paid in a training range shall not be eligible to advance to the

regular range for the class until **they have** met the minimum requirements for appointment to the regular range.

10.4.8 **Increments, Accelerated Movement**

Employees in the following classifications of:

Associate Appraiser **and** Administrative Assistant

shall be entitled to increments within **their** pay range on a six (6) month basis between Steps 1 and 2 and between Steps 2 and 3, and annually thereafter, except that the CEO or designate may withhold the increment on the basis of an unsatisfactory report. The CEO or designate shall notify the employee in writing of such action prior to the increment date and given reasons therefore. If the employee is not served with such notice prior to the increment date, **they** will be deemed to have earned the increment. An employee may grieve against the withholding of **their** increment and the onus of proving that the increment may be withheld shall rest on the Agency.

10.5 **Changes in Pay Range**

10.5.1 When a higher pay range is assigned to a position the employee shall move to the same step in the new pay range as held in the previous range.

10.5.2 **Promotion**

- a) On promotion, an employee's hourly rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than ten (10) percent above their current salary and not more than the maximum of the new range. If the addition of ten (10) percent produces a rate between two (2) steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two (2) rates.
- b) Increment dates shall not be affected by promotion. Whenever an employee's increment date or an adjustment in salary occur on the same date as a promotion or reclassification, the employee shall receive **their** increment or adjustment before the promotion formula is applied.
- c) A permanent employee who is promoted and fails the probation shall revert to the position held prior to promotion or by mutual agreement the employee may revert back to a similar vacant position. The rate of pay in the position will be adjusted based on

any increments which would have been earned had the employee not been promoted.

10.5.3

Demotion

a) Involuntary Demotion

Where an employee demotes involuntarily, the hourly rate of pay for the new position shall be as follows:

- i) if the hourly rate of pay received in the previous position was more than the maximum hourly rate of the new position, the employee's hourly rate shall remain unchanged until the maximum of the new position exceeds such hourly rate, at which time the employee shall receive the maximum of the new position.
- ii) if the hourly rate of pay received in the previous position falls within the range of pay of the new position, the new hourly rate will be the former hourly rate received, or if no such hourly rate exists, the next higher rate shall be received.
- iii) an employee who retained **their** hourly rate on demotion and who promotes within two (2) years thereafter shall again retain **their** hourly rate (i.e. that in effect at date of promotion) and increment date. **They** shall be entitled to the benefit of the promotion formula only when the promotion is to a position the maximum of the pay range for which is higher than the maximum of the range for the position from which **they** demoted in the first instance.

b) **Voluntary Demotion**

- i) A voluntary demotion will occur when an employee moves to a classification or level with a lower maximum hourly rate of pay as a result of a request initiated by the employee.
- ii) Where an employee demotes voluntarily, the hourly rate of pay for the new position shall be as follows:
 - 1) if the hourly rate of pay in the previous position was more than the hourly rate of pay for the new position, then the rate of pay shall be adjusted to the maximum hourly rate of pay for the new position.
 - 2) if the hourly rate of pay received in the previous position falls within the pay range of the new

position, then appointment will be made at the current hourly rate of pay. If this rate falls between steps, appointment will remain at that rate until the next increment date.

- iii) This provision will have no application when a voluntary demotion is the result of an appointment made in accordance with the provisions of Article 14.

- c) Increment dates shall not be affected by demotion.

10.5.4 **Transfer**

When an employee is transferred the hourly rate of pay and increment date for the new position shall be the former hourly rate received, or where the rate is between two (2) rates in the new position the hourly rate of pay will be increased to the nearest higher hourly rate.

10.5.5 **Re-Employment**

- a) Where, as a result of competition or in accordance with Article 14, a permanent employee is re-employed in the same or similar position, the rate of pay shall be at the same step in the range for the position as at the time of lay-off.
- b) Where, as a result of competition or in accordance with Article 14, a permanent employee is re-employed in a position with a lower maximum hourly rate of pay, the hourly rate of pay shall be equivalent to the rate formerly received (if an identical rate exists in the new range), or the next higher rate (if an identical rate does not exist in the new range), or the maximum rate (if the rate in the former position exceeds the maximum of the new range).

10.6 **Temporary Performance of Higher Duties and Temporary Promotion**

- 10.6.1 Temporary performance of higher duties or Temporary Promotion, occurs only where management has approved either substitution in or assignment to a position with a higher maximum hourly rate of pay. **The Employer will notify the Union in writing.**

- 10.6.2 Where no position exists, but it can be demonstrated that there has been an assignment of supervisory duties or management responsibilities not referred to in the class specification, then the provisions of Articles 10.6 and 10.7 will be applied to the current salary.

10.6.3

Payment will be administered in the following manner:

- a) for cases of substitution; where an employee is performing the full duties of the higher position;
 - i) where appointment to the position will be for a period not to exceed three (3) months, TPHD will be offered to the senior qualified employee from the next lower pay level within the work unit. Where appointment to the position will be for a period exceeding three (3) months, it will be considered a Temporary Promotion, and will be posted for competition.
 - ii) benefits of this Agreement will continue to be administered in accordance with the employee's position except that hours of work will be governed by the temporary substitution position; and
 - iii) temporary substitutions will not exceed one (1) year in duration except that the parties may agree to extensions beyond one (1) year.
- b) for cases of assignments where an employee is assigned new duties, the result of which warrants a pay level having a higher hourly rate of pay than the pay level of the employee's home position, and will be for no less than one (1) hour;
 - i) benefits of this Agreement will continue to be administered in accordance with the employee's home position except that hours of work will be governed by the temporary position; and,
 - ii) temporary assignments will not exceed three (3) months in duration except that the parties may agree to extensions beyond three (3) months.
 - iii) temporary assignment of higher duties will be offered to the senior qualified employee from the next lower pay level within the work unit. Notice of assignment and pay rate shall be posted.
- c) payment will be made at a rate which provides for an increase of eight (8) percent over the current hourly rate of pay provided, however, that in the case of substitution, the rate shall be no less than the minimum and no more than the maximum of the rate for the higher position;
- d) remuneration will be payable for all hours assigned;

- e) for cases of substitution, time spent on approved vacation or sick leave shall be included in the calculation of pay, therefore, time charged as vacation or sick leave will be calculated at the higher rate;
- f) periods of temporary substitution or temporary assignment will not impact seniority or increment accumulations;
- g) there shall be no change to the employee hours of work cycle.

10.7 This Article covered Temporary Promotion which has now been merged into Article 10.6, Temporary Performance of Higher Duties. This merge has been agreed to by the Parties and shall not change the intent of the Collective Bargaining Agreement. Please refer to Articles 10.6 and 10.6.3.

10.8 **Overtime**

10.8.1 **Office Employees**

- a) Employees shall not be required to work overtime unless authorized to do so. Such authorization to be effective must be in the form of a written order supplied to the employee by an official authorized to do so by the CEO or designate. Where possible, such authorization shall be given twenty-four (24) hours in advance. Nevertheless, only in emergent situations may overtime be authorized verbally. In such instances, the written authorization order must be issued to the employee on the next working day following the day on which the overtime was verbally authorized. Upon completion of the overtime assignment, the employee shall certify on the order the number of hours worked, and shall return the order to such official for certification and transmission to the payroll authority who shall make payment as follows:
- b) Provided that payment shall not be made for overtime work under one-half ($\frac{1}{2}$) hour, payment for authorized overtime worked on a regular working day shall be made at one and one-half ($1\frac{1}{2}$) times the employee's hourly rate for the first four (4) hours worked and at double time for all hours worked above four (4) on that day.
 - i) Notwithstanding Article 10.8.1 (b) above, Management may, on request by the employee, grant time off at the appropriate premium rate at a mutually acceptable time in lieu of payment for overtime worked. If such time off in lieu cannot be taken by the end of the contract year or third month next following in which the overtime was earned,

whichever is longer, the employee shall be paid in accordance with Article 10.8.1.b. Payment will be the employee's rate of pay in effect at the time of payout.

- c) An employee who, after **they have** left **their** place of work, receives a call back for overtime shall be paid for each hour or portion thereof worked at overtime rates or from a minimum of two (2) hours at overtime rates, whichever is greater.
 - i) Notwithstanding Article 10.8.1 (c), an employee called out more than once during the two (2) hour period specified therein shall not receive any further overtime credits until the two (2) hour period has elapsed.
- d) An employee who is required to work on **their** regularly assigned first and/or second day of rest, shall be paid at the rate of double time for all hours worked on that day, with a minimum two (2) hour guarantee at overtime rates.

10.8.2 Office employees working modified hours of work.

- a) Overtime will be paid in accordance with Articles 10.8.1.
- b) Employees shall receive overtime at one and one-half (1½) times their regular rate for all authorized work performed on a scheduled earned day off.
- c) Any overtime above four (4) hours per week, shall be voluntary.

10.8.3 **Field Employees**

- a) All field employees shall receive pay at one and one-half (1½) times their regular rate for all authorized hours worked in excess of the hours as stated in Article 12.3 and subject to the provisions of Article 12.3.4.
- b) Notwithstanding Article 10.8.3 (a) above, Management may, on request by the employee, grant time off at the appropriate premium rate at a mutually acceptable time in lieu of payment for overtime worked. If such time off in lieu cannot be taken by the end of the contract year or third month next following in which the overtime was earned, whichever is longer, the employee shall be paid in accordance with Article 10.8.3 (a). Payment will be at the employee's rate of pay in effect at the time of payout.
- c) Any overtime above four (4) hours per week, shall be voluntary.

- d) Working on a Holiday
- i) In addition to **their** regular pay, an employee who is required to work on a designated holiday shall be paid at the rate of one and one-half (1½) times the regular rate of pay or time in lieu to be mutually agreed between the employee and the out-of-scope Supervisor.
 - ii) An employee who is authorized to perform overtime work on a designated holiday shall be paid at a rate of two and one-half (2½) times **their** regular pay for each hour in excess of normal hours which **they** work.
 - iii) When a designated holiday falls on an employee's assigned day of rest and **they are** required to work on such holiday, **they** shall be paid in addition to **their** regular pay, at the rate of time and one-half (1½) for all hours worked and shall also be granted a day off in lieu of the assigned day of rest. The day off shall be mutually arranged between the employee and the official in charge, but must be granted within the three (3) month period following the originally assigned day.
 - iv) Employees who work less than full-time shall be entitled to benefits of this Section on the basis of five **point four (5.4)** percent of an employee's regular wage earnings on each pay cheque, in lieu of designated holidays in Article 17.1. Earnings for this purpose shall not include vacation leave pay.
 - v) Part-time and casual employees shall be paid for each pay period five (5) percent of an employee's gross earnings for that pay period.
 - vi) Part-time and casual employees who are required to work on a designated holiday shall be paid in addition to the five (5) percent a rate of one and one-half (1½) times **their** regular rate of pay for time worked up to the normal number of hours in a full day and two and one-half (2½) times worked in excess of the normal number of hours.

10.8.4

Information Service Employees

- a) Call Back While On Leave

Information Services employees, while on approved vacation leave, may be recalled to work, by their Director, to deal with an emergency situation. An emergency is defined as: Any occurrence that would have a significant negative impact on the

Agency's ability to do business. All such call backs will be reimbursed at two (2) times the employee's regular hourly wage, plus they will be credited one (1) day vacation leave for each day they are in call back status.

b) On Call Provisions

"On call", for Information Services purposes can be defined as having given the Managing Director a typical contact number for emergencies, that may arise outside of normal business hours. Employees retain the right to refuse on call assignments. "On standby", can be defined as an employee who has been designated by the CEO or designate as being available to answer any emergent issues outside of normal business hours. An employee who has been designated as being on standby will be reimbursed at a rate of \$20.00 per day or portion thereof for all periods of assignment.

10.8.5 **Payment on Separation**

- a) Payments under this Agreement due to an employee on separation shall be made within a period of two (2) weeks excepting, however, in those instances where it is necessary to withhold payments pending an accounting and settlement of any monies due the Agency on account of any advances repayable, inventory unaccounted for or any other valid claim against an employee. In the event of death of any employee, any amounts due shall be paid to the estate.

10.9 **Pay Periods**

10.9.1 Salaries shall be paid **bi-weekly** in a confidential manner with payment made **by no later than the last working Thursday of the two-week pay period**. All employees shall have their pay directly deposited into an **eligible** financial institute of their choice.

10.9.2 Every employee shall receive **access to their** statements showing the gross amount earned, itemized deductions there from and the net amount payable.

10.9.3 An employee may, once a year, upon giving seventeen (17) working days notice, receive on the last office day preceding commencement of **their** annual vacation or other leave with pay, any pay cheques which may fall due during the period of vacation or leave.

10.10 **Severance Pay**

10.10.1 A permanent employee whose job has been abolished shall be entitled to severance pay on the following basis:

- a) Less than fifteen (15) years of service – one (1) week's pay for each year of service or portion thereof.
- b) Fifteen (15) years or more of service – two (2) week's pay for each year of service or portion thereof.
- c) Pay will be calculated on the basis of the employee's rate of pay at the time of separation.

10.10.2 Following job abolition a permanent employee who is on lay-off will be paid severance pay at the end of twenty-four (24) months on the re-employment list or upon resignation from the re-employment list.

10.10.3 Service, for the purpose of this provision, shall include all continuous service with SAMA in positions both within and outside the scope of this agreement, which was continuous with an appointment in the permanent service.

10.11 **Travel and Sustenance**

10.11.1 Employees who are authorized to use a personal vehicle within or away from headquarters shall receive the greater of \$8.50 per day or mileage at prevailing rates.

10.11.2 **Accommodation**

- a) Hotel/Motel - actual and reasonable charges supported by a receipt. Charges in excess of such amount as may from time to time be determined by the Agency must be approved by the CEO or designate.
- b) An amount of \$50.00 per night will be paid for alternate accommodation when employees are not staying in hotels/motels while on Employer business.

10.11.3 **Meals**

	In Province	North of 54 th Parallel	Out of Province
Breakfast	\$12.50	\$15.50	\$15.50
Lunch	\$19.00	\$21.00	\$21.00
Supper	\$23.50	\$28.50	\$28.50
Total Per Diem	\$55.00	\$65.00	\$65.00

All taxes included with a re-opener if taxes increase or decrease two (2) percent.

North of the 54th parallel and out of province shall be by receipt for claims in excess of the regular meal charges.

Out of province meal rates will be paid for out of province assignments only.

For the purpose of this Agreement, Flin Flon and Lloydminster shall be regarded as within the Province.

Effective date of change - first of month following signing of this agreement.

- a) The above meal allowances shall be paid to all employees working away from headquarters when meals are not provided.
- b) Claims for meal allowances will be administered as follows:
 - i) breakfast will be an eligible charge where the employee is authorized to leave headquarters on or before 7:00 a.m.
 - ii) lunch will be an eligible charge where the employee is authorized to leave headquarters before 12:00 noon; and,
 - iii) supper will be an eligible charge where the employee is authorized to leave headquarters before 5:30 p.m.
 - iv) a claim for supper will be approved where the employee returns to headquarters after 6:30 p.m.; and,
 - v) no claim for lunch can be made where the time of return from travel assignment is before 12:00 noon.
- c) In addition to the above, an employee authorized to be working after 5:30 p.m. and having worked five (5) hours after 5:30 p.m. will be eligible for an additional dinner meal allowance.
- d) Northern District Allowance – Employees assigned to work north of the 54th parallel shall be entitled to receive an additional fifty (\$50.00) per day allowance to offset sustenance and accommodation costs.

10.11.4

Incidental Expenses

Actual and reasonable charges for the following:

- a) Laundry - charges are allowed for employees who are absent from headquarters for a period in excess of seven (7) consecutive days.
- b) Dry-cleaning - allowable only when incurred under exceptional circumstances away from headquarters. The need for dry-cleaning must be identified on the expense form.
- c) Parking - employees working away from their headquarters building, and using either a leased or private vehicle, may recover parking charges as follows:
 - i) If available within a reasonable walking distance from work, employees are expected to use off-street parking and may recover costs.
 - ii) If off-street parking is not available, actual costs of metered parking may be charged, to a maximum of **\$16.00** per day.
- d) Cell Phones - the Agency agrees to reimburse the use of personal cell phones when used on Agency business at the rate of \$1.00 per day, plus any associated charges, or portion thereof, when the employee certifies the use of the cell phone for Agency business while away from headquarters. In all such cases, the employee shall furnish the cell phone number to the local manager.
- e) Taxis - charges are allowable for taxi fare from an employee's home to bus depot or airport, and return, and for fares incurred on Agency business away from headquarters.
- f) Other Expenses - occasionally, employees will incur exceptional expenses in connection with the conduct of Agency business. Such expenses may be allowable if detailed on the expense form and authorized by the CEO or designate.
- g) Incidental Expenses
 - i) Employees shall be reimbursed for towing to a maximum of \$200.00 per incident if work related. Receipts are required.

- h) Extended Travel Allowance
 - i) Extended Travel Allowance - Appraisers performing field work, and who are working away from their home office for extended periods of time where overnight accommodation is needed, shall receive a \$25 overnight allowance for each consecutive overnight stay to take effect after the third consecutive overnight.

10.11.5

Mileage

- a) **Mileage rates based on the reviews described below will be posted on the Employers Intranet.**
 - i) **Urban mileage rates shall be calculated for employees assigned to work in urban municipalities.**
 - ii) Rural mileage rate shall be calculated for **employees assigned to work** in NSAD units south of the 54th parallel on gravel roads **and/or any travel north of the 54th parallel;**
 - iii) The urban and rural mileage rates shall be calculated separately.
 - iv) Subject to \$8.50 per day minimum,
 - v) **Reviews will be every February 1, June 1 and October 1 in the respective year.**
- b) The mileage review for February 1, shall be the percentage change of the Saskatchewan average for the Private Transportation Index of November over July in the respective year(s).
- c) The mileage review for June 1, shall be the percentage change of the Saskatchewan average for the Private Transportation Index of March over November in the respective year(s).
- d) The mileage review for October 1, shall be the percentage change of the Saskatchewan average for the Private Transportation Index of July over March in the respective year(s).

10.11.6

In those instances when it is known in advance that an employee will be temporarily stationed at a point away from **their** headquarters for a period in excess of thirty (30) calendar days, **they** shall be paid as follows:

- a) On the basis of the regular allowances for that number of days up to but not exceeding seven (7) during which **they are unable** to secure a permanent accommodation.
- b) For the balance of the time **the rate shall** be negotiated in each instance between the Union and the CEO or designate.

10.12 **Relocation Allowance**

10.12.1 Relocation assistance shall be in accordance with a Relocation Policy established by the Employer.

10.12.2 An employee whose work location is changed shall be allowed reasonable expenses for the transportation of **their** household goods and for the transportation and sustenance en route of **themselves** and **their** dependents plus sustenance for **themselves** at the rates as set out herein for that number of calendar days not exceeding thirty (30) at the new work location during which **they have** not been able to secure a self-contained domicile.

10.12.3 The following provisions shall be included in the Employer's policy for all cases of promotion and involuntary transfer:

- a) Up to four (4) days leave with pay for purposes of obtaining a residence at new work location.
- b) Normal travel and sustenance allowances for the employee and spouse, if applicable, during the period of leave referred to above at prevailing Agency rates.
- c) Temporary storage of household goods for a period of up to thirty (30) calendar days where necessary.
- d) An incidental relocation allowance of \$300.00 (no receipts required) to cover such items as appliance hook-ups, drapery and floor covering alterations, et cetera.
- e) Subject to documentation, the payout of a housing lease, to a maximum of one (1) month's rent, if the lease cannot be terminated without cost to the employee.
- f) The Employer agrees to pay the cost of real estate fees and legal expenses when employees move from one (1) work location to another requiring a change of existing residential property, and further, the acquisition of a new principal residence at the new location to a maximum of \$5,000.00 supported by receipts.

10.12.4 Relocation expenses will not be paid to employees who are employed temporarily in positions of less than one (1) year. If the position is extended beyond the one (1) year limit, the Employer agrees to pay relocation expenses back to the original headquarters.

10.13 **Payment of Professional Fees**

10.13.1 Subject to the conditions set out in Article 10.13.2, the Agency agrees to pay the professional fees of all employees who are required either by statute or by the Agency to be a member of a professional association. Payment of professional fees will only be paid for employees who maintain their membership in good standing, and who continue to meet the professional association's education and professional development requirements. For partial years, reimbursement shall be prorated on the basis of time worked provided however that no payment will be made for partial years when the amount yielded is less than \$25.00.

10.13.2 Payment of fees provided in Article 10.13.1 shall be the actual fees.

10.14 **Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefits**

- a) Employees electing to take standard Employment Insurance Benefits over twelve (12) months or less, the Employer agrees to provide employees on Maternity/Legal Adoption/Parental Leave with a top up of Employment Insurance Benefits to eighty (80) percent of regular salary for the first twenty (20) weeks of Employment Insurance Benefits.

Example: Assuming an employee is earning \$1,000 a week, and the employee elects to take EI benefits of 12 months or less, the employee would receive \$800 from SAMA in week 1 and \$550 from EI and \$250 from SAMA in each of weeks 2-20 (\$5,550 from SAMA in total).

- b) Employees electing to take extended Employment Insurance Benefits over a period greater than twelve (12) months, the Employer agrees to provide employees on Maternity/Legal Adoption/Parental-Leave with a top up of Employment Insurance Benefits to eighty (80) per cent for the first week and fifty-eight (58) percent of regular salary for the remaining nineteen(19) weeks of Employment Insurance Benefits.

Example: Assuming an employee is earning \$1,000 a week, and the employee elects to take EI benefits of more than 12 months, the employee would receive \$800 from SAMA in week 1 and

\$330 from EI and \$250 from SAMA in each of weeks 2-20 (\$5,550 from SAMA in total).

Any changes to Federal Legislation with respect to EI Parental Benefits will result in reopening this Article.

- c) Employees receiving benefits under this Article will be required to sign a promissory note for a return service commitment for the same number of weeks that top up is received.

ARTICLE 11 PROBATION

11.1 On Initial Employment

11.1.1 The initial employment of every person shall be on a probationary basis for a period of six (6) months, provided, however, that the period may be extended to twelve (12) months for any class after negotiation with the Union. At the expiry of the probationary period, the CEO or designate shall appoint the employee to the permanent staff or shall cause **their** services to be terminated. At any time during the probationary period the CEO or designate may terminate the employment.

11.1.2 Notwithstanding Article 11.1.1, time spent in a non-permanent position shall be counted as accrued time for the completion of the initial probationary period when an employee moves into a position in the same class involving substantially the same duties and responsibilities on a permanent basis.

11.2 On Promotion

11.2.1 An employee who has been promoted shall serve a probationary period equivalent to that stipulated on initial employment for the class concerned. An employee who does not qualify in the probationary period shall revert to **their** former position at **their** former step in the salary range subject to any increments **they** would have received had **they** remained in the position. The provisions of Articles 21.6.2, 21.6.3 and 21.6.4 shall also apply.

11.2.2 An employee who is promoted during **their** initial probationary period shall have **their** initial probationary appointment terminated and commence the usual probationary period in the new position and, upon failure, **their** appointment shall be terminated.

11.2.3 A permanent employee who is on probation shall, upon promotion, complete the usual probationary period. If the employee fails during the

probationary period, **they** shall revert back to the last position in which **they have** held permanent status.

11.2.4 **Employee Request to Revert During Probation**

A permanent employee who has been promoted may, during the probationary period, request to revert to a vacant position in the Agency in the same class as **their** former class at **their** former step in the salary range, subject to any increments that **they** would have received had **they** remained in that class. The request will be made in writing to the CEO or designate.

11.3 **On Transfer**

11.3.1 No probationary period shall be required of an employee transferred within the Agency to another position in the same classification or re-employed from the re-employment list in another position in **their** former class.

11.3.2 An employee who transfers voluntarily during **their** initial probationary period shall complete the probation period for the new position less service in the original position. If the employee fails probation, employment will be terminated.

11.3.3 A permanent employee who transfers voluntarily during **their** probationary period shall complete the probationary period for the new position less service in the original position. If the employee fails **they** shall revert back to the last position in which **they** held permanent status.

11.3.4 Upon involuntary transfer during the initial probationary period to a position in the same class in the same division, an employee shall complete the probationary period for the first position while serving in the second. If the employee fails during the probationary period, employment shall be terminated.

11.3.5 A permanent employee who is on probation shall, upon involuntary transfer to work in the same class in the same branch, complete the usual probationary period for the first position while working in the second. If the employee fails during the probationary period **they** shall be treated as though no transfer had occurred.

11.3.6 A probationary period shall be served by employee equal to Article 11.1.1 who transfers to a position:

- a) in a different classification.
- b) re-employed from the list to a position in another classification.

- 11.3.7 If an employee fails the probationary period under Article 11.3.6 (a) **they** shall revert back to the former position without loss of benefits.
- 11.3.8 If the employee fails the probationary period under Article 11.3.6 (b) **they** shall revert back to **their** former place on the re-employment list.
- 11.3.9 **Transfer in Probationary Period**
- a) There shall be no involuntary transfer from class to class within the Agency for any employee who is on probation.
- 11.4 **On Re-Employment**
- 11.4.1 No probationary period shall be required of an employee with seniority who is re-employed in a position equal/similar to a position in which **they** formerly held permanent status with the Employer.
- 11.5 **On Demotion**
- 11.5.1 Permanent employees who voluntarily demote may be required to serve the probationary period for the new classification unless the lower classification is one in which the employee formerly held permanent status.
- 11.6 **On Bumping**
- 11.6.1 No probationary period shall be required of an employee who bumps.
- 11.7 **On Reclassification**
- 11.7.1 No probationary period shall be required of an employee in a position which is reclassified unless the employee is on probation; if on probation the employee shall continue to serve the probationary period minus service accumulated to that point. Upon successful completion of the probationary period, the employee shall become a permanent employee in the revised classification.
- 11.8 **Service Rating**
- 11.8.1 The Employer agrees to provide adequate ratings on probation so as to inform employees of employment progress during probation. These ratings shall be done in the fifth and eleventh month and the second and fifth respectively.

11.9 Leave During Probationary Period

11.9.1 When leave of more than thirty (30) consecutive calendar days has been taken during a probationary period, certification may, at the discretion of the CEO or designate, not be effected until a period of six (6) or twelve (12) months of actual service has been completed.

11.10 Extension of Probationary Period

11.10.1 The probationary period for the incumbent of a particular position may be extended for such period as may be agreed upon between the parties.

ARTICLE 12 HOURS OF WORK

12.1 The hours of work arrangement for all classes of positions shall be shown in Appendix A - Rates of Pay. There are two (2) hours of work cycles contained therein:

- a) Off 36 - Office employees
- b) Fld 37 1/3 - Field employees

12.1.2 If the need arises part-time and casual employees shall work such hours as are assigned by Management in a day, week or month. The Union shall be notified if the hours are outside of Articles 12.1, 12.2, 12.3 and 12.4.

12.2 Office Employees

The hours of work for office employees shall be:

Monday through Friday - 8:00 a.m. to 5:00 p.m. with a one (1) hour lunch break.

12.2.1 Notwithstanding the provisions of Article 12.2, the parties have agreed to the following modified hours of work arrangement

- a) Employee(s) shall work eight (8) hours per day (seventy-two (72) hours per two (2) week cycle).
- b) Employee(s) shall work core hours which are:
 - i) Monday through Friday - 8:30 a.m. to 4:00 p.m.
- c) Employee(s) shall not start earlier than 7:30 a.m. and finish work no later than 5:00 p.m., unless authorized by Management.

- d) Employee(s) shall take a minimum one-half ($\frac{1}{2}$) hour lunch break between 12:00 noon and 1:00 p.m., except that subject to mutual agreement at the local level, the lunch break may be taken between 11:00 a.m. and 2:00 p.m.
- e) In accordance with the terms of the modified arrangement, employees shall be entitled to take one (1) earned day off (EDO) every two (2) weeks subject to the following:
 - i) Wherever possible, the earned days off shall be taken adjacent to days of rest except they may be rescheduled by mutual agreement.
 - ii) Earned days off shall not alter the employees regular days of rest.
 - iii) There shall be no claim for sick leave when an employee is ill on a scheduled earned day off.
 - iv) Employees on sick leave, vacation leave, educational leave or other approved leave with or without pay shall resume their normal work cycle when they return to work. There shall be no accumulation of an employee's earned days off that would have been taken during the period of the leave.
 - v) While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include **their** scheduled earned days off during that period.
 - vi) When an employee is authorized or directed to attend a training course that does not involve a leave of absence and falls on **their** earned day off, the earned day off will be re-scheduled by Management.
 - vii) Earned days off that fall on a statutory holiday shall be re-scheduled to the preceding or next following working day by mutual agreement.
- f) Management shall establish the two (2) week work cycles and approve employee(s) work schedules and earned days off before they become effective. The established work cycle may be amended by mutual agreement at the local level.

12.3

Hours of Work - Field Employees (Unregulated)

- a) The hours of work for all field employees shall be averaged on the basis of eight (8) hours times the number of normal working

days in each month, and shall be unregulated within any working day or series of working days.

- b) The number of hours to be worked in each month shall be reduced by eight (8) hours times the number of scheduled earned days off which fall in that month.
- c) For field employees assigned to office status for periods of five (5) consecutive days or longer, they shall work core hours as follows: Monday to Friday 9:00 a.m. to 4:00 p.m. with a minimum one-half ($\frac{1}{2}$) hour lunch break.
- d) Notwithstanding the provisions of Articles 12.3.1 (a) and (b), for an employee commencing initial employment in a field designated class or an employee moving into a field designated class, who commences on a day other than the first day of the month or a field employee who terminates on a day other than the last day of the month, the number of hours to be worked at straight time during that month shall be determined on the basis of eight (8) hours times the number of normal working days in the part month less eight (8) hours for each designated holiday(s) and scheduled earned day(s) off which fall in that period.

12.3.2

Field employees shall be entitled to an earned day off every three (3) weeks subject to the following conditions:

- a) Wherever possible, the earned days off shall be taken adjacent to days of rest except they may be re-scheduled by mutual agreement.
- b) Earned days off shall not alter the employee's regular days of rest.
- c) There shall be no claim for sick leave when an employee is ill on a scheduled earned day off.
- d) Employees on sick leave, vacation leave, educational leave or other approved leave with or without pay shall resume their normal work cycle when they return to work. There shall be no accumulation of an employee's earned days off that would have been taken during the period of the leave.
- e) While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include **their** scheduled earned days off during that period.

- f) When an employee is authorized or directed to attend a training course that does not involve a leave of absence and falls on **their** scheduled earned day off, the earned day off will be rescheduled by Management.
- g) Earned days off that fall on a designated holiday shall be re-scheduled to the preceding or next following working day by mutual agreement.

12.3.3 The three (3) week work cycles including the employee's scheduled earned day off shall be established by Management. Management shall approve when an employee's actual earned day off will be taken.

12.3.4 Where work permits, field employees normally will be granted two (2) consecutive days of rest per week and where work permits these normally will be Saturday and Sunday.

12.3.5 For the purpose of pay calculation, approved vacation and sick leave with pay or any other approved leave with pay shall be included as actual hours worked in the averaging period as set out in Article 12.3.1 subject to the following:

- a) In no event shall the number of hours included as actual hours worked exceed a maximum of eight (8) hours per day.
- b) In the event an employee has actually worked a part day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of eight (8) hours per day.
- c) The foregoing shall have no application if the employee was not scheduled to work on any such day.
- d) Leave without pay shall not be included as hours actually worked in the averaging period as set out in Article 12.3.1.

12.4 **Special Provisions - Banking EDO's All Employees**

- a) Scheduled earned days off shall be worked and accumulated to a maximum of eight (8) days at straight time rates provided, however, that up to three (3) days must be taken during the period between Christmas Day and New Year's Day where the employee has banked more than five (5) E.D.O.'s.

- b) Any scheduled earned days off worked for the purpose of accumulation shall not be included as actual hours worked in the averaging period for the calculation of overtime entitlement.
- c) The banking of E.D.O.'s will be administered at the local level and shall conform to the following conditions; that,
 - i) the banking agreement will cover the period from January 1st to December 31st of the same year;
 - ii) E.D.O.'s will be accumulated and taken within this period; and,
 - iii) there will be no provision for carry-over of E.D.O.'s beyond this period.
 - iv) banked E.D.O.'s shall be taken at intervals of not less than one-half ($\frac{1}{2}$) day except that this may be altered, by mutual agreement, at the local level.
- d) In the event that mutual agreement is not reached at the local level as provided for in iii. above and Management does not direct when the accumulated earned days are to be taken as provided for in iii. above, the accumulated days not taken will be paid out at the rate of time and one-half ($1\frac{1}{2}$) for each such day, based on the employee's rate of pay in effect at the time of the expiration of the accumulation period as set out in iii. above.
- e) The duration of the averaging period shall be considered expired should an employee be dismissed, resign, promote, demote, transfer or is on an approved leave of absence without pay or lay-off for a period of three (3) calendar weeks or more and the earned days accumulated to that period in time shall be paid out at straight time rates for each such day based on the rate of pay in effect at the time of the expiration as set out in this provision.

12.5

Travel Time

All travel time authorized by Management will be considered as part of hours worked, should an employee be unable to get prior authorization for the purpose of travel time, such authorization may be given retroactively by Management.

12.6

Rest Periods

Employees shall be entitled to a morning and afternoon rest period of fifteen (15) minutes each. Rest periods shall be scheduled to meet the needs of the Agency.

ARTICLE 13 TECHNOLOGICAL CHANGE

13.1 Definition

13.1.1 The definition of technological change for the purpose of this Agreement shall be in accordance with the definition contained in ***The Saskatchewan Employment Act***.

13.2 Notice

13.2.1 The Employer shall notify the Union as far as possible in advance, but not less than ninety (90) calendar days of its intention to introduce technological change that is likely to affect the terms, conditions or tenure of employment of a significant number of employees in a classification.

13.2.2 Where the Union receives notice of a technological change given, or deemed to have been given, by the Employer pursuant to Article 13.2.1, the Union may, within thirty (30) days from the date on which the Union received the notice, serve notice on the Employer in writing to commence collective bargaining for the sole purpose of negotiating a Workplace Adjustment Plan, as set out in *The Saskatchewan Employment Act*.

13.3 Skill Requirements

13.3.1 In the event of technological change, the Employer will allow a reasonable period of time, as determined by the CEO or designate, for the employee impacted to acquire the skills required for the technological change.

ARTICLE 14 JOB ABOLITION

14.1 Lay-off

For the purposes of this Article, lay-off shall mean the temporary separation from employment with anticipated future recall.

14.1.1 Notice of Lay-offs

The Employer agrees to provide the Union with as much notice as possible of impending lay-offs but in no case will the period of notice to employees affected be less than thirty (30) calendar days.

14.1.2 **Order of Lay-offs**

Employees will be laid off within classifications affected using bargaining unit seniority within the work unit identified.

14.1.3 **Recall**

Employees may be recalled only to positions from which the employees were laid off. If abolished, the employee will be subject to the provisions of Article 14.2.

14.2 **Job Abolishment**

The Employer will make a reasonable effort to effect reductions in the work force through attrition prior to the job abolishment process.

14.2.1 **Notice**

Employees will be provided with thirty (30) days written notice of job abolishment.

- a) Employees shall be paid in lieu of notice if such notice is not given.
- b) Term employees shall receive lay-off notice as shown below:
 - i) less than one (1) year of service - one (1) week.
 - ii) more than one (1) year, but less than three (3) years of service - two (2) weeks.
 - iii) more than three (3) years, thirty (30) calendar days.
 - iv) If such notice cannot be given, pay in lieu of notice shall be given.
- c) Notwithstanding the above Article 14.1 such notice will be deemed to be given if a definite term is stated at the commencement of employment in accordance with Article 6.8.

14.3 **Options on Job Abolition**

14.3.1 Permanent employees who have had their jobs abolished may choose the following:

- a) to bump.
- b) to go on the re-employment list.
- c) to resign or retire.

Option chosen must be in writing to the CEO or designate within ten (10) business days.

14.3.2 An employee who exercises **their** bumping rights shall be allowed to do so on the basis of total seniority. An employee may bump in the same, similar or lower classification and/or position providing that they possess the necessary qualifications and skills to perform the duties.

a) An employee who elects to go on the re-employment list shall have **their** name placed on the re-employment list for a period not to exceed two (2) years.

14.3.3 An employee may elect to resign or retire at any stage of this Article and receive severance pay.

a) An employee who elects to bump into a lower position shall have **their** name placed on the re-employment list for **their** own classification for a period of two (2) years from the date of job abolishment.

14.3.4 A permanent employee who intends to exercise **their** bumping rights shall notify the Employer within ten (10) working days of the notification of job abolishment. Employees who elect not to exercise bumping rights will choose between options in this Article.

14.3.5 Bumping shall take place in the following manner:

a) Mandatory:

To bump in **their** own **position** and locality, in the following order:

- i) a vacant position.
- ii) a temporary employee in a permanent position.
- iii) a provisional employee in a permanent position.
- iv) an employee on initial probation with the least service.
- v) a permanent employee with the least seniority.
- vi) **an employee occupying a temporary/term position (temporary bump)**

If this fails to retain employment **they** may use **their** total seniority to exercise one (1) of the following options:

b) Optional

- i) to bump in **their** own class in a different locality. The order of bumping shall be in accordance with Article 14.3.5 (a).
- ii) to bump in a similar class, if qualified, in **their** own or different locality. The order of bumping shall be in accordance with Article 14.3.5 (a).
- iii) to bump in a lower class, if qualified, in **their** own or different locality. The order of bumping shall be in accordance with Article 14.3.5 (a).

Employees bumping into a temporary/term position will be eligible to exercise their bumping rights prior to the temporary/term position ending.

- 14.4 An employee who has been bumped shall be allowed to exercise the rights in accordance with this Article except that the notice requirement contained in Article 14.2.1 will not have application.
- 14.5 A permanent employee who is bumped on probation shall have the right to revert back to **their** former position at **their** former step in the pay range, subject to any increments that **they** would have earned. If the former position is abolished **they** shall be allowed to exercise **their** rights in accordance with Article 14.4.

ARTICLE 15 SENIORITY

15.1 How Calculated

Permanent employees only shall possess seniority and such seniority shall be based on employment in respect of the Agency, subject to the following considerations:

- 15.1.1 A probationary employee shall not acquire seniority until **they have** been appointed to the permanent staff, at which time **their** seniority shall be retroactive to the commencement of **their** last initial probationary period, with the following exceptions:
 - a) An employee to whom the provisions of Article 11.7.1 apply and an employee whose initial probationary appointment has been terminated and who, without a break in service, commences another probationary period(s) in which cases seniority shall be retroactive to the date of the original probationary appointment.
 - b) Employees within the scope of this Agreement who are appointed or who have been appointed to out-of-scope positions, shall, if subsequently they have been appointed or wish to be appointed to positions within the scope of this Agreement, be entitled to count the seniority with which they were credited before they

were appointed to out-of-scope positions. Service in out-of-scope positions shall not be considered for seniority purposes.

- 15.1.2 Seniority with respect to past employment with the Agency or in respect of future service with the Agency shall be considered as broken by reason of any one (1) of the following:
- a) Dismissal.
 - b) Voluntary resignation.
 - c) Continuous lay-off due to lack of work for a period in excess of two (2) years.
- 15.2 Failure to report for work within seven (7) calendar days after being notified following lay-off, or after the termination of an approved leave of absence, unless such failure is the result of illness or other reason satisfactory to the Agency. (It shall be the responsibility of the employee on a re-employment list to notify the Agency of any change of address.)
- 15.2.1 For employees who return to the Agency following a break in service for any of the aforementioned reasons, or for employees who had been employed as a non-permanent employee prior to June 1, 1980, without a break in service, all such service shall be included in their seniority calculation following the completion of the probationary period.
- 15.3 It is agreed that 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 Union agreements to count their service for seniority purposes within this Agreement to the extent agreed upon between the parties.
- 15.4 Non-permanent employees (temporary, part-time, casual) who have worked in a single non-permanent position for a period equal to a normal probationary period without a break in service shall accumulate competition seniority. The competition seniority shall be the total of all continuous service retroactive to the commencement of employment in that position. The accumulation of competition seniority shall be broken by any break in service. A break in service will result due to a resignation, dismissal or an interval of non-employment of greater than one hundred and eighty (180) consecutive calendar days. This competition seniority shall have application only in competition for vacant permanent positions.
- 15.5 Upon successful completion of the initial probationary period, all competition seniority shall be counted as seniority for purposes under this Agreement.

15.6 **Provision of Service Credits**

The Employer agrees to prepare a seniority list as at December 31st of each year which shall be provided to the Union by February 28th following such date.

15.6.1 An employee may challenge their seniority accumulation as listed in the seniority roster for a period of up to eight (8) weeks from the date of posting.

- a) The employee shall submit their appeal to the Managing Director of Administration or designate. The Appeal shall include all evidence the employee has available in order to support their claim.
- b) The Managing Director of Administration or designate will advise the employee in writing of its decision within thirty (30) business days of receipt.
- c) Where an employee is not satisfied with the decision of the Managing Director of Administration or designate, they may choose to grieve the decision as outlined in Article 23.

15.7 Seniority will be calculated on the basis of calendar days. For the purpose of this Article, the work week will be defined as commencing on Sunday and ending on Saturday.

15.8 Employees who are granted definite leave of absence will be given recognition of the period of leave for the purposes of seniority accumulation.

15.9 **Seniority Recognition**

It is agreed by the parties to this agreement that all out-of-scope service for the positions of Coordinator of Assessments and Assistant to the Managing Director of Assessment Services shall be counted for seniority purposes.

ARTICLE 16 VACATION LEAVE AND VACATION ALLOWANCE

16.1 When an employee commences employment on the first day of the month on which employees under this Agreement work, they shall be entitled from that day to the following December 31st to a vacation leave with pay of one and one-quarter (1¼) days for each completed calendar month of service.

- 16.2 The vacation leave provided for in Article 16.1 of this section may be taken in part or in whole only after it is earned. Notwithstanding this provision and, subject to Article 16.15.1, the Agency may, at the employee's request, grant leave that would be earned by the following December 31st. In the event that an employee does not receive direction to take leave by December 31st they shall be paid for such in lieu of their normal rate of pay on the same basis as it was earned. Past service with SAMA and its predecessors shall be counted towards vacation entitlements, unless the employee's employment has been voluntarily or involuntarily broken, or continuous lay-off in excess of two (2) years.
- 16.3 **Three (3) Weeks Vacation**
- 16.3.1 Subject to Article 16.16, employees shall be entitled to take three (3) weeks vacation leave with pay during the first complete benefit year following the date of employment and thereafter up to but not including the benefit year in which they complete eight (8) years of service. Such leave shall be earned at the rate of one and one-quarter ($1\frac{1}{4}$) days for each completed calendar month of service.
- 16.4 **Four (4) Weeks Vacation**
- 16.4.1 Subject to Article 16.16, employees shall be entitled to take four (4) weeks vacation with pay during the benefit year in which they complete eight (8) or more years of service with the Agency, and its predecessors and thereafter up to but not including the benefit year in which they complete fifteen (15) years of service. Such leave shall be earned at the rate of one and two-thirds ($1\frac{2}{3}$) days for each completed calendar month of service.
- 16.5 **Five (5) Weeks Vacation**
- 16.5.1 Effective January 1, 2020, subject to Article 16.16, employees shall be entitled to take five (5) weeks vacation leave with pay during the benefit year in which they complete fifteen (15) years of service, and thereafter up to, but not including, the benefit year in which they complete twenty-two (22) years of service. Such leave shall be earned at the rate of two and one-twelfth ($2\frac{1}{12}$) days for each completed calendar month of service.

16.6 **Sixth Week of Vacation**

16.6.1 Effective January 1, 2020, subject to Article 16.16, employees shall be entitled to take six (6) weeks vacation leave with pay provided they complete twenty-two (22) or more years of service in that benefit year. Such leave shall be earned at the rate of two and one-half (2 ½) days for each completed calendar months of service.

16.7 **Supplementary Earnings**

16.7.1 In respect of supplementary earnings (over and above regular salary but excluding vacation pay) an employee shall receive, together with **their** cheque for such supplementary earnings vacation pay thereon at the rate specified in Article 16.7.3.

16.8 **Pay in Lieu**

16.8.1 An employee who leaves the service during the first full benefit year following the date of employment or in subsequent benefit years shall be paid in lieu of earned but unused vacation leave at the rate of pay applicable to such employee on **their** termination date.

16.9 **Consent of Granting Authorities**

16.9.1 Leave provided in Articles 16.2, 16.3, 16.4, 16.5 and 16.6 may be taken only with the consent of the granting authorities.

16.10 **Salary in Advance**

16.10.1 In accordance with Article 10.9.3.

16.11 **On Retirement**

16.11.1 Employees leaving the service on or after age sixty-five (65), or at any time following the completion of thirty-five (35) years' service,-shall receive pay in lieu of their full vacation entitlement for that year.

Using accumulated leave to bridge or extend employment past the last active day at work will not be allowed. Upon retirement, the last day at work will be the retirement date. All leave entitlement owed at the time will be paid out.

16.12 **Rotated**

16.12.1 Every effort will be made to permit the taking of vacation leave between May 1st and October 31st in each year. Vacation leave shall be rotated to ensure equality regardless of seniority.

16.13 **Carry-Over**

16.13.1 The CEO or designate shall, on the employee's written request authorize the carry-over of annual vacation leave to a maximum of one (1) week into the following benefit year.

16.13.2 In special circumstances, or certified illness, the CEO or designate may approve the carry-over of an additional week of vacation. This additional week must be taken during the year in which it was intended to be used.

16.14 **Restriction of Vacation**

16.14.1 Where the granting authorities find it necessary to restrict vacation leave in whole or in part, the employee shall be entitled to receive pay in lieu thereof or to take the leave at another time. If the employee had entered into financial commitments (e.g. - deposit on travel arrangements) in connection with vacation leave which had been approved and then restricted, and is unable to cancel such commitment without charge, **they** shall be reimbursed to the extent of **their** financial loss. Such reimbursement shall be dependent upon submission of documentary evidence, satisfactory to the Agency, in respect of the disbursements and its non-recoverability or non-transferability.

16.15 **Exceeding the Allowance**

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

16.16 **Holiday During Leave**

16.16.1 When any holiday is designated in Article 17 falls within an employee's annual vacation, **they** shall be granted one (1) additional day's vacation.

ARTICLE 17 DESIGNATED HOLIDAYS

17.1 **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

Plus a day to be determined each year as a floating designated holiday **(Friday, July 29, 2022; Friday, June 30, 2023) and any other day proclaimed as a holiday by the Provincial Government.**

17.2 Falling on Days of Rest

If any of the holidays listed in Article 17.1 falls on a Saturday or Sunday and is not proclaimed as being observed on some other days, it shall be observed on the first working day(s) following the weekend.

ARTICLE 18 SICK LEAVE & PRESSING NECESSITY/FAMILY RESPONSIBILITIES

18.1 Definition of

Sickness shall include sickness within the usual meaning of the term and shall include injury other than accidental injury arising out of, and in the course of employment with the Agency, except as designated in Article 18.1.1 next following:

18.1.1 If an employee meets with an accident under circumstances entitling **them** to recover damages from a third party, the CEO or designate, instead of paying benefits under this Plan, may authorize advances or loans to such employee to be repaid out of the damages, if any, recovered by the employee from the third party.

18.1.2 Subject to the provisions of Article 18.1.1 sick leave time can be used for treatment/examination by physician, specialist, optometrist, chiropractor, dentist, physiotherapist, chiropodist, or any service/treatment referred by a physician.

18.2 Under Three (3) Months

18.2.1 Subject to the provisions of Article 18.6, probationary employees with less than three (3) months' service shall be allowed one week's sick leave.

18.3 Over Three (3) Months

18.3.1 Probationary and permanent employees with three (3) or more months' continuous service shall, at the beginning of a benefit year, be credited with fifteen (15) working days sick leave with pay in respect of that benefit year. Such leave shall be earned on the basis of one and one-quarter (1¼) days for each completed calendar month of service. For periods of less than one (1) full calendar month, the amount earned shall be calculated using the following formula:

Regular hours worked x .0577 = Earned hours of sick leave credits

Any unused days of the foregoing amounts shall be accumulated from year to year.

18.3.2 At the discretion of the CEO or designate, an employee whose sick leave benefits are exhausted may be permitted to draw on **their** future credits to a maximum of thirty (30) days. In the event that **they** separate, die or retire, any overdrawn amount owing will be recovered. The intent of this subsection is to deal primarily with instances of prolonged illness or accident, or for use when preceded by an illness which has exhausted earned sick leave, or in any other deserving situation.

a) Where an employee, at the beginning of a year, is overdrawn on sick leave, one-half ($\frac{1}{2}$) of the current year's entitlement (or the amount of the overdraw, whichever is the lesser) shall be applied against the overdrawn amount and the other half ($\frac{1}{2}$) shall be available for use during the current year. If any of the latter half remains to the employee's credits at the end of such year, it shall also be applied against any remaining overdrawn sick leave.

18.4 **Pressing Necessity/Family Responsibilities**

18.4.1 Leave of absence without pay may be granted by an employee's immediate Supervisor for reasons of pressing necessity/family responsibilities.

18.4.2 Leave of absence with pay, chargeable to an employee's sick leave credits may be made on the basis of pressing necessity/family responsibilities. Requests to use sick leave credits for this purpose shall be made in writing to the CEO or designate through the immediate Supervisor. Requests may be rejected or may be granted to an extent considered to be fair and reasonable on the basis of the particular situation encountered in accordance with the Employer's policy.

18.4.3 An employee who maintains a minimum of seventy-five (75) sick leave credits may be permitted by the CEO or designate to use sick leave credits for pressing necessity/family responsibilities.

18.4.4 An employee with less than seventy-five (75) sick leave credits may be granted up to three (3) days sick leave by the CEO or designate for pressing necessity/family responsibilities, cumulative from year to year, until a minimum of seventy-five (75) sick leave credits have been accumulated.

18.4.5 An employee with less than seventy-five (75) sick leave credits who requires pressing necessity/family responsibilities leave in excess of

permitted limits, may be granted an advance to a maximum of three (3) sick leave credits. This advance will be charged against the employee's sick leave credits in the following year.

- 18.4.6 **Entitlement for bereavement leave is based on the provisions within Employer Policy 5.4. Any changes to the bereavement entitlement outline in the October 1, 2021 5.4 – Leave of Absence Due to Pressing Necessity Family Responsibilities Policy shall be discussed with the Union.**
- 18.5 **Sickness to be Reported**
- 18.5.1 An employee absent from duty on account of sickness or other pressing necessity must inform **their** immediate Supervisor before the hour **they are** to report for duty. Where the duties of the position which the employee occupies require that a replacement be arranged for, the employee shall notify **their** immediate Supervisor of any absence not less than one (1) hour prior to the time at which **they are** scheduled to report for duty.
- 18.5.2 Except where, in the opinion of the Employer, extenuating circumstances exist, an employee who fails to inform **their** immediate Supervisor of **their** intention not to report for duty within the time limits specified in Article 18.5.1 shall be considered absent without leave and the Employer may make a deduction in pay equivalent to the pay which the employee would have received between the time **they were** scheduled to report for duty and the time **they** reported sick.
- 18.5.3 When Management requires an employee to produce a medical certificate, the Agency will pay for it.
- 18.5.4 An employee, to be entitled to payment of salary during sick leave shall within seven (7) days of return to duty, furnish the CEO or designate with a signed statement on the prescribed form. Notwithstanding, the CEO or designate may waive the general requirement for submission of the form and require it on request only. The CEO or designate may require an employee to provide a doctor's certificate.
- 18.5.5 Holidays designated in Article 17 occurring during the period when an employee is on sick leave shall not be charged against the employee's sick leave credits.
- 18.5.6 An employee whose vacation leave is interrupted by illness or injury that requires hospitalization for a period of two (2) consecutive calendar days or more shall, upon request, have such period of hospitalization charged

against sick leave credits. The employee will be required to provide medical evidence of such confinement.

18.6 Sick Leave Earned During Year of Separation

18.6.1 The amount of employee's earned sick leave for the benefit year in which **they are** separated shall be calculated on the basis of one and one-quarter ($1\frac{1}{4}$) days for each completed month of service in that benefit year. For periods of less than one (1) full calendar month the amount earned shall be calculated using the following formula:

regular hours worked x .0577 = earned hours of sick leave credit.

18.7 Exceeding the Allowance

18.7.1 An employee leaving the service who has been granted more leave for sickness and/or pressing necessity/family responsibilities than was due **them** shall have deducted from any monies owing **them** by the Agency an amount calculated on the basis of the number of days over-expended at the rate of salary on separation.

18.8 Continuation of Sick Leave Credits

An employee who has had a break in service or has left the employment of SAMA for three (3) years or less shall, upon return, be credited with all accumulated sick leave the employee was credited with prior to the break in service.

18.9 Independent Medical Examination

The Agency **may require an employee to undergo** an examination by a physician selected by the Agency **once all other avenues have been exhausted. The Agency shall give notice to the Union and discuss their rationale prior to notifying the employee. The Agency will be sensitive to employee preferences. In the event the employee agrees to undergo an examination the employee shall receive any and all information as provided to the Agency. The resulting Independent Medical Evaluation (IME) information should be limited to what is reasonably necessary for the Agency to determine the current issue precipitating the IME. The Agency will pay any costs associated with the medical certificate or the examination.**

Where an employee does not agree to undergo an examination, next steps will be outlined in writing by the Employer.

ARTICLE 19 WORKERS' COMPENSATION

- 19.1 When a permanent or probationary employee is injured in the performance of **their** 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:
- 19.1.1 Subject to the proviso that the total compensation received by an employee shall not exceed normal earnings, permanent and probationary employees shall be compensated on the following basis:
- 19.1.2 From and including the day of injury until not more than one (1) year from the date of injury, the employee shall receive **their** normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Agency on behalf of the employee.
- 19.1.3 After one (1) year from the date of injury to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive **their** normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Agency on behalf of the employee. The difference between the employee's normal earnings and the benefit payable from Workers' Compensation will be charged against the employee's available sick leave credits.
- 19.1.4 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.
- 19.1.5 Pending receipt of payments from the Workers' Compensation Board, an employee shall receive normal earnings, provided however, that the Agency in its discretion, may limit such earnings to the amount of an employee's accumulated sick leave benefits as at the commencement of **their** disability. Proof of disability will be required before such payments are made.
- 19.2 **Employee Status and Benefits**
- 19.2.1 From and including the day of injury until not more than one (1) year from the date of injury, the employee shall be deemed to be an active employee and earn all benefits of the CBA.
- 19.2.2 From one (1) year from the day of injury until not more than two (2) years from the date of injury or the employee's sick leave credits are exhausted, whichever occurs first, the employee shall be deemed to be an active employee and earn all benefits of the CBA.

- 19.2.3 Notwithstanding the foregoing, an employee who is being paid on the basis of Article 19.1 shall be entitled to carry forward any unused vacation leave up to and including the full entitlement for the month of the injury, until **they** return to work. While an employee is being paid on the basis of Article 19.1, **they** shall not earn any vacation leave credits.
- 19.2.4 After two (2) years from the date of injury or when an employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive an indefinite leave of absence and earn benefits in accordance with Article 21.8.
- 19.2.5 An employee who receives an indefinite leave of absence in accordance with Article 19.2.4 shall be paid out any outstanding vacation leave credits. Any over expenditure of vacation leave credits shall not be recovered from the employee.
- 19.3 **Workers' Compensation Rehabilitation Committee**
- 19.3.1 If an employee incurs a disability (arising from a compensable injury on the job) which prevents resumption of work in the occupation held prior to the injury and such employee is capable of carrying out other duties, the Employer and the Union may mutually arrange the establishment of such an employee in a position suitable to the circumstances, having at all times in mind the obligations of the Employer and the Union to all other employees in the Agency.
- 19.3.2 A permanent joint committee of representatives of the Employer and the Union shall be formed to deal with such cases and shall be known as the "Rehabilitation Committee". Representation shall be on an equal basis as decided between the parties.

ARTICLE 20 EMPLOYEE BENEFITS

20.1 Group Life Insurance

The Employer is a participating employer in the Public Service Group Life Insurance Plan on behalf of all eligible employees as determined by the terms of the Plan. The Employer agrees that its share in the costs of the plan inclusive of any EI rebate that would otherwise be payable to the employee, will be the first \$16,600.00 of insurance for each covered employee.

The Employer further agrees that effective January 1, 2000, its share in the costs of the Plan, inclusive of any UIC rebate that would otherwise be payable to the employee, will be the first \$25,000.00 of insurance for each covered employee.

20.2 **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 will be paid by the Employer.

20.3 **Extended Health Care Benefits and Wellness Plan**

Effective January 1, 2020, the Employer agrees to put into a trust fund one point eight (1.8) percent of in-scope straight time payroll. The Plan shall be governed by the SGEU/SAMA Health Plan Benefits Committee made up of two (2) Union members; two (2) Management appointees; and a chair appointed by the employer.

20.4 **Dental Plan Enhancements**

Effective March 1, 1999, the parties agree to provide, on behalf of eligible employees, enhancements to the Public Employees' Dental Plan paid for by the Employer at a rate of one point zero (1.0) percent of straight time in-scope payroll. The one point zero (1.0) percent of in-scope straight time payroll will be calculated and remitted to the SAMA/SGEU Health Plan on a monthly basis. The enhanced portion of the Plan is to be governed by the Board of Trustees established in Article 20.3. The Board of Trustees will be responsible to develop and administer this Plan within the financial resources allocated to the Plan.

20.5 **Benefit Plans' Surplus Fund**

- a) The parties agree to establish a Benefit Plan Surplus Fund attached to the Dental Plan enhancements and the Extended Health Care and Wellness Plan to be administered by the Board of Trustees.
- b) The intent of the fund is to offset cost increases, and/or enhance the two (2) Plans under Article 20.3 and 20.4 within the financial resources set out in Article 20.5 (a).

20.6 **Public Employees Pension Plan**

20.6.1 All Employees shall be members of PEPP from date of hire.

20.6.2 Members in the PSSP shall have their and the employer's **matched** contribution to PSSP at two **point six** (2.6) per cent of their straight time payroll.

20.6.3 All other members shall have their and the employer's **matched** contribution to PEPP at **eight point one (8.1)** per cent of their straight time payroll.

20.7 **Community Work Days**

SAMA will allow leaves of absence with pay for one (1) additional day off per year for each employee to schedule for volunteer work in the community. This leave will be deducted from Professional Leave Days.

ARTICLE 21 LEAVE OF ABSENCE

It is not the intention of the Employer or the Union to enter into an Agreement that restricts an employee's right under legislation during the current Collective Bargaining Agreement. The parties will review the following provisions to ensure compliance with applicable legislation; Articles 21.1, 21.2, 21.2.1, 21.2.3, 21.2.4, 21.2.5, 21.2.6, 21.2.7, 21.3, and 21.5

21.1 **Definite Leave**

Providing satisfactory arrangements can be made for the performance of **their** work, an employee may, be granted a definite leave of absence without pay by the CEO or designate for a period not to exceed one (1) year.

21.2 **Maternity Leave**

21.2.1 An employee who has completed **thirteen (13)** consecutive weeks of employment with the Agency, who makes application for leave under this Article at least one (1) month in advance of the requested commencement date and who provides the CEO or designate with a medical certificate certifying that she is pregnant and specifying the estimated date of confinement, is entitled to and shall be granted maternity leave consisting of:

21.2.2 A period not exceeding twenty-four (24) months of which at least six (6) weeks fall immediately subsequent to the estimated date of confinement.

21.2.3 An additional period equal to the period between the estimated date of confinement specified in the medical certificate and the actual date of birth, if the date of birth occurs after the date mentioned in the certificate.

21.2.4 An employee who has taken leave under Article 21.1 may make application for further leave under Article 21.2 or Article 21.8.

- 21.2.5 The Agency shall not dismiss, lay off, suspend or otherwise discriminate against an employee who has completed **thirteen (13)** consecutive weeks of continuous employment with the Agency solely because she is pregnant or has applied for leave in accordance with Article 21.2 above.
- 21.2.6 Where the pregnancy of an employee and/or the requirements of post natal care would reasonably interfere with the performance of **their** duties, the CEO or designate may require the employee to take a period of leave not to exceed two (2) months immediately prior to the estimated confinement date and/or two (2) months immediately subsequent to the date of birth.
- 21.2.7 With the consent of the Agency, an employee granted leave under this subsection shall be entitled to return from such leave in advance of the date to which the leave was granted.
- 21.2.8 Prior to returning to work the employee must give at least 30 days notice of **their** intention to return to employment.
- 21.3 **Parental/Adoption Leave**
- 21.3.1 An employee who has completed **thirteen (13)** consecutive weeks of employment with the Agency and who makes application for leave under this Article at least one (1) month in advance of the requested commencement date will be granted leave without pay up to twenty-four (24) months. The request for leave must be consecutive and may begin not more than six (6) weeks preceding the estimated date of birth or legal adoption and end not later than twenty-four (24) months following the actual date of birth or legal adoption.
- 21.4 **Definite Leave on Involuntary Transfer**
- 21.4.1 If a permanent employee is being involuntarily transferred and **they** do not elect to accept the transfer, leave of absence without pay may, upon application, be granted for a period of up to one (1) year subject to the following conditions.
- 21.4.2 Article 21.5 shall not have application and the Agency may fill the vacated position on a basis other than a temporary appointment, and
- 21.4.3 If the employee has not been successful in obtaining alternate employment with the Agency by the expiry date of **their** leave, **they** shall be deemed to have resigned on the final day thereof.

21.5 **Reinstatement**

- 21.5.1 An employee granted definite leave of absence without pay shall, at the end of the period for which the leave was granted or at such earlier date as may be agreed upon by the Agency, be reinstated in the position in which **they were** employed prior to going on leave.
- 21.5.2 If the position of a permanent employee was abolished during **their** absence **they** shall be subject to the lay-off provision applicable had **they** been occupying the position at the time of its abolition.
- 21.5.3 If an employee's position was reclassified upward during **their** absence, **they** shall be subject to the provisions applicable had **they** been occupying the position at the time of its reclassification.
- 21.5.4 If the position was reclassified laterally or downward during **their** absence, **they** shall elect one (1) of the following alternatives:
- a) The application of the lay-off provisions, or
 - b) To bump into the reclassified position provided **they have** minimum qualifications.

21.6 **Indefinite Leave**

- 21.6.1 A permanent employee may be granted indefinite leave of absence without pay by the CEO or designate.
- All requests for Indefinite Leave must be submitted, in writing, thirty (30) calendar days in advance to the leave commencement, or less under exceptional circumstances as determined by the Employer.
- 21.6.2 Employees on indefinite leave of absence shall be required to apply for extensions annually giving proof that original circumstances under which leave was granted still prevail.
- 21.6.3 A permanent employee granted indefinite leave of absence without pay shall, upon the conclusion of the leave, have their name placed on the Agency re-employment list for a period not to exceed one (1) year.

21.7 **Prolonged Illness**

- 21.7.1 An employee suffering prolonged illness shall, on application, be granted definite leave of absence as follows when all sick leave credits have been expended:

- a) Employees suffering from prolonged illness, shall, upon request, be placed on a leave of absence.
- b) The Employer shall not permanently fill the employee's position for a period of twenty-four (24) calendar months while the employee is on leave of absence for prolonged illness. The employee shall be entitled to return to their home position. If it is determined the employee will not be able to return to their home position, the parties may waive the twenty-four (24) month provision, allowing the position to be filled permanently. At the completion of the twenty-four (24) calendar month definite leave, the employee shall be placed on an indefinite leave of absence. In circumstances where medical information supports a return to the employee's position in the immediate future the parties may agree to extend the definite leave of absence beyond the twenty-four (24) months.
- c) Subject to written authorization from the employee, the Employer shall make available, where reasonable, information it may have which would facilitate the application of an employee who is ill, injured, or disabled, for any benefit payment to which the employee is lawfully entitled.

21.8 **Application of Benefits**

21.8.1 While on leave of absence without pay (including education leave) or lay-off employees shall be entitled to earn benefits as follows:

- a) For the first thirty (30) consecutive calendar days or less – all benefits excepting designated holidays.
- b) For the next sixty (60) consecutive calendar days – sick leave, seniority and increment benefits only.
- c) For leave in excess of ninety (90) consecutive calendar days – only those benefits provided in (Articles 21.12 and 10.4.3).

21.8.2 When leave of absence is for the purpose of accepting other employment with the Agency, the CEO or designate, may waive the application of Articles 21.9.1 (a), (b) and (c) and grant benefits of this Agreement as is deemed appropriate under the circumstances.

21.8.3 The benefits provided under this Article shall apply only if an employee returns to work at the expiry of **their** leave unless otherwise determined by the Agency.

21.9 **Leave for Union Business**

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

The Union agrees that requests for leave of absence for Union business shall be made giving reasonable notice.

Definite leave of absence with pay shall be granted subject to reimbursement in accordance with Article 21.10.2 to attend to Union business provided that:

- a) the employee is authorized by the Union in writing to request such leave.
- b) the employee requests in writing leave for Union business as authorized by the Union.
- c) the request for Union leave is made on such form or forms as agreed by the parties from time to time.
- d) it shall not unreasonably interfere with the operation of the Employer and it shall not be unreasonably withheld.

21.9.2 The following provisions shall apply to definite leaves of absence with pay granted under Article 21.10.1 above:

- a) The Employer will continue to provide the regular earnings and make all normal deductions during such leave covered by 21.10.1 above.
 - i) Employees shall continue to accumulate and be entitled to access all benefits and seniority rights under the Agreement during such leave subject to the normal rules of usage.
- b) For the purposes of determining overtime entitlement for employees working on an averaging period basis, approved leave of absence with pay for Union business shall be credited as averaging period hours subject to the following:
 - i) For field employees - approved leave to a daily maximum of eight (8) hours reduced by any hours actually worked on that day.
 - ii) For other employees - approved leave to a maximum of the normal daily hours of work described in the standard or

modified hours of work arrangement for such employee reduced by any hours actually worked on that day.

- c) In accordance with Article 3 the Union will reimburse the Employer for the full cost of such earnings and in addition the Employer's cost of benefits as follows:
 - i) For the first thirty (30) consecutive calendar days or less:
 - 1) designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday).
 - ii) For the next sixty (60) consecutive calendar days or less:
 - 1) designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday).
 - 2) Employment Insurance
 - 3) Canada Pension Plan
 - 4) Vacation Leave
 - 5) Superannuation
 - iii) For leave in excess of ninety (90) consecutive calendar days:
 - 1) designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday).
 - 2) Employment Insurance
 - 3) Canada Pension Plan
 - 4) Vacation Leave
 - 5) Superannuation
 - 6) Sick Leave Accumulation
- d) Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice to **their** Supervisor, prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures.

21.10

Union members shall be allowed leave with pay (not subject to reimbursement by the Union) while acting as observers on selection panels.

21.11 An employee who is elected or appointed to a full-time position in any of the bodies to which the Union is affiliated or accepts a paid staff position with the Union may be granted definite or indefinite leave without pay in accordance with Articles 21.1 and 21.6 or 21.7 whichever is applicable. During such leave the application of benefits shall be in accordance with Article 21.9, excepting that an employee shall continue to earn seniority under this Agreement for a period of up to two (2) years.

21.12 Interpersonal Violence Leave

The parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Employees are eligible for five (5) paid days and five (5) unpaid days of leave as per the Saskatchewan Employment Act. Upon written notification to the Employer, an employee may request Sick Leave, Banked Time or Vacation to maintain income while on the unpaid portion of the leave.

ARTICLE 22 DISCIPLINE, SUSPENSION AND DISMISSAL

22.1 The Employer will advise an employee where at all possible two (2) hours in advance of a meeting that is or is likely to lead to discipline, of their right to have Union representation. The notification will include the issue. In all instances the Union shall receive a copy.

22.2 Letter of Reprimand

Reprimands shall be recorded by means of a letter to the employee with a copy to the Union. The employee's written response to the reprimand shall be placed in the employee's **personnel** file.

22.3 Personnel File

An employee shall be allowed to peruse **their** own personnel file upon request to the Employer. Any response in respect to its contents shall become part of the file. **Union representatives, with written permission from the employee, may also review/copy the personnel file.**

22.4 Suspension

Suspension without pay may be **affected** for just cause. The employee and the Union must be given notice of the suspension and the reasons for it, in writing. A copy of the suspension notice shall be placed in the employee's **personnel** file.

22.5 Removal of Disciplinary Documents

Disciplinary documents and/or any documents in accordance to Article 22.2 placed on an employee's personnel file shall be removed after two (2) years, provided there has been no record of further discipline of equal or greater severity. The Agency may consider an employee's request to have disciplinary documents removed from the personnel file after one (1) year.

22.6 Involuntary Demotion

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

22.7 Notice of Termination of Employment

22.7.1 Except in the case of dismissal for misconduct, thirty (30) calendar days notice, in writing, shall be given to all permanent employees whose services are to be terminated, in the class in which **they** hold permanent status, provided that, if such notice is not given, a sum equal to one (1) month's salary shall be paid to such employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave.

22.8 Burden of Proof

In cases of reprimands, suspension and dismissals, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the suspension or dismissal notice. The record of an employee shall not be used for disciplinary reasons after thirty (30) months of satisfactory service.

ARTICLE 23 GRIEVANCES

23.1 In the event of any disagreement between the parties the parties have agreed to the following procedure and to provide full disclosure at each step of the procedure of all information available regarding the grievance:

23.2 Time Limits

23.2.1 A grievance shall be deemed to have been initiated on the date a written statement of grievance has been received by the Employer.

23.2.2 A grievance to be accepted must be initiated within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction **or fourteen (14) days from the formal pre-grievance meeting in accordance with Article 23.3.1 & Article 23.3.2.**

Notwithstanding, the thirty (30) calendar day time limit shall not apply to those items included in the Agreement where the Employer has allegedly failed to apply a specific benefit, i.e. vacation leave, sick leave, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction occurred. The effective date of any necessary retroactive pay shall be the date on which the infraction first occurred.

23.2.3 **Failure to Act Within Time Limits**

The time limits set out in grievance procedures may be extended by mutual agreement between the parties.

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural orderliness (technicality). Time limits, however are to be adhered to and should either party fail to do so the onus is on that party to show a justifiable reason for their failure.

23.2.4 The time limits set out in Article 23.3 may be extended by mutual agreement between the parties.

23.3 **Procedure**

23.3.1 **Pre-Grievance Meeting: Within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction, the Union on behalf of or with the employee, shall attempt to formally meet with the immediate out-of-scope Supervisor, to discuss the alleged infraction with the intent to resolve the dispute prior to filing a grievance.**

23.3.2 **Step 1: If a settlement cannot be achieved through the formal pre-grievance meeting, a grievance may be submitted within fourteen (14) days from the formal pre-grievance meeting unless the time limits have been extended by mutual agreement. If a formal pre-grievance meeting cannot be held, the grievance time limits within Article 23.2 are to be followed.**

The grievance shall be submitted in writing by the Union on behalf of the aggrieved to the immediate out-of-scope Supervisor, who shall render a

decision in writing within **fourteen (14)** calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Employer and to the Union.

- 23.3.3 Step 2: If a satisfactory settlement cannot be effected at Step 1, the Union must submit, within fourteen (14) calendar days of receipt of reply at Step 1, the grievance to the CEO or designate, who will render a decision, in writing, within fourteen (14) calendar days of receipt of the grievance at Step 2 **except where either Party request a meeting, then the CEO or designate will render their decision in writing within fourteen (14) days from the date of the meeting.**

If the grievance is advanced to Step 2, either Party may request a meeting between the parties, which will be scheduled within thirty (30) calendar days from the date of the request.

- 23.3.4 Step 3: If a satisfactory settlement cannot be effected at Step 2 the Union may, within thirty (30) calendar days of receipt of the decision at Step 2 apply for Arbitration.

- 23.3.5 Prior to advancing to arbitration, the parties may agree to access alternative dispute resolution process as contained in Appendix G.

- 23.4 The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure.

23.5 **Leave and Expenses for Grievances**

- 23.5.1 As a general policy, the parties agree that attendance in connection with processing of grievances shall be at such times as operational requirements permit.

- 23.5.2 The Agency shall allow leave without loss of pay for up to two (2) elected Union representatives for the purposes of attending a meeting under Article 23.4, and agrees to pay necessary and reasonable travel, sustenance and accommodation expenses of such representative(s) when attending a meeting convened by the Agency outside their headquarters. Such expenses shall not be paid for any meeting convened at the request of the Union.

- 23.5.3 For meetings connected with a grievance under Article 23.3.1, leave and expenses shall be granted as follows:

- a) Step 1 - leave without loss of pay to one (1) grievor and one (1) local elected Union representative.

- b) Step 2 - leave without loss of pay to one (1) grievor and one (1) elected Union representative; expenses as in Article 23.5 above, when any such participant attends a meeting convened by Management away from headquarters.
- c) Arbitration hearings - leave without loss of pay to one (1) grievor.

23.5.4 In the event an employee is called as a witness before the Arbitrator convened under Article 24, the Agency shall grant leave, expenses shall be applicable as follows:

- a) If called by the Agency, leave without loss of pay, and expenses paid by the Agency.
- b) If called by the Union, leave with pay in accordance with the provisions of Article 21.9.1 and expenses paid by the Union.
- c) If called by the Arbitrator, the parties shall share equally the cost of leave without loss of pay and expenses.

23.6 **Union Representatives**

23.6.1 It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

ARTICLE 24 ARBITRATION

24.1 **Establishment and Composition of an Arbitration Board**

24.1.1 The Arbitration Board shall consist of one (1) person as provided in this Article.

24.1.2 Application to set up an Arbitration Board shall be made to the CEO or designate.

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

The parties shall, within twenty (20) working days notify the designated Arbitrator that **they have** been selected by both parties to act as the Arbitrator.

24.2 Procedure of an Arbitration Board

24.2.1 The Arbitrator shall fix a time and place of sittings and notify the parties. The Board shall meet not later than seven (7) calendar days after it has been constituted, unless by consent of both parties the date is changed.

24.2.2 The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

24.2.3 In the event that an employee is called as a witness before an Arbitration Board convened under Article 24, the Employer shall grant leave and expenses which shall be applicable as follows:

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer;
- b) If called by the Union, leave without pay and expenses paid by the Union; except as outlined in Article 23;
- c) If called by the Board, the parties shall share equally the costs of leave without loss of pay and expenses.

24.2.4 The fees and expenses of the Arbitrator and any other common expenses, shall be shared equally by both parties.

24.2.5 The Arbitrator shall render a decision within fifteen (15) days of the end of the hearings.

24.3 Decision of an Arbitration Board

24.3.1 The decision of the Arbitrator shall be final, binding and enforceable on all parties.

24.3.2 The Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

24.3.3 Subject to Article 24.3.2 above, an Arbitration Board shall have the power to dispose of any grievance involving dismissal or disciplinary action in the following manner:

- a) By denying the grievance in total.
- b) By allowing the grievance in total.

- c) By directing a compromise settlement which it deems just and equitable.

ARTICLE 25 SAFETY AND HEALTH

25.1.1 The Agency and its employees share an interest in making reasonable provisions for the safety and health of employees during their hours of work. The parties recognize the importance of establishing and maintaining Occupational Health and Safety Committees to enhance the ability of employees and Management to resolve health and safety concerns.

25.1.2 As a matter of principle, both the Union and Management jointly recognize and accept their responsibilities to maintain a safe working environment. It is agreed that the Union may from time to time bring to the attention of the Agency suggestions in this regard and that such matters shall be subject to discussion between the parties.

25.1.3 Referral of Safety Concern

An employee or a group of employees who have a health or safety concern shall bring it to the attention first to the manager and if not resolved then to the Occupational Health and Safety Committee.

25.1.4 Committee

The committee will consist of representation from the Union and the Employer, with at least half of the members represented from the Union. The names of the committee members shall be posted.

25.1.5 Duties of the Committee

The Occupational Health and Safety Committees shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions without loss of pay. **Minutes of all committee meetings shall be posted and be readily available for an inspection by an Occupational Health Officer in accordance to *The Saskatchewan Employment Act*.**

25.1.6 Safety Measures

Employees shall be supplied and required to use, after being trained in, all necessary tools, safety equipment and protective clothing as required by Safety Regulations and/or of all established procedures.

25.1.7 Right to Refuse Dangerous Work

Employees may refuse to do any particular act or series of acts, where they have reasonable grounds for believing it could be unusually dangerous to their health and safety or that of their co-workers, until steps have been taken to satisfy them otherwise or until the Occupational Health and Safety Committee or an Occupational Health and Safety Officer has established the matter. The worker may not be discriminated against by reason of the fact that the worker has exercised this right. An Employer may, however, temporarily assign the employee alternate work, at no loss in pay, until the matter has been resolved.

25.1.8 No Disciplinary Action

No employee shall be required to work on any job or operate any equipment which, in the opinion of the employee or the Occupational Health and Safety Committee is unsafe until the Committee has investigated the matter or situation. No disciplinary action shall be taken against an employee under these conditions.

25.2 The Employer will comply with the provisions of the Occupational Health and Safety Act and Regulations.

25.3 Adequate first aid supplies shall be provided at all Employer offices. All Occupational Health and Safety members will be responsible for maintaining supplies.

25.2 Survival Kits

The Employer will supply survival kits acceptable to the Saskatchewan Safety Council for use in all vehicles for out-of-city/town work assignments. Care and maintenance, including cost, shall be the responsibility of the employee.

ARTICLE 26 COPIES OF THE AGREEMENT

26.1 The Employer and the Union shall share fifty (50) percent of the printing and production costs of sufficient copies of Agreement at a mutually agreed upon union print shop at the lowest tendered price. Design and format to be mutually agreed upon by the parties.

ARTICLE 27 DURATION OF AGREEMENT

27.1 This Agreement shall be binding and remain in effect from January 1st, **2022** to December 31st, **2023** and shall continue from year to year thereafter unless either party gives to the other party notice in writing to

negotiate amendments at least thirty (30) days prior to the anniversary date.

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

APPENDIX “A”- Pay Schedules

Legacy Positions/Employees

Business Analyst (Pay Group 9)
Policy and Process Analyst (Pay Group 9)
Programmer Analyst (Pay Group 8)
System Administrator (Pay Group 7)
Property Control Officer (Pay Group 5)
Payroll Clerk (Pay Group 5)
Accounts Payable Clerk (Pay Group 4)

Legacy Positions – Green Circled Employees

Employees appointed into the legacy positions listed above effective June 27, 2023 shall be green circled until such time that the employee terminates, retires, is appointed to a new position or their current position is reconsidered and results in their position moved to a Pay Band equivalent or exceeding their current rate of pay. Green circled within this Appendix means that these employees shall receive the negotiated increase. Green circled employees are entitled to all other entitlements within the CBA. Once a green circle employee vacates the legacy position the position shall be posted and compensated within the assigned Pay Group.

APPENDIX “A” - Pay Schedules

Negotiated Economic Increases

January 1, 2022

Paybands 1 through 5 receive 25 cent increase on base hourly rate then 1.5% increase to that hourly rate – retroactive to active employees as of date of ratification.

Payband 6 receive 09 cent increase on base hourly rate then 1.5% increase applied to that hourly rate – retroactive to active employees as of date of ratification.

Payband 7 through 10 receive 1.5% increase to wages - retroactive to active employees as of date of ratification.

January 1, 2023

4% applied to all wages – retroactive to all active employees as of date of ratification.

Additional Contract Negotiation Compensation:

Signing Bonus up to \$1,250 to all active employees as of date of ratification as follows:

- **Permanent employees shall receive the full signing bonus;**
- **Non-permanent employees with a minimum of 12 months consecutive service shall receive the full signing bonus;**
- **All other employees shall receive a pro-rated signing bonus based on their past 12 months service.**

APPENDIX A - RE: CLASSIFICATION PLAN PAY RATES

APPENDIX A						
Classification Pay Bands and Positions						
Pay Band	Position	Point Range	Total Points	Office/Field	Salary Steps	Probationary Period
10	Assessment Coordinator	471 - 570	543	Field	1-6	12 months
	Senior Developer		507	Office	1-6	12 months
9	Senior Market Commercial Appraiser	416 - 470	466	Field	1-6	12 months
	Senior Industrial Appraiser		466	Field	1-6	12 months
	Appraisal Agrologist 2		449	Field	1-6	12 months
	Systems and Database Administrator		445	Office	1-6	12 months
	Business Analyst		432	Office	1-6	12 months
	Research Officer 3		426	Office	1-6	12 months
	Policy and Process Analyst		422	Office	1-6	12 months
8	Appraisal Agrologist 1	341 - 415	374	Field	1-6	12 months
	Assessment Appraiser		374	Field	1-6	12 months
	Developer		370	Office	1-6	12 months
	GIS Specialist		370	Office	1-6	12 months
	Research Officer 2		365	Office	1-6	12 months
7	Appraisal Agrologist Trainee	301 - 340	312	Field	1-3	12 months
	System Administrator		308	Office	1-6	12 months
6	Associate Appraiser	251 - 300	275	Field	1-6	12 months
	Developer Trainee		271	Office	1-4	12 months
	Supervisor, Roll Confirmations		267	Office	1-6	6 months
	Web Administrator		258	Office	1-6	12 months
5	Associate Appraiser Trainee	206 - 250	233	Field	1-6	12 months
	Property Control Officer		229	Office	1-6	12 months
	Desktop Support Technician		222	Office	1-6	12 months
	Payroll Clerk		216	Office	1-6	6 months
	Roll Examiner		214	Office	1-6	6 months
	Managing Director's Assistant - TS&P		212	Office	1-6	6 months
4	Assessment Assistant	176 - 205	193	Field	1-6	12 months
	Accounts Payable Clerk		187	Office	1-6	6 months
	Regional Administrative Assistant		187	Office	1-6	6 months
	Administrative Assistant - Reval		180	Office	1-6	6 months
3	Administrative Assistant 2 - QAD	151 - 175	159	Office	1-6	6 months
	Administrative Assistant 2 - TS&P		159	Office	1-6	6 months
	Administrative Assistant 2 - Reception		159	Office	1-6	6 months
2	<i>no positions</i>	127 - 150	0		1-6	6 months
1	Administrative Assistant 1 - Data Entry	110 - 126	122	Office	1-6	6 months

APPENDIX A
Classification Plan Pay Rates
Effective January 3, 2022

Pay Band 10						
Point Range - 471 to 570	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	3,151	3,279	3,411	3,546	3,688	3,836
Biweekly - Office	3,039	3,163	3,289	3,420	3,557	3,700
Pay Band 9						
Point Range - 416 to 470	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	2,806	2,918	3,033	3,156	3,282	3,413
Biweekly - Office	2,706	2,814	2,925	3,044	3,166	3,292
Pay Band 8						
Point Range - 341 to 415	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	2,537	2,638	2,744	2,853	2,966	3,086
Biweekly - Office	2,447	2,544	2,646	2,752	2,860	2,976
Pay Band 7						
Point Range - 301 to 340	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	2,271	2,361	2,457	2,555	2,657	2,764
Biweekly - Office	2,191	2,277	2,370	2,464	2,563	2,666
Pay Band 6						
Point Range - 251 to 300	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	2,081	2,165	2,251	2,339	2,433	2,530
Biweekly - Office	2,006	2,087	2,170	2,255	2,346	2,439
Pay Band 5						
Point Range - 206 to 250	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,902	1,978	2,055	2,136	2,221	2,308
Biweekly - Office	1,834	1,907	1,981	2,059	2,141	2,225
Pay Band 4						
Point Range - 176 to 205	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,700	1,766	1,836	1,909	1,985	2,062
Biweekly - Office	1,639	1,703	1,770	1,840	1,914	1,988
Pay Band 3						
Point Range - 151 to 175	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,533	1,593	1,659	1,723	1,790	1,861
Biweekly - Office	1,478	1,536	1,599	1,661	1,726	1,794
Pay Band 2						
Point Range - 127 to 150	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,505	1,566	1,629	1,694	1,761	1,832
Biweekly - Office	1,451	1,510	1,570	1,633	1,698	1,766
Pay Band 1						
Point Range - 110 to 126	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,477	1,536	1,598	1,662	1,728	1,798
Biweekly - Office	1,424	1,481	1,541	1,602	1,666	1,733
Legacy Positions						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounts Payable Clerk	1,806	1,864	1,920	1,984	2,046	2,116
Payroll Clerk	1,984	2,048	2,119	2,191	2,260	2,336
Property Control Officer	2,206	2,281	2,362	2,455	2,550	2,659
System Administrator	2,486	2,582	2,684	2,791	2,908	3,034
Software Developer	2,486	2,582	2,684	2,791	2,908	3,034
Business Analyst	2,808	2,903	3,004	3,107	3,213	3,321
Policy and Process Analyst	2,808	2,903	3,004	3,107	3,213	3,321

APPENDIX A
Classification Plan Pay Rates
Effective January 2, 2023

Pay Band 10						
Point Range - 471 to 570	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	3,278	3,411	3,548	3,688	3,836	3,990
Biweekly - Office	3,161	3,290	3,421	3,557	3,700	3,848
Pay Band 9						
Point Range - 416 to 470	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	2,919	3,035	3,155	3,283	3,414	3,550
Biweekly - Office	2,815	2,927	3,042	3,166	3,293	3,424
Pay Band 8						
Point Range - 341 to 415	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	2,639	2,744	2,854	2,968	3,085	3,210
Biweekly - Office	2,545	2,646	2,752	2,863	2,975	3,096
Pay Band 7						
Point Range - 301 to 340	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	2,362	2,456	2,556	2,658	2,764	2,875
Biweekly - Office	2,279	2,369	2,465	2,563	2,666	2,773
Pay Band 6						
Point Range - 251 to 300	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	2,165	2,252	2,342	2,433	2,531	2,632
Biweekly - Office	2,087	2,171	2,257	2,346	2,440	2,537
Pay Band 5						
Point Range - 206 to 250	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,979	2,058	2,138	2,222	2,310	2,401
Biweekly - Office	1,908	1,984	2,061	2,142	2,227	2,314
Pay Band 4						
Point Range - 176 to 205	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,768	1,837	1,910	1,986	2,065	2,145
Biweekly - Office	1,705	1,772	1,841	1,914	1,991	2,068
Pay Band 3						
Point Range - 151 to 175	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,595	1,657	1,726	1,792	1,862	1,936
Biweekly - Office	1,538	1,598	1,663	1,728	1,796	1,866
Pay Band 2						
Point Range - 127 to 150	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,566	1,629	1,695	1,762	1,832	1,906
Biweekly - Office	1,510	1,571	1,633	1,699	1,766	1,837
Pay Band 1						
Point Range - 110 to 126	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Biweekly - Field	1,537	1,598	1,662	1,729	1,798	1,870
Biweekly - Office	1,481	1,541	1,603	1,667	1,733	1,803
Legacy Positions						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Accounts Payable Clerk	1,879	1,939	1,997	2,064	2,128	2,201
Payroll Clerk	2,064	2,130	2,204	2,279	2,351	2,430
Property Control Officer	2,295	2,373	2,457	2,554	2,652	2,766
System Administrator	2,586	2,686	2,792	2,903	3,025	3,156
Software Developer	2,586	2,686	2,792	2,903	3,025	3,156
Business Analyst	2,921	3,020	3,125	3,232	3,342	3,454
Policy and Process Analyst	2,921	3,020	3,125	3,232	3,342	3,454

APPENDIX A
Classification Plan Pay Rates
Effective January 3, 2022
(SAMA Salaries Expressed as Hourly)

Pay Band 10						
Point Range - 471 to 570	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	42.20089	43.91518	45.68304	47.49107	49.39286	51.37500
Hourly - Office	42.20833	43.93056	45.68056	47.50000	49.40278	51.38889
Pay Band 9						
Point Range - 416 to 470	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	37.58036	39.08036	40.62054	42.26786	43.95536	45.70982
Hourly - Office	37.58333	39.08333	40.62500	42.27778	43.97222	45.72222
Pay Band 8						
Point Range - 341 to 415	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	33.97768	35.33036	36.75000	38.20982	39.72321	41.33036
Hourly - Office	33.98611	35.33333	36.75000	38.22222	39.72222	41.33333
Pay Band 7						
Point Range - 301 to 340	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	30.41518	31.62054	32.90625	34.22250	35.59140	37.01506
Hourly - Office	30.43056	31.62500	32.91667	34.22222	35.59722	37.02778
Pay Band 6						
Point Range - 251 to 300	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	27.87054	28.99554	30.14732	31.32589	32.58482	33.88393
Hourly - Office	27.86111	28.98611	30.13889	31.31944	32.58333	33.87500
Pay Band 5						
Point Range - 206 to 250	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	25.47321	26.49107	27.52232	28.60714	29.74554	30.91071
Hourly - Office	25.47222	26.48611	27.51389	28.59722	29.73611	30.90278
Pay Band 4						
Point Range - 176 to 205	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	22.76786	23.65179	24.58929	25.56696	26.58482	27.61607
Hourly - Office	22.76389	23.65278	24.58333	25.55556	26.58333	27.61111
Pay Band 3						
Point Range - 151 to 175	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	20.53125	21.33482	22.21875	23.07589	23.97321	24.92411
Hourly - Office	20.52778	21.33333	22.20833	23.06944	23.97222	24.91667
Pay Band 2						
Point Range - 127 to 150	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	20.15625	20.97321	21.81696	22.68750	23.58482	24.53571
Hourly - Office	20.15278	20.97222	21.80556	22.68056	23.58333	24.52778
Pay Band 1						
Point Range - 110 to 126	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	19.78125	20.57143	21.40179	22.25893	23.14286	24.08036
Hourly - Office	19.77778	20.56944	21.40278	22.25000	23.13889	24.06944
Legacy Positions						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounts Payable Clerk	25.08333	25.88889	26.66667	27.55556	28.41667	29.38889
Payroll Clerk	27.55556	28.44444	29.43056	30.43056	31.38889	32.44444
Property Control Officer	30.63889	31.68056	32.80556	34.09722	35.41667	36.93056
System Administrator	34.52778	35.86111	37.27778	38.76389	40.38889	42.13889
Software Developer	34.52778	35.86111	37.27778	38.76389	40.38889	42.13889
Business Analyst	39.00000	40.31944	41.72222	43.15278	44.62500	46.12500
Policy and Process Analyst	39.00000	40.31944	41.72222	43.15278	44.62500	46.12500

APPENDIX A
Classification Plan Pay Rates
Effective January 2, 2023
(SAMA Salaries Expressed as Hourly)

Pay Band 10						
Point Range - 471 to 570	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	43.90179	45.68304	47.51786	49.39286	51.37500	53.43750
Hourly - Office	43.90278	45.69444	47.51389	49.40278	51.38889	53.44444
Pay Band 9						
Point Range - 416 to 470	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	39.09375	40.64732	42.25446	43.96875	45.72321	47.54464
Hourly - Office	39.09722	40.65278	42.25000	43.97222	45.73611	47.55556
Pay Band 8						
Point Range - 341 to 415	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	35.34375	36.75000	38.22321	39.75000	41.31696	42.99107
Hourly - Office	35.34722	36.75000	38.22222	39.76389	41.31944	43.00000
Pay Band 7						
Point Range - 301 to 340	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	31.63393	32.89286	34.23214	35.59821	37.01786	38.50446
Hourly - Office	31.65278	32.90278	34.23611	35.59722	37.02778	38.51389
Pay Band 6						
Point Range - 251 to 300	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	28.99554	30.16071	31.36607	32.58482	33.89732	35.25000
Hourly - Office	28.98611	30.15278	31.34722	32.58333	33.88889	35.23611
Pay Band 5						
Point Range - 206 to 250	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	26.50446	27.56250	28.63393	29.75893	30.93750	32.15625
Hourly - Office	26.50000	27.55556	28.62500	29.75000	30.93056	32.13889
Pay Band 4						
Point Range - 176 to 205	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	23.67857	24.60268	25.58036	26.59821	27.65625	28.72768
Hourly - Office	23.68056	24.61111	25.56944	26.58333	27.65278	28.72222
Pay Band 3						
Point Range - 151 to 175	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	21.36161	22.19196	23.11607	24.00000	24.93750	25.92857
Hourly - Office	21.36111	22.19444	23.09722	24.00000	24.94444	25.91667
Pay Band 2						
Point Range - 127 to 150	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	20.97321	21.81696	22.70089	23.59821	24.53571	25.52679
Hourly - Office	20.97222	21.81944	22.68056	23.59722	24.52778	25.51389
Pay Band 1						
Point Range - 110 to 126	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly - Field	20.58482	21.40179	22.25893	23.15625	24.08036	25.04464
Hourly - Office	20.56944	21.40278	22.26389	23.15278	24.06944	25.04167
Legacy Positions						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounts Payable Clerk	26.09722	26.93056	27.73611	28.66667	29.55556	30.56944
Payroll Clerk	28.66667	29.58333	30.61111	31.65278	32.65278	33.75000
Property Control Officer	31.87500	32.95833	34.12500	35.47222	36.83333	38.41667
System Administrator	35.91667	37.30556	38.77778	40.31944	42.01389	43.83333
Software Developer	35.91667	37.30556	38.77778	40.31944	42.01389	43.83333
Business Analyst	40.56944	41.94444	43.40278	44.88889	46.41667	47.97222
Policy and Process Analyst	40.56944	41.94444	43.40278	44.88889	46.41667	47.97222

APPENDIX B

All amendments to the Agreement and Letters of Understanding shall take effect on the first day of the month following the signing date of the Agreement, unless otherwise stated.

All Articles and necessary cross references will be renumbered and amended as required.

APPENDIX C - RE: Training and Development

The parties agree that the Agency's annual training plan will be referred to the Joint Bargaining Committees for review and recommendations prior to finalization.

The parties further agree that Agency policies regarding education and training will be submitted to the Joint Bargaining Committees annually for review and recommendation.

APPENDIX D - RE: Job-Sharing

The parties agree to adopt the principle of job sharing in accordance with the following provisions:

Definition

Job sharing means two (2) employees in the same classification sharing one (1) permanent full-time position.

Establishment

Upon request by an employee, the Agency may approve the re-assignment of a permanent full-time position to the status of a job-share position. The Employer agrees to inform the union of all job-sharing arrangements approved by the Agency.

Duration and Termination

Job sharing is a permanent arrangement and can only be altered by the following:

- a) If one (1) employee vacates the position, **either by resigning or termination**, the remaining employee will revert to a full-time employee.
- b) Job abolishment of a permanent position which has been designated job-sharing.

Pay Administration

Payment of salary will be made on a **bi-weekly** basis in accordance with guidelines established by the Agency. Pay rates shall be stated on an hourly basis but shall be established in accordance with Article 10.1 of the Agreement.

Statutory Holidays

Payment in the amount of five (5) percent of gross earnings will be payable with each salary cheque in lieu of statutory holidays.

Benefits

All benefits afforded permanent full-time employees of this Collective Agreement will be provided to job-share employees on a pro-rata basis. In addition, employees who job-share shall retain all benefits accumulated prior to commencement of a job-sharing arrangement.

Conditions of Employment

All conditions of employment provided for in the Collective Agreement will apply on a pro-rata basis.

Administration of certain conditions will be as follows:

Increments - where applicable will be earned after one hundred and thirty (130) or two hundred and sixty (260) full working days.

Probation and Service Ratings - same as increments.

Hours of Work

The hours of work will be based on the hours of work in the Collective Agreement of the classification/position shared which could be modified to accommodate the job-sharing arrangement.

The daily hours of work schedule and work cycle will be established by the Agency. In no case shall the hours of work cycle exceed the normal work cycle for the position as established by the pay plan.

APPENDIX E - RE: Employment Security

LETTER OF UNDERSTANDING

1. Letter of Understanding **expiring December 31, 2023.**
2. Annual review of employment security by November 30th of each year.
3. On job abolishment/job loss, the following "Career Assistance Options" to a maximum value of \$7,500.00, calculated on the basis of \$1,500.00 for every two (2) years of service, prorated for partial years:

i) Career Counselling and Job Placement

Career counselling and job placement to a maximum of \$7,500.00 will be provided by any one of a number of companies and can be accessed for one (1) year from the date the employee's position is abolished.

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

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

The Human Resource Branch contact will liase with the selected company to refer to employee, and establish a defined credit account for the employee.

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

ii) Retraining Assistance

Retraining Assistance to a maximum of \$7,500.00 will be provided in the form of payment of tuition fees at any Saskatchewan educational institute.

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

Upon notification by the employee of the educational institution he/she will be attending, the Human Resource Branch contact will advise the educational institute to invoice the corporation for tuition fees incurred by the employee.

iii) Saskatchewan Relocation Assistance

Relocation assistance to a maximum value of \$7,500.00 will be administered in accordance with the provisions of the current relocation policy.

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

Employees may access the relocation assistance over a one (1) year period commencing the date the employee's position is abolished.

iv) Career Adjustment Assistance

Career adjustment assistance to a maximum of \$7,500.00 will be provided on a reimbursement basis for expenses employees incur in pursuing alternative employment opportunities.

Employees may access Career Adjustment Assistance over a one (1) year period commencing the date the employee's position was abolished.

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

v) Enhanced Severance

Enhanced severance to a maximum of one (1) week's pay for each year of service to \$4,500.00, or eight (8) weeks, whichever is the lessor.

4. The employee may access one or more "options" to the maximum value of \$7,500.00 in total.
5. Prior to job abolishment/job loss, canvas employees wishing to access leave of absences, or voluntary resignation and access "Career Assistance Options".

APPENDIX F - RE: Alternative Dispute Resolution Process

Mediation

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

It is agreed that the parties by mutual agreement may engage mediation services to resolve a grievance. The mediator will be agreed to by the Employer and the Union, and the costs associated with the mediation process will be equally shared between the parties.

Selection of a Mediator

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

Grievances Appropriate for Mediation

Grievance seeks individual settlement, ie. Settlement applies to one (1) grievor and would not result in a similar claim by another employee. By mutual agreement between the parties, grievance mediation may be used for other kinds of grievances, eg. Group grievances.

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

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

Role of the Mediator

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

Rules Applicable to Grievance Mediation

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

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

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

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

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

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

Following the Mediation process if no settlement is achieved, the grievance may be advanced to Arbitration.

Grievance Mediation Process

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

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

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

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

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

APPENDIX G - RE: Contracting Out

It is not the intention of the Employer to enter into new contracting out of work arrangements that directly result in the loss of any permanent employee's employment during the term of the Collective Agreement. However if it becomes necessary to contract out, the Employer agrees to use a consultative process, with the Union, on any plans to contract out bargaining unit work.

As part of the consultative process, the Employer will provide the Union with a mechanism to make representation on behalf of the bargaining unit on bargaining unit work to be contracted out. The Employer agrees to appoint a staff member rather than contract out the service, if the Union can demonstrate that by making a staff appointment, the same result can be achieved with the same level of efficiency and cost saving.

APPENDIX H - RE: Special Provision – Bumping Rights

The parties agree that should a regional office be permanently closed, the negotiating committees shall meet and work out the most advantageous bumping order so as to meet the employees' needs.

APPENDIX I - RE: Innovative Work Practices

The parties to this Agreement agree to joint discussion on any detailed proposal from employees that would result in mutual advantage for the Employer and the employees affected.

In all such requests, employees must present the proposal in such a manner so as to illustrate the advantages to the Employer and the employee, including the requirements to meet program objectives including productivity levels, customer service, cost savings and any other related requirements. A copy of all requests/proposals shall be forwarded to the Union.

In accordance with this Appendix, the Agency may consider a pilot project where employees can demonstrate a mutual advantage to the Employer and employee.

Approval of the request as presented in the proposal shall reside with the employer; such an approval will be subject to the feasibility of accommodating the request to operating requirements. Once approved by the employer, such a request must also be approved by SGEU.

Each innovative work practice agreement will be developed into a letter of understanding between the parties.

APPENDIX J - RE: Banked Time

LETTER OF UNDERSTANDING

Employees will be paid at overtime rates of pay for all approved hours of work in excess of their averaging period, except where the Employee requests to work extended hours, for the purpose of banking hours for personal reasons. The parties have agreed to the following conditions:

- a) All Banked Time authorized by Management will be considered as part of hours worked and will be earned at straight time.
- b) Employee(s) may carry a balance of eight (8) hours Banked Time between calendar months.
- c) All authorized Banked Time must be taken prior to the Agency's fiscal year end.
- d) For Job-Share positions where Banked Time is used to balance an employee's timesheet, employees may carry-over up to eight (8) hours of Banked Time into a future fiscal year with management approval.

APPENDIX K - RE: Scope Review

LETTER OF UNDERSTANDING

Within the term of this agreement or other timelines mutually agreed to, the parties agree to enter into a joint process to review the Agency's out of scope positions, as well as those that are contracted out to ensure they meet the expectations of the Saskatchewan Employment Act regarding placement outside the Bargaining Unit.

APPENDIX L

RE: UNION/MANAGEMENT COMMITTEE (UMC)

Letter Of Understanding

The Saskatchewan Government and General Employees' Union and Saskatchewan Assessment Management Agency acknowledges the need for a continuing and improving working relationship. To that end the parties agree to meet as needed or as requested by either party.

The UMC will be composed of the Union Negotiating Committee (NC), SGEU LRO and Employer Representatives. Employees may forward their concerns and issues to the Union NC.

This Letter of Understanding shall remain in effect for the term of this Collective Bargaining Agreement.

APPENDIX M

RE: PEPP Employee Contribution Flexibility

LETTER OF UNDERSTANDING

The Parties recognize the interest of individual employees to be able to manage their compensation including investments to best suit their own personal needs. Employees already have the ability to increase their PEPP employee contributions up to the 18% employer/employee combined contributions annually. It is understood however that there may be interest in reducing the employee PEPP contribution rate by individual employees. In light of that the Parties have agreed to permit employees the ability to elect on an annual basis a reduction of up to 3% from the employee PEPP contribution as set out in Article 20.6 of the Collective Bargaining Agreement.

This Letter of Understanding is subject to the permissibility of legislation and the PEPP Plan itself.

This Letter of Understanding shall remain in effect until a new collective agreement has been ratified.

APPENDIX N

RE: Remote work Policy

LETTER OF UNDERSTANDING

The Employer commits to consult and discuss with the Union the issues as they relate to the Remote Work Policy, particularly where any changes are being contemplated.

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 14th day of September, 2023.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Saskatchewan Assessment
Management Agency

ORIGINAL SIGNED BY:

Tammie Hardy
Union Bargaining Chair

ORIGINAL SIGNED BY:

Brad Aasen
Director of Human Resources

ORIGINAL SIGNED BY:

Nick Wolanski

ORIGINAL SIGNED BY:

Mathew Ratch

ORIGINAL SIGNED BY:

Norma Hewitt-Lendrum

ORIGINAL SIGNED BY:

Murry Messaros

ORIGINAL SIGNED BY:

Bernadette Lusney
LRO, SGEU

ORIGINAL SIGNED BY:

Todd Treslan

ORIGINAL SIGNED BY:

Hannah Gasper
LRO, SGEU

ORIGINAL SIGNED BY:

Betty Rogers
Chief Executive Officer, SAMA