

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY

January 1, 2010-
December 31, 2012

COLLECTIVE AGREEMENT

SGEU

ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 2215
AND THE
SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY

January 1, 2010 –December 31, 2012

Articles of an Agreement made in duplicate this 24th day of March A.D., 2011

BETWEEN

The Saskatchewan Assessment Management Agency, hereinafter referred to as "the Employer"

OF THE FIRST PART

AND

The Saskatchewan Government and General Employees' Union, sole bargaining agent and representative of the employees of the Saskatchewan Assessment Management Agency, as of the date of, and designated by Order of the Labour Relations Board, No. 230-75, hereinafter referred to as "the Union"

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:

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ARTICLE 1 INTERPRETATION

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 "He", "His", "Him", "She", "Hers", or "Her" includes a reference to persons of the opposite gender whenever the facts or context so require.
- 1.1.13 "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.
- 1.1.14 "Pay Plan" means the rates of pay as contained in the appropriate Appendix and the rules governing its operation as contained in Article 10.
- 1.1.15 "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.
- 1.1.16 "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.
- 1.1.17 "Probationary Employee" means an employee who has not completed a probationary period on initial appointment
- 1.1.18 "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.
- 1.1.19 "Pro-rata Basis" means the pro-rating of time worked as a percentage in relation to time worked as a permanent employee.

- 1.1.20 "Provisional Employee" means an employee who was appointed because there was no qualified candidate available who would accept appointment under the conditions specified.
- 1.1.21 "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.
- 1.1.22 "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.
- 1.1.23 "Union" means the Saskatchewan Government and General Employees' Union and its unionized employees.
- 1.1.24 "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.

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

Managing Director of Administration

Managing Director of Finance

Human Resource Officer

Training Coordinator

Human Resources Consultant

Executive Secretary (to CEO)

Managing Director Quality Assurance Division

Managing Director Technical Standards and Policy

Corporate Advisor

Director Liaison and Policy

Director of Technical Standards

Director of Information Services

Manager of Information Services

Assistant Managing Director of Assessment Services

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 monthly 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 will transfer electronically, 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 his 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). 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 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 monthly dues must be given to the Employer by the Union by the 10th day of the month 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 age, race, creed, colour, national origin, place of residence, political or religious affiliation, sex or marital status, 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 a jointly agreed to list of mediators and/or investigators to deal with complaints of harassment.

ARTICLE 6 APPOINTMENTS

6.1 **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.

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.**

6.1.1 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.

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

6.2 **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 except that the CEO or designate may withhold the offer of appointment. In any such case, he shall notify the Union, in writing, providing his reasons for same.

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 ten (10) 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.

The Union observer is not required to attend a Selection/Interview Panel for positions currently within the Administrative Assistant 1 classification unless an internal applicant has applied.

The Union observer may, if he feels 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.

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**

6.7.1 Where a permanent employee has received a provisional appointment and has obtained the required qualifications, he 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, his performance, in the opinion of the CEO or designate, is unsatisfactory, he shall be required to vacate the position and shall be entitled to revert to his former position at his former step in the salary range subject to any increments that he would have received had he remained in that position. The provisions of Article 21.6.2, 21.6.3 and 21.6.4 shall also apply.

6.7.3 The terms and conditions of any provisional appointment shall be the subject of negotiation between the Employer and the Union.

6.8 **Term of Appointment**

Temporary Employee - in accordance with Article 1.1.21 no person shall be employed as a temporary **employee** by the Agency for more than one (1) year. Any second term appointments to the same position requires agreement by the Union before becoming effective.

6.9 **Filling Vacancies by Transfer**

6.9.1 **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.**

ARTICLE 7 UNION MANAGEMENT COMMITTEE

Retired 2001

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 his 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 his promotional opportunities have been unjustly curtailed in view of the fact that the new duties might as readily have been assigned to him. 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 he 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 his pay shall be adjusted to his former salary rate prior to reclassification subject to any increment that he would have received in his 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 his name placed on a re-employment list for a class of positions similar to and with the same salary range as his position before it was downgraded for a period of two (2) years. The employee shall have the right to accept or reject the position offered to him. If he elects to reject the position, he shall be subject to the provisions of Article 10.5.3. If he elects to accept the position offered, he shall be required to complete satisfactorily the probationary period for the position and in the event of failing to do so, he shall be entitled to return to his 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 he has 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 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 A probationary or permanent employee shall be entitled to an increment within his 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, he will be deemed to have earned the increment. An employee may grieve against the withholding of his 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 his pay range to be effective on the first (1st) of the pay period next following.

10.4.2 Annual increment dates shall be established for employees as follows:

- a) if **initial hire date is on or before the 15th** of the month - the first day of that month;
- b) if **initial hire date is after the 15th** the month - the first day of the next month following;

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 his 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, he 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 he becomes entitled to the increment shall be his 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 him.
- 10.4.6 Where there are two (2) training rates for a class the employee shall have his 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 his 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, his 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 he has met the minimum requirements for appointment to the regular range.

10.4.8 **Increments, Accelerated Movement**

Probationary or permanent employees in the following classifications of:

Associate Appraiser, Administrative Assistant and Accounting Clerk 1-3

shall be entitled to increments within his 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, he will be deemed to have earned the increment. An employee may grieve against the withholding of his 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 eight (8) percent above his current salary and not more than the maximum of the new range. If the addition of eight (8) 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 his 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 his hourly rate on demotion and who promotes within two (2) years thereafter shall again retain his hourly rate (i.e. that in effect at date of promotion) and increment date. He 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 he 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 Position Duties and Temporary Promotion**

10.6.1 Temporary performance of higher position 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.

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 Position 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 **Hourly Rate**

- 5 day - 37 1/3 hour = $\frac{\text{Monthly Rate}}{(5/5/4 \text{ work cycle})}$ 161.776
- 5 day - 36 hour = $\frac{\text{Monthly Rate}}{(5/4 \text{ work cycle})}$ 156.0

10.8.2 **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 10.8.2 (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 10.8.2.2. Payment will be the employee's rate of pay in effect at the time of payout.
- c) An employee who, after he has left his 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 10.8.2 (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 his 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.

10.8.3 Office employees working modified hours of work.

- a) Overtime will be paid in accordance with Articles 10.8.1 and 10.8.2.
- b) Employees shall receive overtime at one and one-half ($1\frac{1}{2}$) 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.

10.8.4

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 (b) and subject to the provisions of Article 12.3.4.
- b) Notwithstanding Article 10.8.4 (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 10.8.4.1. 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 his 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 his regular pay for each hour in excess of normal hours which he works.
 - iii. When a designated holiday falls on an employee's assigned day of rest and he is required to work on such holiday, he shall be paid in addition to his 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 (5) 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 his 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.

10.8.5

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.

10.8.6 **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 monthly in a confidential manner with payment made on the last working day of the month. All employees shall have their pay cheques directly deposited into a financial institute of their choice. Cheques or cheque stubs shall be delivered in a sealed envelope to ensure confidentiality.

- a) Notwithstanding Article 10.9.1, employees may request on February 1st, or on commencement of employment, a mid month advance of up to one-half (½) of their normal net monthly pay. Once selection is made, the employee must stay with this selection for at least one (1) year.

10.9.2 Every employee shall receive a statement 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 his 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 the executive Government of Saskatchewan, Crown Corporations, and 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 \$35.00 per night will be paid for alternate accommodation when employees are not staying in hotels/motels while on Employer business.

10.11.3 **Meals**

| | North of 54 th Parallel | In Province | Out of Province |
|----------------|---------------------------------------|----------------|-----------------|
| Breakfast | \$ 8.00 | \$11.00 | \$11.00 |
| Dinner | \$15.00 | \$17.00 | \$17.00 |
| Supper | <u>\$18.00</u> | <u>\$23.00</u> | <u>\$23.00</u> |
| Total Per Diem | \$41.00 | \$51.00 | \$51.00 |

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. dinner 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 dinner 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.

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 \$4.00 per day.
- d) Telephone - whenever possible, employees should call collect, charge the call to the Agency telephone number or utilize the Agency's telephone credit card. If not possible, charges for business calls are allowable, name of party called and reason for call.
- e) 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.
- f) 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.
- g) 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

10.11.5

Mileage

- a)
 - i. **Effective January 1, 2011 increase to 40.77 cents per km for employees assigned to work in urban municipalities.**
 - ii. **Effective January 1, 2011 increase to 42.78 cents**

per km for employees assigned to work in rural municipalities and/or north of the 54th parallel;

The urban and rural mileage rates shall be calculated separately.

- iii. Subject to \$8.50 per day minimum,
- iv. Reviews: July 1, and January 1 **in the respective year.**

- b) The mileage review for July 1, shall be the percentage change of the Saskatchewan average of the Private Transportation Index of April over November **in the respective year(s).**
- c) The mileage review for January 1, shall be the percentage change of the Saskatchewan average for the Private Transportation Index of November over April **in the respective year.**

10.11.7 In those instances when it is known in advance that an employee will be temporarily stationed at a point away from his headquarters for a period in excess of thirty (30) calendar days, he 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 he has not been able to secure a permanent accommodation.
- b) For the balance of the time at a monthly rate to 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 his household goods and for the transportation and sustenance en route of himself and his dependents plus sustenance for himself at the rates as set out herein for that number of calendar days not exceeding thirty (30) at the new work location during which he is 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**

- 10.14.1 a) The Employer agrees to provide employees on Maternity Leave with a top up of Employment Insurance Maternity Leave Benefits to eighty (80) percent of regular salary for the first seventeen (17) weeks of Employment Insurance Maternity Leave Benefits. The seventeen (17) week period will include the two (2) week waiting period.
- b) **The Employer agrees to provide employees on Parental/Legal Adoption Leave with a top up of Employment Insurance parental Leave Benefits to eight (80) percent of regular salary up to seventeen (17) weeks. The seventeen (17) week period will include the two (2) week waiting period.**
- 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 his 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 his former position at his former step in the salary range subject to any increments he would have received had he 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 his initial probationary period shall have his initial probationary appointment terminated and commence the usual probationary period in the new position and, upon failure, his 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, he shall revert back to the last position in which he has 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 his former class at his former step in the salary range, subject to any increments that he would have received had he 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 his former class.

11.3.2 An employee who transfers voluntarily during his 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 his probationary period shall complete the probationary period for the new position less service in the original position. If the employee fails he shall revert back to the last position in which he 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 he 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) he 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) he shall revert back to his 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 he 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

12.1.1 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 - 8:30 a.m. to 5:00 p.m. with a one (1) hour and eighteen (18) minutes 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 (½) 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 his 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 his 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)

12.3.1

- 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 (½) 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 his 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 his 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. 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.

12.3.4 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 Trade Union 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.

13.3 **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.

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 his 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 his 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 his name placed on the re-employment list for his 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 his 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 his own class 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.

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

- b) Optional

- i. to bump in his 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 his 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 his own or different locality. The order of bumping shall be in accordance with Article 14.3.5 (a).

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 his former position at his former step in the pay range, subject to any increments that he would have earned. If the former position is abolished he shall be allowed to exercise his 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 he has been appointed to the permanent staff, at which time his seniority shall be retroactive to the commencement of his 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, he 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 his leave by December 31st, he shall be paid for such in lieu of his 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.

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 (1¼) 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 (1⅔) days for each completed calendar month of service.

16.5 **Five (5) Weeks Vacation**

16.5.1 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-five (25) years of service. Such leave shall be earned at the rate of two and one-twelfth (2 1/12) days for each complete calendar month of service.

16.6 **Sixth Week of Vacation**

16.6.1 Subject to Article 16.16, employees shall be entitled to take six (6) weeks vacation leave with pay provided they complete twenty-five (25) or more years of service in that benefit year. Such leave shall be earned at the rate of two and one-half (2½) days for each complete calendar month of service.

16.7 **Vacation Pay for Partial Months of Service**

16.7.1 **Partial Months of Service:**

16.7.2 Where in any calendar month of employment an employee does not receive the full monthly salary for the position he occupies for any of the following reasons:

- a) On commencement of employment he began work on a day other than the first day of the month on which employees under this Agreement work;
- b) On termination of employment he ceases work at the close of business on a day other than the last day of the month on which employees under this Agreement work;
- c) He commences a leave of absence without pay of greater than thirty (30) calendar days on a day other than the first day of the month on which employees under this Agreement work;
- d) He returned to work from a leave of absence of greater than thirty (30) calendar days on a day other than the first day of the month on which employees under this Agreement work;

16.7.3 He shall receive together with his regular pay for that part month, vacation pay thereon at the following rates:

- a) Six (6) percent if he earns vacation leave at one and one-quarter (1¼) days per month.
- b) Eight (8) percent if he earns vacation leave at one and two-thirds (1⅔) days per month.

- c) Ten (10) percent if he earns vacation leave at two and one-twelfth (2 1/12) days per month.
- d) Twelve (12) percent if he earns vacation leave at two and one-half (2½) days per month.

16.7.4 An employee shall not earn vacation leave with pay during any period for which he receives vacation pay under this section.

16.8 **Supplementary Earnings**

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

16.9 **Pay in Lieu**

16.9.1 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 his termination date.

16.10 **Consent of Granting Authorities**

16.10.1 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.

16.11 **Salary in Advance**

16.11.1 In accordance with Article 10.9.3.

16.12 **On Retirement**

16.12.1 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 be entitled in the benefit year of retirement to three (3), four (4), five (5) or six (6) weeks' vacation leave or pay in lieu thereof.

16.13 **Rotated**

16.13.1 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.

16.14 **Carry-Over**

16.14.1 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.

16.14.2 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.

16.15 **Restriction of**

16.15.1 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, he shall be reimbursed to the extent of his 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.

16.16 **Exceeding the Allowance**

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

16.17 **Holiday During Leave**

16.17.1 When any holiday is designated in Article 17 falls within an employee's annual vacation, he 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 (**July 30th 2010; July 4th 2011; June 29th 2012**).

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 AND 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 him 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 his future credits to a maximum of thirty (30) days. In the event that he separates, dies or retires, 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 (½) 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 (½) 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.
- 18.5 **Sickness to be Reported**
- 18.5.1 An employee absent from duty on account of sickness or other pressing necessity must inform his immediate Supervisor before the hour he is 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 his immediate Supervisor of any absence not less than one (1) hour prior to the time at which he is 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 his immediate Supervisor of his 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 he was scheduled to report for duty and the time he reported sick.
- 18.5.3 The Agency reserves the right at any time to call for an examination by a physician selected by the Agency.
- 18.5.4 When Management requires an employee to produce a medical certificate, the Agency will pay for it.
- 18.5.5 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.
- 18.5.6 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.

18.5.7 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 he is separated shall be calculated on the basis of one and one-quarter (1¼) 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 him shall have deducted from any monies owing him 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.

ARTICLE 19 WORKERS' COMPENSATION

19.1 When a permanent or probationary employee is injured in the performance of his 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 his 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 his 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 his 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 he returns to work. While an employee is being paid on the basis of Article 19.1, he 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, 2007, the Employer agrees to put into a trust fund one point seven five (1.75) percent of in-scope straight time payroll. The Plan shall be governed by a Board of Trustees 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 Union 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 contribution to PEPP at one point seven five (1.75) percent of their straight time payroll. **Effective January 1st, 2011 the employee and employer matched contribution shall be increased to two (2) per cent.**

20.6.3 All other members shall have their and the employer's contribution to PEPP at six point seven five (6.75) percent of their straight time payroll. **Effective January 1st, 2011 the employee and employer matched contribution shall be increased to seven (7) per cent.**

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, 21.4 and 21.5

21.1 **Definite Leave**

Providing satisfactory arrangements can be made for the performance of his/her 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 **twenty (20) 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 twenty (20) 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 her 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 her intention to return to employment.**
- 21.3 **Parental/Adoption Leave**
- 21.3.1 An employee who has completed **twenty (20) 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**.

21.5 **Definite Leave on Involuntary Transfer**

21.5.1 If a permanent employee is being involuntarily transferred and he does 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.

21.5.2 Article 21.6 shall not have application and the Agency may fill the vacated position on a basis other than a temporary appointment, and

21.5.3 If the employee has not been successful in obtaining alternate employment with the Agency by the expiry date of his leave, he shall be deemed to have resigned on the final day thereof.

21.6 **Reinstatement**

21.6.1 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 he was employed prior to going on leave.

21.6.2 If the position of a permanent employee was abolished during his absence he shall be subject to the lay-off provision applicable had he been occupying the position at the time of its abolition.

21.6.3 If an employee's position was reclassified upward during his absence, he shall be subject to the provisions applicable had he been occupying the position at the time of its reclassification.

21.6.4 If the position was reclassified laterally or downward during his absence, he 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 he has minimum qualifications.

21.7 **Indefinite Leave**

21.7.1 A permanent employee may be granted indefinite leave of absence without pay by the CEO or designate.

21.7.2 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.

21.7.3 A permanent employee granted indefinite leave of absence without pay shall, upon the conclusion of the leave, have his name placed on the Agency re-employment list.

21.8 **Prolonged Illness**

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

- i) **Employees suffering from prolonged illness, shall, upon request, be placed on a leave of absence.**
- ii) **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.**
- iii) **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.**

21.9 **Application of Benefits**

21.9.1 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).

21.9.2 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.

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

21.10 **Leave for Union Business**

21.10.1 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.

21.10.2

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 his Supervisor, prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures.

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

21.12 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.

ARTICLE 22 DISCIPLINE, SUSPENSION AND DISMISSAL

22.1 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 file.

22.2 An employee shall be allowed to peruse his own personnel file upon request to the Employer. Any response in respect to its contents shall become part of the file.

22.3 Suspension without pay may be effected 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 file.

22.4 Notice of Termination of Employment

22.4.1 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 he holds 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.

22.5 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:

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. 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 In the event the initiator of the grievance fails to follow the time limits and procedure established in this Article, the grievance shall be deemed to be abandoned. Where the recipient of a grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step.

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 Step 1: The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the immediate out-of-scope Supervisor, who shall render a decision in writing within seven (7) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Employer and to the Executive Director of Operations of the Union.

23.3.2 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.

23.3.3 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.

23.3.4 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 in the rotation that he has 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 of the Occupational Health and Safety Committee who will investigate and take remedial action.

25.1.4 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.

25.1.5 **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.

25.1.6 **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.

25.1.7 **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.

25.4 **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, 2010 to December 31st, 2012 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.

IN WITNESS WHEREOF, the parties signatory hereto have caused these presents to be executed on the 24th day of March A.D., 2011

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSESSMENT
MANAGEMENT AGENCY

SIGNED ON BEHALF OF THE
SASKATCHEWAN GOVERNMENT
AND GENERAL EMPLOYEES' UNION:

Irwin Blank

Jackie Currah

George Dobni

Heather Gaber

Betty Rogers

Jeff Sedor

Todd Treslan

Hannah Gasper, AAA, SGEU

Murry Messaros

Date

Date

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY
APPENDIX A
CLASSIFICATION PLAN PAY RATES
EFFECTIVE JANUARY 1, 2010
PAY SCHEDULE 1
Active

| CLASS | MOD | TITLE | PROB PERIOD | HOURLY RATES | | | | | | HOURS OF WORK | MONTHLY RATES | | | | | |
|---|-----|------------------------------------|-------------|--------------|-------|-------|-------|-------|-------|---------------|---------------|------|------|------|------|------|
| Administrative Assistant | | | | | | | | | | | | | | | | |
| 103011 | | Administrative Assistant 1 | 6 | 17.01 | 17.37 | 17.82 | 18.26 | 18.76 | 19.19 | Off 36 | 2654 | 2710 | 2780 | 2849 | 2927 | 2993 |
| | 1 | -Training Rate - 6 mo inc | | 16.24 | 16.44 | 16.62 | | | | Off 36 | 2534 | 2565 | 2592 | | | |
| 103012 | | Administrative Assistant 2 | 6 | 17.68 | 18.05 | 18.52 | 18.99 | 19.50 | 19.94 | Off 36 | 2758 | 2816 | 2889 | 2963 | 3042 | 3110 |
| | 1 | -Training Rate - 6 mo inc | | 16.89 | 17.09 | 17.28 | | | | Off 36 | 2635 | 2666 | 2696 | | | |
| 101013 | | Administrative Assistant 3 | 6 | 19.72 | 20.27 | 20.87 | 21.56 | 22.24 | 22.96 | Off 36 | 3077 | 3162 | 3256 | 3363 | 3469 | 3582 |
| 101014 | | Administrative Assistant 4 | 6 | 21.28 | 21.92 | 22.64 | 23.40 | 24.19 | 25.06 | Off 36 | 3320 | 3419 | 3532 | 3650 | 3773 | 3909 |
| Accounting and Statistical | | | | | | | | | | | | | | | | |
| 105012 | | Accounting Clerk 2 | 6 | 20.61 | 21.29 | 21.93 | 22.65 | 23.38 | 24.19 | Off 36 | 3215 | 3321 | 3421 | 3534 | 3648 | 3773 |
| 107014 | | Financial Analyst 1 | 12 | 28.22 | 29.42 | 30.57 | 31.75 | 33.04 | 34.34 | Off 36 | 4403 | 4589 | 4769 | 4953 | 5154 | 5357 |
| | 1 | -Training Rate | | 22.97 | 24.72 | 26.47 | | | | Off 36 | 3584 | 3856 | 4130 | | | |
| 107015 | | Financial Analyst 2 | 12 | 31.14 | 32.39 | 33.69 | 35.04 | 36.44 | 37.97 | Off 36 | 4858 | 5053 | 5256 | 5466 | 5685 | 5923 |
| Information Technology | | | | | | | | | | | | | | | | |
| 106090 | | Desktop Support Technician 1 | 12 | 22.37 | 23.16 | 23.97 | 24.75 | 25.64 | 26.54 | Off 36 | 3490 | 3613 | 3740 | 3861 | 4000 | 4141 |
| 106102 | | Programmer Analyst 2 | 12 | 28.69 | 29.76 | 30.96 | 32.20 | 33.58 | 35.02 | Off 36 | 4476 | 4643 | 4830 | 5023 | 5238 | 5463 |
| | 1 | -Training Rate - 6 mo inc | | 23.81 | 24.62 | 25.48 | 26.36 | | | Off 36 | 3714 | 3841 | 3975 | 4112 | | |
| 106201 | | Application Support Analyst 1 | 12 | 29.76 | 31.07 | 32.40 | 33.79 | 35.24 | 36.75 | Off 36 | 4643 | 4847 | 5054 | 5271 | 5497 | 5733 |
| 106202 | | Application Support Analyst 2 | 12 | 33.79 | 35.24 | 36.75 | 38.33 | 39.97 | 41.69 | Off 36 | 5271 | 5497 | 5733 | 5980 | 6235 | 6503 |
| 106300 | | System Administrator 1 | 12 | 28.69 | 29.76 | 30.96 | 32.20 | 33.58 | 35.02 | Off 36 | 4476 | 4643 | 4830 | 5023 | 5238 | 5463 |
| | 1 | -Training Rate - 6 mo inc | | 23.81 | 24.62 | 25.48 | 26.36 | | | Off 36 | 3714 | 3841 | 3975 | 4112 | | |
| 106400 | | Database Administrator 1 | 12 | 29.76 | 31.07 | 32.40 | 33.79 | 35.24 | 36.75 | Off 36 | 4643 | 4847 | 5054 | 5271 | 5497 | 5733 |
| 106301 | | Business Analyst | 12 | 32.40 | 33.51 | 34.65 | 35.84 | 37.06 | 38.33 | Off 36 | 5054 | 5227 | 5406 | 5591 | 5781 | 5980 |
| Purchasing | | | | | | | | | | | | | | | | |
| 110020 | | Property Control Officer | 12 | 25.22 | 26.12 | 27.03 | 28.10 | 29.21 | 30.45 | Off 36 | 3935 | 4074 | 4217 | 4383 | 4557 | 4750 |
| Research | | | | | | | | | | | | | | | | |
| 111012 | | a) Research Officer 2 | 12 | 27.03 | 28.10 | 29.21 | 30.42 | 31.71 | 33.03 | Off 36 | 4217 | 4383 | 4557 | 4745 | 4947 | 5153 |
| | | b) w/UBC or CAE or AACI | | 28.10 | 29.21 | 30.42 | 31.71 | 33.03 | 34.39 | b) | 4383 | 4557 | 4745 | 4947 | 5153 | 5365 |
| | | c) w/UBC and CAE or AACI | | | 29.21 | 30.42 | 31.71 | 33.03 | 34.39 | c) | | 4557 | 4745 | 4947 | 5153 | 5365 |
| 111013 | | Research Officer 3 | 12 | 30.42 | 31.71 | 33.03 | 34.34 | 35.76 | 37.19 | Off 36 | 4745 | 4947 | 5153 | 5357 | 5579 | 5801 |
| Information and Public Communication | | | | | | | | | | | | | | | | |
| 108301 | | Communications Consultant | 12 | 25.12 | 26.12 | 27.19 | 28.28 | 29.42 | 30.58 | Off 36 | 3919 | 4075 | 4241 | 4411 | 4589 | 4771 |
| Appraisal Group | | | | | | | | | | | | | | | | |
| Appraisal Agrologist - Subgroup | | | | | | | | | | | | | | | | |
| 302341 | | Agrologist 1 | 12 | 27.22 | 28.37 | 29.48 | 30.62 | 31.86 | 33.11 | Fld 37 1/3 | 4403 | 4589 | 4769 | 4953 | 5154 | 5357 |
| | 1 | -Training Rate | | 22.15 | 23.83 | 25.53 | | | | Fld 37 1/3 | 3584 | 3856 | 4130 | | | |
| 302342 | | Agrologist 2 | 12 | 30.03 | 31.23 | 32.49 | 33.79 | 35.14 | 36.61 | Fld 37 1/3 | 4858 | 5053 | 5256 | 5466 | 5685 | 5923 |
| Municipal Appraiser - Subgroup | | | | | | | | | | | | | | | | |
| 319801 | | Assessment Assistant | 12 | 17.59 | 18.07 | 18.61 | 19.23 | 19.84 | 20.47 | Fld 37 1/3 | 2846 | 2924 | 3010 | 3111 | 3209 | 3311 |
| 319802 | | Associate Appraiser | 12 | 22.12 | 22.91 | 23.79 | 24.65 | 25.60 | 26.59 | Fld 37 1/3 | 3578 | 3706 | 3848 | 3988 | 4142 | 4301 |
| | 1 | -Training Rate - 6 mo inc | | 19.84 | 20.47 | | | | | Fld 37 1/3 | 3209 | 3311 | | | | |
| 319803 | | Assessment Appraiser | 12 | 27.10 | 28.18 | 29.33 | 30.50 | 31.71 | 32.96 | Fld 37 1/3 | 4385 | 4559 | 4745 | 4934 | 5130 | 5332 |
| 319804 | | Senior Market/Commercial Appraiser | 12 | 30.03 | 31.23 | 32.49 | 33.79 | 35.14 | 36.61 | Fld 37 1/3 | 4858 | 5053 | 5256 | 5466 | 5685 | 5923 |
| Assessment Analyst - Subgroup | | | | | | | | | | | | | | | | |
| 319910 | | Policy and Process Analyst | 12 | 31.24 | 32.31 | 33.42 | 34.56 | 35.73 | 36.96 | Off 36 | 5054 | 5227 | 5406 | 5591 | 5781 | 5980 |
| Assessment Coordinator | | | | | | | | | | | | | | | | |
| 320010 | | Assessment Coordinator | 12 | 34.68 | 36.07 | 37.50 | 39.01 | 40.56 | 42.17 | Fld 37 1/3 | 5610 | 5836 | 6067 | 6311 | 6561 | 6822 |

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY
APPENDIX A
CLASSIFICATION PLAN PAY RATES
EFFECTIVE JANUARY 1, 2011
PAY SCHEDULE 1
Active

| CLASS | MOD | TITLE | PROB PERIOD | HOURLY RATES | | | | | HOURS OF WORK | MONTHLY RATES | | | | | | |
|---|-----|---------------------------------|-------------|--------------|-------|-------|-------|-------|---------------|---------------|-------|------|------|------|------|------|
| Administrative Assistant | | | | | | | | | | | | | | | | |
| 103011 | | Administrative Assistant 1 | 6 | 17.35 | 17.72 | 18.18 | 18.63 | 19.14 | 19.57 | Off 36 | 2707 | 2764 | 2836 | 2906 | 2986 | 3053 |
| | 1 | -Training Rate - 6 mo inc | | 16.57 | 16.77 | 16.95 | | | | Off 36 | 2585 | 2616 | 2644 | | | |
| 103012 | | Administrative Assistant 2 | 6 | 18.03 | 18.41 | 18.89 | 19.37 | 19.89 | 20.33 | Off 36 | 2813 | 2872 | 2947 | 3022 | 3103 | 3172 |
| | 1 | -Training Rate - 6 mo inc | | 17.23 | 17.43 | 17.63 | | | | Off 36 | 2688 | 2719 | 2750 | | | |
| 101013 | | Administrative Assistant 3 | 6 | 20.12 | 20.67 | 21.29 | 21.99 | 22.68 | 23.42 | Off 36 | 3139 | 3225 | 3321 | 3430 | 3538 | 3654 |
| 101014 | | Administrative Assistant 4 | 6 | 21.71 | 22.35 | 23.10 | 23.87 | 24.67 | 25.56 | Off 36 | 3386 | 3487 | 3603 | 3723 | 3848 | 3987 |
| Accounting and Statistical | | | | | | | | | | | | | | | | |
| 105012 | | Accounting Clerk 2 | 6 | 21.02 | 21.71 | 22.37 | 23.11 | 23.85 | 24.67 | Off 36 | 3279 | 3387 | 3489 | 3605 | 3721 | 3848 |
| 107014 | | Financial Analyst 1 | 12 | 28.79 | 30.01 | 31.18 | 32.38 | 33.70 | 35.03 | Off 36 | 4491 | 4681 | 4864 | 5052 | 5257 | 5464 |
| | 1 | -Training Rate | | 23.44 | 25.21 | 27.01 | | | | Off 36 | 3656 | 3933 | 4213 | | | |
| 107015 | | Financial Analyst 2 | 12 | 31.76 | 33.04 | 34.37 | 35.74 | 37.17 | 38.72 | Off 36 | 4955 | 5154 | 5361 | 5575 | 5799 | 6041 |
| Information Technology | | | | | | | | | | | | | | | | |
| 106090 | | Desktop Support Technician 1 | 12 | 22.82 | 23.62 | 24.46 | 25.24 | 26.15 | 27.08 | Off 36 | 3560 | 3685 | 3815 | 3938 | 4080 | 4224 |
| 106102 | | Programmer Analyst 2 | 12 | 29.27 | 30.36 | 31.58 | 32.84 | 34.25 | 35.72 | Off 36 | 4566 | 4736 | 4927 | 5123 | 5343 | 5572 |
| | 1 | -Training Rate - 6 mo inc | | 24.28 | 25.12 | 25.99 | 26.88 | | | Off 36 | 3788 | 3918 | 4055 | 4194 | | |
| 106201 | | Application Support Analyst 1 | 12 | 30.36 | 31.69 | 33.04 | 34.46 | 35.94 | 37.49 | Off 36 | 4736 | 4944 | 5155 | 5376 | 5607 | 5848 |
| 106202 | | Application Support Analyst 2 | 12 | 34.46 | 35.94 | 37.49 | 39.10 | 40.77 | 42.52 | Off 36 | 5376 | 5607 | 5848 | 6100 | 6360 | 6633 |
| 106300 | | System Administrator 1 | 12 | 29.27 | 30.36 | 31.58 | 32.84 | 34.25 | 35.72 | Off 36 | 4566 | 4736 | 4927 | 5123 | 5343 | 5572 |
| | 1 | -Training Rate - 6 mo inc | | 24.28 | 25.12 | 25.99 | 26.88 | | | Off 36 | 3788 | 3918 | 4055 | 4194 | | |
| 106400 | | Database Administrator 1 | 12 | 30.36 | 31.69 | 33.04 | 34.46 | 35.94 | 37.49 | Off 36 | 4736 | 4944 | 5155 | 5376 | 5607 | 5848 |
| 106301 | | Business Analyst | 12 | 33.04 | 34.18 | 35.35 | 36.56 | 37.80 | 39.10 | Off 36 | 5155 | 5332 | 5514 | 5703 | 5897 | 6100 |
| Purchasing | | | | | | | | | | | | | | | | |
| 110020 | | Property Control Officer | 12 | 25.73 | 26.63 | 27.57 | 28.66 | 29.79 | 31.06 | Off 36 | 4014 | 4155 | 4301 | 4471 | 4648 | 4845 |
| Research | | | | | | | | | | | | | | | | |
| 111012 | | a) Research Officer 2 | 12 | 27.57 | 28.66 | 29.79 | 31.03 | 32.35 | 33.69 | Off 36 a) | 4301 | 4471 | 4648 | 4840 | 5046 | 5256 |
| | | b) w/UBC or CAE or AACI | | | 28.66 | 29.79 | 31.03 | 32.35 | 33.69 | 35.08 | b) | 4471 | 4648 | 4840 | 5046 | 5256 |
| | | c) w/UBC and CAE or AACI | | | | 29.79 | 31.03 | 32.35 | 33.69 | 35.08 | 36.51 | 4648 | 4840 | 5046 | 5256 | 5472 |
| 111013 | | Research Officer 3 | 12 | 31.03 | 32.35 | 33.69 | 35.03 | 36.48 | 37.93 | Off 36 c) | 4840 | 5046 | 5256 | 5464 | 5691 | 5917 |
| Information and Public Communication | | | | | | | | | | | | | | | | |
| 108301 | | Communications Consultant | 12 | 25.62 | 26.65 | 27.73 | 28.84 | 30.01 | 31.19 | Off 36 | 3997 | 4157 | 4326 | 4499 | 4681 | 4866 |
| Appraisal Group | | | | | | | | | | | | | | | | |
| Appraisal Agrologist - Subgroup | | | | | | | | | | | | | | | | |
| 302341 | | Agrologist 1 | 12 | 27.76 | 28.93 | 30.07 | 31.23 | 32.49 | 33.77 | Fld 37 1/3 | 4491 | 4681 | 4864 | 5052 | 5257 | 5464 |
| | 1 | -Training Rate | | 22.60 | 24.31 | 26.04 | | | | Fld 37 1/3 | 3656 | 3933 | 4213 | | | |
| 302342 | | Agrologist 2 | 12 | 30.63 | 31.86 | 33.14 | 34.46 | 35.84 | 37.34 | Fld 37 1/3 | 4955 | 5154 | 5361 | 5575 | 5799 | 6041 |
| Municipal Appraiser - Subgroup | | | | | | | | | | | | | | | | |
| 319801 | | Assessment Assistant | 12 | 17.94 | 18.43 | 18.98 | 19.61 | 20.23 | 20.87 | Fld 37 1/3 | 2903 | 2982 | 3070 | 3173 | 3273 | 3377 |
| 319802 | | Associate Appraiser | 12 | 22.56 | 23.37 | 24.26 | 25.15 | 26.12 | 27.12 | Fld 37 1/3 | 3650 | 3780 | 3925 | 4068 | 4225 | 4387 |
| | 1 | -Training Rate - 6 mo inc | | 20.23 | 20.87 | | | | | Fld 37 1/3 | 3273 | 3377 | | | | |
| 319803 | | Assessment Appraiser | 12 | 27.65 | 28.74 | 29.92 | 31.11 | 32.35 | 33.62 | Fld 37 1/3 | 4473 | 4650 | 4840 | 5033 | 5233 | 5439 |
| 319804 | | Senior Market/Commercial Apprai | 12 | 30.63 | 31.86 | 33.14 | 34.46 | 35.84 | 37.34 | Fld 37 1/3 | 4955 | 5154 | 5361 | 5575 | 5799 | 6041 |
| Assessment Analyst - Subgroup | | | | | | | | | | | | | | | | |
| 319910 | | Policy and Process Analyst | 12 | 31.86 | 32.96 | 34.08 | 35.25 | 36.45 | 37.71 | Off 36 | 5155 | 5332 | 5514 | 5703 | 5897 | 6100 |
| Assessment Coordinator | | | | | | | | | | | | | | | | |
| 320010 | | Assessment Coordinator | 12 | 35.37 | 36.80 | 38.25 | 39.79 | 41.36 | 43.01 | Fld 37 1/3 | 5722 | 5953 | 6188 | 6437 | 6692 | 6958 |

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY
APPENDIX A
CLASSIFICATION PLAN PAY RATES
EFFECTIVE JANUARY 1, 2012
PAY SCHEDULE 1
Active

| CLASS | MOD | TITLE | PROB PERIOD | HOURLY RATES | | | | | | HOURS OF WORK | MONTHLY RATES | | | | | |
|---|-----|---------------------------------|-------------|--------------|-------|-------|-------|-------|-------|---------------|---------------|------|------|------|------|------|
| Administrative Assistant | | | | | | | | | | | | | | | | |
| 103011 | | Administrative Assistant 1 | 6 | 17.70 | 18.07 | 18.54 | 19.00 | 19.53 | 19.96 | Off 36 | 2761 | 2819 | 2893 | 2964 | 3046 | 3114 |
| | 1 | -Training Rate - 6 mo inc | | 16.90 | 17.10 | 17.29 | | | | Off 36 | 2637 | 2668 | 2697 | | | |
| 103012 | | Administrative Assistant 2 | 6 | 18.39 | 18.78 | 19.27 | 19.76 | 20.29 | 20.74 | Off 36 | 2869 | 2929 | 3006 | 3082 | 3165 | 3235 |
| | 1 | -Training Rate - 6 mo inc | | 17.58 | 17.78 | 17.98 | | | | Off 36 | 2742 | 2773 | 2805 | | | |
| 101013 | | Administrative Assistant 3 | 6 | 20.53 | 21.09 | 21.71 | 22.43 | 23.13 | 23.89 | Off 36 | 3202 | 3290 | 3387 | 3499 | 3609 | 3727 |
| 101014 | | Administrative Assistant 4 | 6 | 22.14 | 22.80 | 23.56 | 24.34 | 25.16 | 26.07 | Off 36 | 3454 | 3557 | 3675 | 3797 | 3925 | 4067 |
| Accounting and Statistical | | | | | | | | | | | | | | | | |
| 105012 | | Accounting Clerk 2 | 6 | 21.44 | 22.15 | 22.81 | 23.57 | 24.33 | 25.16 | Off 36 | 3345 | 3455 | 3559 | 3677 | 3795 | 3925 |
| 107014 | | Financial Analyst 1 | 12 | 29.37 | 30.61 | 31.80 | 33.03 | 34.37 | 35.72 | Off 36 | 4581 | 4775 | 4961 | 5153 | 5362 | 5573 |
| | 1 | -Training Rate | | 23.90 | 25.72 | 27.54 | | | | Off 36 | 3729 | 4012 | 4297 | | | |
| 107015 | | Financial Analyst 2 | 12 | 32.40 | 33.70 | 35.05 | 36.46 | 37.92 | 39.50 | Off 36 | 5054 | 5257 | 5468 | 5687 | 5915 | 6162 |
| Information Technology | | | | | | | | | | | | | | | | |
| 106090 | | Desktop Support Technician 1 | 12 | 23.28 | 24.10 | 24.94 | 25.75 | 26.68 | 27.62 | Off 36 | 3631 | 3759 | 3891 | 4017 | 4162 | 4308 |
| 106102 | | Programmer Analyst 2 | 12 | 29.85 | 30.97 | 32.22 | 33.49 | 34.94 | 36.43 | Off 36 | 4657 | 4831 | 5026 | 5225 | 5450 | 5683 |
| | 1 | -Training Rate - 6 mo inc | | 24.77 | 25.62 | 26.51 | 27.42 | | | Off 36 | 3864 | 3996 | 4136 | 4278 | | |
| 106201 | | Application Support Analyst 1 | 12 | 30.97 | 32.33 | 33.71 | 35.15 | 36.66 | 38.24 | Off 36 | 4831 | 5043 | 5258 | 5484 | 5719 | 5965 |
| 106202 | | Application Support Analyst 2 | 12 | 35.15 | 36.66 | 38.24 | 39.88 | 41.58 | 43.37 | Off 36 | 5484 | 5719 | 5965 | 6222 | 6487 | 6766 |
| 106300 | | System Administrator 1 | 12 | 29.85 | 30.97 | 32.22 | 33.49 | 34.94 | 36.43 | Off 36 | 4657 | 4831 | 5026 | 5225 | 5450 | 5683 |
| | 1 | -Training Rate - 6 mo inc | | 24.77 | 25.62 | 26.51 | 27.42 | | | Off 36 | 3864 | 3996 | 4136 | 4278 | | |
| 106400 | | Database Administrator 1 | 12 | 30.97 | 32.33 | 33.71 | 35.15 | 36.66 | 38.24 | Off 36 | 4831 | 5043 | 5258 | 5484 | 5719 | 5965 |
| 106301 | | Business Analyst | 12 | 33.71 | 34.87 | 36.05 | 37.29 | 38.56 | 39.88 | Off 36 | 5258 | 5439 | 5624 | 5817 | 6015 | 6222 |
| Purchasing | | | | | | | | | | | | | | | | |
| 110020 | | Property Control Officer | 12 | 26.24 | 27.17 | 28.12 | 29.23 | 30.39 | 31.68 | Off 36 | 4094 | 4238 | 4387 | 4560 | 4741 | 4942 |
| Research | | | | | | | | | | | | | | | | |
| 111012 | | a) Research Officer 2 | 12 | 28.12 | 29.23 | 30.39 | 31.65 | 32.99 | 34.37 | Off 36 a) | 4387 | 4560 | 4741 | 4937 | 5147 | 5361 |
| | | b) w/UBC or CAE or AACI | | | 29.23 | 30.39 | 31.65 | 32.99 | 34.37 | b) | | 4560 | 4741 | 4937 | 5147 | 5361 |
| | | c) w/UBC and CAE or AACI | | | | 30.39 | 31.65 | 32.99 | 34.37 | c) | | | 4741 | 4937 | 5147 | 5361 |
| 111013 | | Research Officer 3 | 12 | 31.65 | 32.99 | 34.37 | 35.72 | 37.21 | 38.69 | Off 36 | 4937 | 5147 | 5361 | 5573 | 5805 | 6035 |
| Information and Public Communication | | | | | | | | | | | | | | | | |
| 108301 | | Communications Consultant | 12 | 26.13 | 27.18 | 28.29 | 29.42 | 30.61 | 31.81 | Off 36 | 4077 | 4240 | 4413 | 4589 | 4775 | 4963 |
| Appraisal Group | | | | | | | | | | | | | | | | |
| Appraisal Agrologist - Subgroup | | | | | | | | | | | | | | | | |
| 302341 | | Agrologist 1 | 12 | 28.32 | 29.52 | 30.67 | 31.85 | 33.14 | 34.45 | Fld 37 1/3 | 4581 | 4775 | 4961 | 5153 | 5362 | 5573 |
| | 1 | -Training Rate | | 23.05 | 24.80 | 26.56 | | | | Fld 37 1/3 | 3729 | 4012 | 4297 | | | |
| 302342 | | Agrologist 2 | 12 | 31.24 | 32.49 | 33.80 | 35.15 | 36.56 | 38.09 | Fld 37 1/3 | 5054 | 5257 | 5468 | 5687 | 5915 | 6162 |
| Municipal Appraiser - Subgroup | | | | | | | | | | | | | | | | |
| 319801 | | Assessment Assistant | 12 | 18.30 | 18.80 | 19.35 | 20.00 | 20.63 | 21.29 | Fld 37 1/3 | 2961 | 3042 | 3131 | 3236 | 3338 | 3445 |
| 319802 | | Associate Appraiser | 12 | 23.01 | 23.83 | 24.75 | 25.65 | 26.64 | 27.66 | Fld 37 1/3 | 3723 | 3856 | 4004 | 4149 | 4310 | 4475 |
| | 1 | -Training Rate - 6 mo inc | | 20.63 | 21.29 | | | | | Fld 37 1/3 | 3338 | 3445 | | | | |
| 319803 | | Assessment Appraiser | 12 | 28.20 | 29.32 | 30.52 | 31.73 | 33.00 | 34.29 | Fld 37 1/3 | 4562 | 4743 | 4937 | 5134 | 5338 | 5548 |
| 319804 | | Senior Market/Commercial Apprai | 12 | 31.24 | 32.49 | 33.80 | 35.15 | 36.56 | 38.09 | Fld 37 1/3 | 5054 | 5257 | 5468 | 5687 | 5915 | 6162 |
| Assessment Analyst - Subgroup | | | | | | | | | | | | | | | | |
| 319910 | | Policy and Process Analyst | 12 | 32.50 | 33.62 | 34.76 | 35.96 | 37.18 | 38.46 | Off 36 | 5258 | 5439 | 5624 | 5817 | 6015 | 6222 |
| Assessment Coordinator | | | | | | | | | | | | | | | | |
| 320010 | | Assessment Coordinator | 12 | 36.07 | 37.53 | 39.02 | 40.59 | 42.19 | 43.87 | Fld 37 1/3 | 5836 | 6072 | 6312 | 6566 | 6826 | 7097 |

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY
APPENDIX A
CLASSIFICATION PLAN PAY RATES
EFFECTIVE JANUARY 1, 2010
PAY SCHEDULE 1
Inactive

| CLASS | MOD | TITLE | PROB PERIOD | HOURLY RATES | | | | | HOURS OF WORK | MONTHLY RATES | | | | | | |
|--|-----|--------------------------------|-------------|--------------|-------|-------|-------|-------|---------------|---------------|--------|------|------|------|------|------|
| Accounting and Statistical Clerical | | | | | | | | | | | | | | | | |
| 105011 | 1 | Accounting Clerk 1 | 6 | 16.79 | 17.22 | 17.68 | 18.14 | 18.62 | 19.10 | Off 36 | 2620 | 2686 | 2758 | 2830 | 2905 | 2980 |
| | | -Training Rate - 6 mo inc | | | 15.84 | 15.99 | 16.20 | 16.38 | | | Off 36 | 2471 | 2494 | 2527 | 2556 | |
| 105013 | | Accounting Clerk 3 | 6 | 20.54 | 21.22 | 21.96 | 22.73 | 23.44 | 24.24 | Off 36 | 3204 | 3311 | 3426 | 3546 | 3657 | 3781 |
| 105051 | | Statistical Clerk 1 | 6 | 16.19 | 16.58 | 17.01 | 17.42 | 17.88 | 18.38 | Off 36 | 2525 | 2586 | 2653 | 2718 | 2790 | 2867 |
| 105052 | | Statistical Clerk 2 | 6 | 17.88 | 18.40 | 18.99 | 19.60 | 20.22 | 20.86 | Off 36 | 2789 | 2870 | 2962 | 3057 | 3154 | 3254 |
| 105053 | | Statistical Clerk 3 | 6 | 19.60 | 20.22 | 20.97 | 21.59 | 22.33 | 23.10 | Off 36 | 3057 | 3154 | 3272 | 3368 | 3483 | 3604 |
| Financial and Revenue Administration | | | | | | | | | | | | | | | | |
| 107011 | | Accountant 1 | 12 | 22.64 | 23.44 | 24.24 | 25.11 | 26.01 | 26.92 | Off 36 | 3532 | 3657 | 3781 | 3917 | 4058 | 4200 |
| 107012 | | Accountant 2 | 12 | 25.14 | 26.04 | 27.03 | 28.10 | 29.24 | 30.46 | Off 36 | 3922 | 4063 | 4217 | 4384 | 4562 | 4752 |
| Information and Public Communication | | | | | | | | | | | | | | | | |
| 106090 | | Jr. Systems Analyst | 12 | 22.37 | 23.16 | 23.97 | 24.75 | 25.63 | 26.54 | Off 36 | 3490 | 3613 | 3739 | 3861 | 3999 | 4141 |
| 108302 | | Information Services Officer 2 | 12 | 27.15 | 28.26 | 29.46 | 30.73 | 32.04 | 33.39 | Off 36 | 4235 | 4408 | 4596 | 4794 | 4998 | 5209 |
| 108303 | | Information Services Officer 3 | 12 | 30.35 | 31.65 | 33.00 | 34.42 | 35.91 | 37.47 | Off 36 | 4735 | 4937 | 5148 | 5369 | 5602 | 5845 |
| Research | | | | | | | | | | | | | | | | |
| 111011 | 1 | Research Officer 1 | 12 | 21.22 | 21.93 | 22.70 | 23.50 | 24.26 | 25.13 | Off 36 | 3310 | 3421 | 3541 | 3666 | 3785 | 3921 |
| | | -Training Rate | | | 19.86 | 20.53 | | | | | Off 36 | 3098 | 3202 | | | |
| Administrative Services | | | | | | | | | | | | | | | | |
| 116011 | | Administrative Officer 1 | 12 | 21.93 | 22.70 | 23.50 | 24.26 | 25.13 | 26.03 | Off 36 | 3421 | 3541 | 3666 | 3785 | 3921 | 4060 |
| Appraisal Group - Appraisal Agrologist Subgroup | | | | | | | | | | | | | | | | |
| 302343 | | Agrologist 3 | 12 | 31.85 | 33.13 | 34.93 | 35.89 | 37.37 | 38.93 | Fld 37 1/3 | 5153 | 5359 | 5651 | 5807 | 6046 | 6298 |

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY
APPENDIX A
CLASSIFICATION PLAN PAY RATES
EFFECTIVE JANUARY 1, 2011
PAY SCHEDULE 1
Inactive

| CLASS | MOD | TITLE | PROB PERIOD | HOURLY RATES | | | | | | HOURS OF WORK | MONTHLY RATES | | | | | |
|--|-----|--------------------------------|-------------|--------------|-------|-------|-------|-------|-------|---------------|---------------|------|------|------|------|------|
| Accounting and Statistical Clerical | | | | | | | | | | | | | | | | |
| 105011 | | Accounting Clerk 1 | 6 | 17.13 | 17.56 | 18.03 | 18.51 | 18.99 | 19.49 | Off 36 | 2672 | 2740 | 2813 | 2887 | 2963 | 3040 |
| | 1 | -Training Rate - 6 mo inc | | 16.15 | 16.31 | 16.53 | 16.71 | | | Off 36 | 2520 | 2544 | 2578 | 2607 | | |
| 105013 | | Accounting Clerk 3 | 6 | 20.95 | 21.65 | 22.40 | 23.19 | 23.91 | 24.72 | Off 36 | 3268 | 3377 | 3495 | 3617 | 3730 | 3857 |
| 105051 | | Statistical Clerk 1 | 6 | 16.51 | 16.91 | 17.35 | 17.77 | 18.24 | 18.74 | Off 36 | 2576 | 2638 | 2706 | 2772 | 2846 | 2924 |
| 105052 | | Statistical Clerk 2 | 6 | 18.24 | 18.76 | 19.37 | 19.99 | 20.62 | 21.28 | Off 36 | 2845 | 2927 | 3021 | 3118 | 3217 | 3319 |
| 105053 | | Statistical Clerk 3 | 6 | 19.99 | 20.62 | 21.39 | 22.02 | 22.78 | 23.56 | Off 36 | 3118 | 3217 | 3337 | 3435 | 3553 | 3676 |
| Financial and Revenue Administration | | | | | | | | | | | | | | | | |
| 107011 | | Accountant 1 | 12 | 23.10 | 23.91 | 24.72 | 25.61 | 26.53 | 27.46 | Off 36 | 3603 | 3730 | 3857 | 3995 | 4139 | 4284 |
| 107012 | | Accountant 2 | 12 | 25.64 | 26.56 | 27.57 | 28.67 | 29.83 | 31.07 | Off 36 | 4000 | 4144 | 4301 | 4472 | 4653 | 4847 |
| Information and Public Communication | | | | | | | | | | | | | | | | |
| 106090 | | Jr. Systems Analyst | 12 | 22.82 | 23.62 | 24.45 | 25.24 | 26.15 | 27.08 | Off 36 | 3560 | 3685 | 3814 | 3938 | 4079 | 4224 |
| 108302 | | Information Services Officer 2 | 12 | 27.69 | 28.82 | 30.05 | 31.35 | 32.68 | 34.06 | Off 36 | 4320 | 4496 | 4688 | 4890 | 5098 | 5313 |
| 108303 | | Information Services Officer 3 | 12 | 30.96 | 32.28 | 33.66 | 35.10 | 36.63 | 38.22 | Off 36 | 4830 | 5036 | 5251 | 5476 | 5714 | 5962 |
| Research | | | | | | | | | | | | | | | | |
| 111011 | | Research Officer 1 | 12 | 21.64 | 22.37 | 23.15 | 23.97 | 24.75 | 25.63 | Off 36 | 3376 | 3489 | 3612 | 3739 | 3861 | 3999 |
| | 1 | -Training Rate | | 20.26 | 20.94 | | | | | Off 36 | 3160 | 3266 | | | | |
| Administrative Services | | | | | | | | | | | | | | | | |
| 116011 | | Administrative Officer 1 | 12 | 22.37 | 23.15 | 23.97 | 24.75 | 25.63 | 26.54 | Off 36 | 3489 | 3612 | 3739 | 3861 | 3999 | 4141 |
| Appraisal Group - Appraisal Agrologist Subgroup | | | | | | | | | | | | | | | | |
| 302343 | | Agrologist 3 | 12 | 32.49 | 33.79 | 35.63 | 36.61 | 38.12 | 39.71 | Fld 37 1/3 | 5256 | 5466 | 5764 | 5923 | 6167 | 6424 |

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY
APPENDIX A
CLASSIFICATION PLAN PAY RATES
EFFECTIVE JANUARY 1, 2012
PAY SCHEDULE 1
Inactive

| CLASS | MOD | TITLE | PROB PERIOD | HOURLY RATES | | | | | | HOURS OF WORK | MONTHLY RATES | | | | | |
|--|-----|--------------------------------|-------------|--------------|-------|-------|-------|-------|-------|---------------|---------------|------|------|------|------|------|
| Accounting and Statistical Clerical | | | | | | | | | | | | | | | | |
| 105011 | 1 | Accounting Clerk 1 | 6 | 17.47 | 17.92 | 18.39 | 18.88 | 19.37 | 19.88 | Off 36 | 2725 | 2795 | 2869 | 2945 | 3022 | 3101 |
| | | -Training Rate - 6 mo inc | | 16.47 | 16.63 | 16.86 | 17.04 | | | | Off 36 | 2570 | 2595 | 2630 | 2659 | |
| 105013 | | Accounting Clerk 3 | 6 | 21.37 | 22.08 | 22.85 | 23.65 | 24.39 | 25.22 | Off 36 | 3333 | 3445 | 3565 | 3689 | 3805 | 3934 |
| 105051 | | Statistical Clerk 1 | 6 | 16.85 | 17.25 | 17.69 | 18.12 | 18.61 | 19.12 | Off 36 | 2628 | 2691 | 2760 | 2827 | 2903 | 2982 |
| 105052 | | Statistical Clerk 2 | 6 | 18.60 | 19.14 | 19.75 | 20.38 | 21.03 | 21.70 | Off 36 | 2902 | 2986 | 3081 | 3180 | 3281 | 3385 |
| 105053 | | Statistical Clerk 3 | 6 | 20.38 | 21.03 | 21.82 | 22.46 | 23.23 | 24.04 | Off 36 | 3180 | 3281 | 3404 | 3504 | 3624 | 3750 |
| Financial and Revenue Administration | | | | | | | | | | | | | | | | |
| 107011 | | Accountant 1 | 12 | 23.56 | 24.39 | 25.22 | 26.12 | 27.06 | 28.01 | Off 36 | 3675 | 3805 | 3934 | 4075 | 4222 | 4370 |
| 107012 | | Accountant 2 | 12 | 26.15 | 27.10 | 28.12 | 29.24 | 30.42 | 31.69 | Off 36 | 4080 | 4227 | 4387 | 4561 | 4746 | 4944 |
| Information and Public Communication | | | | | | | | | | | | | | | | |
| 106090 | | Jr. Systems Analyst | 12 | 23.28 | 24.10 | 24.94 | 25.75 | 26.67 | 27.62 | Off 36 | 3631 | 3759 | 3890 | 4017 | 4161 | 4308 |
| 108302 | | Information Services Officer 2 | 12 | 28.24 | 29.40 | 30.65 | 31.97 | 33.33 | 34.74 | Off 36 | 4406 | 4586 | 4782 | 4988 | 5200 | 5419 |
| 108303 | | Information Services Officer 3 | 12 | 31.58 | 32.93 | 34.33 | 35.81 | 37.36 | 38.98 | Off 36 | 4927 | 5137 | 5356 | 5586 | 5828 | 6081 |
| Research | | | | | | | | | | | | | | | | |
| 111011 | 1 | Research Officer 1 | 12 | 22.08 | 22.81 | 23.62 | 24.45 | 25.24 | 26.15 | Off 36 | 3444 | 3559 | 3684 | 3814 | 3938 | 4079 |
| | | -Training Rate | | 20.66 | 21.35 | | | | | | Off 36 | 3223 | 3331 | | | |
| Administrative Services | | | | | | | | | | | | | | | | |
| 116011 | | Administrative Officer 1 | 12 | 22.81 | 23.62 | 24.45 | 25.24 | 26.15 | 27.08 | Off 36 | 3559 | 3684 | 3814 | 3938 | 4079 | 4224 |
| Appraisal Group - Appraisal Agrologist Subgroup | | | | | | | | | | | | | | | | |
| 302343 | | Agrologist 3 | 12 | 33.14 | 34.46 | 36.34 | 37.34 | 38.88 | 40.50 | Fld 37 1/3 | 5361 | 5575 | 5879 | 6041 | 6290 | 6552 |

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, the remaining employee will have a choice to continue in job-sharing or revert to a full-time employee.
- b) If both employees vacate the job-sharing position, then continuation of a job-sharing arrangement will be at the discretion of the Agency.
- c) Job abolishment of a permanent position which has been designated job-sharing.

Pay Administration

Payment of salary will be made on a monthly 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" LETTER OF UNDERSTANDING

Re: Research Officer II Educational/Accreditation Increments

1. The parties have agreed to the addition of two (2) increments to the salary ranges for the above classification. These increments will be granted in recognition of certain educational upgrading and/or professional accreditation only.
2. Recognition will be provided for the following:
 - i) successful completion of the two (2) year Real Property Assessment Programme (RPA) offered by the University of British Columbia (UBC); and/or,
 - ii) the following professional accreditation(s):
 - a) CAE from the International Association of Assessing Officers (IAAO); or,
 - b) AACI from the Appraisal Institute of Canada (AIC).
3. Administration of this provision will be as follows:
 - i) completion of UBC-RPA or achieving AACI or CAE designation, one (1) increment granted and movement to pay range (b) of the current classification level effective the first working day of the month following receipt of written notification of achievement or completion by the Agency;

- ii) achieving AACI or CAE designation together with completion of UBC-RPA program, one (1) increment granted and movement to pay range (c) of the current classification level effective the first working day of the month following receipt of written notification of achievement or completion by the Agency;
- iii) movement within the pay ranges for the classification level will not be considered as a promotion;
- iv) any adjustment resulting from the application of this provision will not impact the increment date established by the agreement; and,
- v) any additional education/experience required by the classification plan must be met prior to movement between classification levels.

**APPENDIX “F”
LETTER OF UNDERSTANDING**

Re: Employment Security

1. Letter of Understanding expiring December 31, 2009.
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 liaise 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 "G"
Alternative Dispute Resolution Process

Mediaton

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 “H” 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 “I”
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 “J”
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 "K"
LETTER OF UNDERSTANDING
RE: Banked Time

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.**



WORKING
TOGETHER FOR
SASKATCHEWAN

Long Term Disability Plan GUIDE

Vision Statement

The Saskatchewan Government and General Employees' Union has developed its own Long Term Disability Plan, with the primary responsibility to ensure that the Membership is provided with income protection and/or services to those Members who are disabled by illness or injury.

10/06

PREAMBLE

- The SGEU Long Term Disability Plan (hereafter may be referred to as the Plan) is fully funded by contributions from Plan Members. The cost to you is a percentage of your gross salary, which is set at the SGEU Annual Convention.
- Your employer deducts your LTD contribution from your salary. If the LTD contribution does not appear on your pay stub as a deduction, contact your payroll department immediately.
- YOU are responsible to ensure that your LTD dues are prepaid if you go on a leave of absence or onto a re-employment list.
- All contributing members are eligible for LTD entitlements. The payment of entitlements will be in accordance with the LTD Plan Text. You can get a copy of the LTD Plan Text by calling SGEU at 522-8571 or 800-667-5221 or by accessing www.sgeu.org

AM I ELIGIBLE?

If you are a member of the Plan, and you become disabled, you should apply for entitlements under the Plan immediately. **Do not wait** for the 119 calendar day elimination period to be complete, or until you run out of sick leave days.

Once you have applied you may be eligible for entitlements if:

- you are unable to do your own occupation for a period of time not exceeding 36 months and;
 - a) your LTD dues have been paid up to date and;
 - b) you have served an elimination period of 119 calendar days and;
 - c) you are under the regular and personal care of a physician.
- following the initial 36 months you are unable to work at any occupation that you might reasonably be expected to do, given your education, training or experience and;

- a) you are under the regular and personal care of a physician.

You are required, throughout the duration of your LTD Claim, to provide medical documentation including doctors' statements, independent medical evaluations, etc. to support any disability claim.

Entitlements Payable to Members

- The monthly entitlement payable to Members is set at the SGEU Annual Convention. The current entitlement is 80 percent of net salary (Article 8.3 Plan Text). This entitlement is not taxable.
- Entitlement for 80 percent of net salary is calculated as follows:

[Gross salary minus {Federal and Provincial Taxes, E.I. and C.P.P. statutory deductions for the Member's salary level, and number of dependants}] x .80 percent.

Note #1: C.P.P. and E.I. based on the Member's gross salary level.

Note #2: Income Tax based on the number of dependants and shall include same sex spouse.

Note #3: All claimants whose entitlements are calculated as per Article 8 (80 percent of net salary) shall be required to complete a TD-1 form annually.

- The monthly entitlement will be reduced by any and all of the following sources of income (Article 8.4 Plan Text):
 - a) Any remaining sick leave entitlements you have from your employer;
 - b) Workers' Compensation Board;
 - c) Canada Pension Plan (Disability Benefit or Pension Benefits) excluding children and/or spousal benefits;
 - d) Legal compensation arising from the same disability;
 - e) Motor vehicle accident insurance income replacement benefits;

- f) Rehabilitation earnings: if you return to work while you are on the Plan, 50 percent of the net income you earn is deducted from your monthly Plan entitlement until your combined LTD benefit and rehabilitative employment earnings meet your pre-disability net salary, or you no longer qualify for entitlements under the Plan (Article 8.7 Plan Text).
- The monthly entitlement will **not** be reduced by any additional disability insurance privately purchased.
 - Entitlements shall not be payable during a period of total disability while:
 - a) Member is in custody and is awaiting trial. If a Member is acquitted of any offence, s/he shall be eligible for retroactive entitlements.
 - b) Member is imprisoned due to conviction of an offence; or
 - c) Member has established their permanent residence outside Canada.
 - d) Member is on full-time active duty with the Canadian Armed forces for a period longer than two months. Entitlements may be available through the Canadian Armed Forces.

WHO DO I SEE FOR HELP?

1. Contact a steward in your workplace for information and/or help to complete the LTD application.
2. SGEU offices for application package:
 - a) Prince Albert Regional Office
1-800-667-9355
 - b) Regina Headquarters
1-800-667-5221, ext. 213
 - c) Saskatoon Regional Office
1-800-667-9791
3. Contact one of the SGEU LTD Advocates on staff for assistance at 1-800-667-5221.

WHAT DO I DO NEXT?

1. Do not resign from your job.

If you resign:

- your job is no longer held for you;
- your employer has no further obligation to you;
- SGEU has no further obligation to you;
- SGEU Long Term Disability Plan has no further obligation to you;
- All entitlements, including pension contribution, will cease at the time of your resignation.

2. Get a medical certificate for your employer.
3. Use sick credits that you are entitled to.
4. Apply for a definite leave of absence.
5. Apply for Canada Pension Plan disability benefits.
As a contributor to Canada Pension Plan, you may qualify for a pension if you suffer from a severe and prolonged disability. Entitlements may also be available for your dependent children. Once you have been disabled, you must apply to your local Social Development Canada Office for this benefit. Visit the website "www.sdc.gc.ca" and

Go to English > Go to Forms (left side menu)
 Under Quick List of Forms is
 "Income Security"

Then Go to Canada Pension Plan > ISP 1151 is Disability
ISP 1000 is Retirement Pension

You must apply for this coverage.

6. Apply for Workers' Compensation disability benefits, if your injury is work related.

If you are injured at work, you must apply for this coverage.

7. Apply for Employment Insurance Sick Leave Benefits.
8. Apply for Motor Vehicle Insurance benefits, if you are injured in an automobile accident.
9. Ensure that your medical evidence is submitted to the Plan as soon as possible. Sometimes medical professionals do not submit medical information in a timely manner, so keep checking with them to ensure it is done.

WHAT IF THEY TURN ME DOWN?

The Plan's medical adjudicator approves or denies your claim based on the medical evidence submitted, job description and job demands.

If you have been denied coverage, you can appeal this decision as per Plan Text Article 4. Contact the SGEU LTD Claimant Advocate for assistance with your appeal, at 1-800-667-5221.

FREQUENTLY ASKED QUESTIONS

1. Medical Information

What type of medical information do I need? How often do I have to submit it?

You require medical information that substantiates why you are unable to perform the normal duties of your own occupation.

You are required to submit medical evidence as required by the Plan's medical adjudicator.

Note: It is important to advise the Plan's Medical Adjudicator of any changes regarding your claim.

2. Pension Information

What happens to my pension while I am collecting LTD?

If your Collective Agreement supports payment of your pension while on LTD, it will be deducted from your benefit and remitted monthly to your pension plan. If so, LTD also ensures that your employer remits their share so that your pension keeps building while you are on the LTD Plan.

3. Employer Information

What type of medical information is my employer entitled to?

You are not required to give the employer the details of your illness. Give your employer a note from your doctor outlining that you are no longer able to work due to illness and the date of your expected return to work.

If you are asked to provide confidential medical information to your employer, contact your Steward or SGEU representative immediately.

4. Timelines

When do I apply for LTD?

You should apply for LTD when you first become aware of your disability/injury. You must apply within one year of the date of your disability. Under no circumstances should you resign your job.

5. What is the elimination period? Why does the LTD Plan have an elimination period?

The elimination period is a waiting period during which no LTD benefits will be paid for you. The elimination period is calculated as 119 consecutive calendar days from the date of disability.

If you are disabled for less than 119 consecutive calendar days, this would be

6. Involvement of Spouse, family and others

Can anyone phone and get information on my claim?

No. If you want your spouse, family members or anyone else to be able to access your claim information you will be required to sign a release form and provide the exact name and telephone number of the named individual(s).

7. Claimant Files

Who has access to my file?

The Plan's Medical Adjudicator and LTD staff have access to your file, as necessary, for the administration of your claim. All LTD files are kept in a secured, locked room. Your claim will not be discussed with anyone but you or your designate.

8. How long does it take to get a decision on my claim application?

It will normally take 6 to 8 weeks for an initial decision from the

Plan's Medical Adjudicator. However the length of time depends on the evidence submitted by you and your medical professionals.

9. When can I expect a payment?

Once your claim is approved, your LTD entitlements will be issued monthly.

10. Does the Steward have access to my file?
No, not without your written consent.

11. Can the Steward advocate on my behalf?

Yes, with your written permission and at your expense.

12. Who can we call for reports on our claims?

You can contact the Plan's Medical Adjudicator or the SGEU LTD Plan Advocate. If you are involved in an appeal, you contact the SGEU LTD Claimant Advocate.

13. Why should I apply for LTD if I am on WCB?

If your WCB benefits are discontinued, you may still qualify for LTD benefits.

14. Who pays for medical documentation?

You are required to pay for the original medical documentation that you submit with your application. Any other medical information that is requested by the Plan is paid for by the Plan.

15. What happens to my Extended Health benefits while I am on LTD?

During your LTD claim, your Extended Health and Dental benefits may be covered. Check your collective agreement and with your benefit carrier.

16. I have returned to work and I have no sick leave - what do I do?

Upon your full return to work, you can access a maximum of 15 days of sick leave through the LTD Plan, if required. After

one year, the unused days revert back to the Plan.

17. Does the Plan recognize addictions as disability?

Yes, addictions are recognized as disabilities under the SGEU LTD Plan Text definitions of disability.

18. Does the calculation for my benefit include my payment of Camp Differential or Northern District Allowance?

Yes, but shift differential and overtime pay are not included for the purposes of calculating your LTD benefit.

In the event of any discrepancy between this Guide and the SGEU LTD Plan Text (as amended by the most recent SGEU Annual Convention), the SGEU LTD Plan Text shall take precedence.

CONTACT INFORMATION:

Prince Albert Regional Office

33 - 11th Street West
Prince Albert, Saskatchewan S6V 3A8
(306) 764-5201
1-800-667-9355

Regina Office

1440 Broadway Avenue
Regina, Saskatchewan S4P 1E2
(306) 522-8571
1-800-667-5221

Saskatoon Regional Office

1114 - 22nd Street West
Saskatoon, Saskatchewan
S7M 0S5
(306) 652-1811
1-800-667-9791

Website: www.sgeu.org



Your Group Insurance Plan
EXTENDED HEALTH CARE PLAN
SAMA UNIONIZED EMPLOYEES

POLICY NUMBER: 335421-004

ALL CLASSES: Permanent Full-Time Employees and
Non-Permanent Employees

Copied from print date: May 1997

**This booklet is presented as a matter of general information only.
The contents are not to be accepted or construed
as a substitute for the provision of the policy.
Refer to Plan Administrator and Plan Booklet.**

YOUR GROUP INSURANCE PLAN

Current Effective Date

May 1, 1997

This booklet outlines each of the benefits which provide protection and security for you and your family. The information in this booklet is important. Familiarize yourself with its contents and keep it handy for reference. This brief overview is subject to all of the provisions, limitations, exclusions, and restrictions contained in the policy issued to your Employer. Policy provisions may be amended from time to time. Please contact your Union Plan Representative if you have questions regarding coverage.

ELIGIBILITY

You are eligible for coverage if you meet the requirements under Eligibility for you or your dependent. You or your dependent may qualify for extension, continuation, or conversion of coverage provisions as shown in the benefit descriptions of the Policy.

Eligibility – Employee

If your employment starts prior to, on or after May 1, 1997, you are eligible for insurance at the start of the pay period immediately following the date you complete a six (6) month period of employment.

You are eligible if you are employed on:

- a permanent full-time and full-pay basis, or
- a non-permanent basis, working no less than fifty (50) percent of the hours of a full-time and full-pay position, and you complete the waiting periods as shown in the benefit descriptions.

You are eligible immediately if you are on a definite leave of absence or seasonal lay-off on May 1, 1997.

If you are in receipt of disability benefits under the Saskatchewan Government and General Employees' Union Plan or the Government of Saskatchewan Disability Income Plan on May 1, 1997, you will not be eligible for benefits until you return to work.

You must submit a written application to your SGEU Benefits Administrator (**Christine L. Day**) within thirty-one (31) days of becoming eligible for coverage. You are covered on a twenty-four (24) hour basis.

Eligibility – Dependent

Coverage for your dependent becomes effective on the same date your coverage becomes effective, or at the start of the pay period immediately following application for dependent coverage. If your dependent is confined in a hospital, your dependent benefits do not become effective until formal release from the Hospital, except for a new-born dependent child. All benefits for a new-born dependent child are effective from birth.

Termination – Employee

Your coverage terminates on the earliest of:

- the date you cease to be employed, except as otherwise provided under the Inactive Employee Status provision of the Policy;
- if you are on a definite leave of absence or seasonal lay-off, the date which is twenty-four (24) months following the date your leave of absence or lay-off began;
- the date you no longer qualify for a class in the Policy;
- the end of the period for which premiums have been paid for your insurance;
- the day immediately prior to the date you commence active full-time service as a member of the armed forces of any country;
- the date the Policy cancels;
- the date your Employer's insurance under the Policy cancels;
- the date your class cancels; or
- as shown in the benefit descriptions.

Termination – Dependent

Your Dependent benefits terminate on the earliest of:

- the date your employee coverage terminates;
- the date you no longer qualify for dependent coverage;
- the end of the period for which premiums have been paid for the dependent benefits;
- the date your dependent coverage cancels; or
- as shown in the benefit descriptions.

OVERVIEW

This section contains:

- an explanation of how benefits are calculated,
- general information,
- definitions, and
- limitations that apply to your coverage.

Payment of Premiums

The employer contributes a fixed percentage of payroll to a fund established to pay the premiums of the Plan.

Co-ordination of Benefits

Benefits payments are co-ordinated with any other plan or arrangement, such as Government Plans or other group benefits plans. The total amount received from all sources cannot be greater than the actual expense incurred.

Definitions

Accidental Bodily Injury – Any bodily injury which is caused by external violent means and independent of all other causes.

Child – A person who is unmarried, dependent on you for financial support, and who is your natural child, your legally adopted child, a step-child who lives with you, or a child for whom you have been granted custody pursuant to an Order of a Court. Unless otherwise shown in a benefit, a child must be less than twenty-one (21) years of age or twenty-five (25) years of age if the child is a student attending a recognized college or university full-time.

A benefit for a developmentally or physically disabled child does not end because of age. Satisfactory proof of disability must be received within thirty-one (31) days of the ages indicated above to ensure continuing eligibility.

Couple – You and one (1) eligible dependent (one (1) spouse or one (1) dependent child)

Dependent – Your spouse or child

Employee – An employee of the Saskatchewan Assessment Management Agency who is a member of the Saskatchewan Government and General Employees' Union.

Employer – Saskatchewan Assessment Management Agency

Experimental Treatment – Any treatment not generally accepted by the medical community or involving therapies not prescribed or paid for under provincial or federal medical reimbursement plans.

Family – You and two (2) or more eligible dependents (one (1) spouse and one (1) or more dependent children, or no spouse and two (2) or more dependent children).

Government Plan – Any plan of insurance provided by or under the administrative control of any government or agency in accordance with any law (other than the Unemployment Insurance Act of Canada) or any plan providing insurance coverage regulated by any government.

Hospital – An institution legally constituted in the jurisdiction in which it is located, excluding a nursing home, a domiciliary care home, or a home for the aged. An institution which employs registered nurses twenty-four (24) hours a day and is equipped to handle diagnosis, treatment, or surgery.

Insured – You or your dependent excluding any person not residing in Canada or on active full-time service in the armed forces of any country.

Medically Necessary – A care, service or supply (based on generally recognized standards of health care) which is accepted by the medical profession as effective, appropriate, and essential.

Prescription – An order from a duly licensed prescriber to a registered pharmacist for the dispensing of a drug or medicine for an Insured Individual, stating the name, strength, and quantity of the drug or medicine prescribed, directions for its use, the date the prescription is issued, and the refill frequency limit.

Reasonable and Customary Charges – Charges for diagnosis, treatment, care, services, or supplies at the usual level for cases similar in nature and severity. Charges are representative fees and prices in the place in which they are provided, as determined by Great West Life.

Single – Employee with no eligible dependents.

Spouse – Your legal spouse, or, in the absence of a legal spouse, your common-law spouse named on your enrollment form. Your common-law spouse is a person with whom you have been living for the past twelve (12) months. That living arrangement must be recognized as a conjugal relationship in the community in which you reside.

General Limitations

No amounts are paid by **Great West Life** for charges or benefits:

- in excess of the specific limitations and maximum amounts described under eligible charges;
- in connection with general health examinations;
- for which the insured person obtains or is entitled to obtain benefits under any government plan;
- for which the insured person is entitled to obtain without charge;
- which result from suicide, except in some circumstances, while sane or insane;
- which result from insurrection or war (declared or not), any related act, or participation in any riot;
- which are not medically necessary;
- for experimental treatment;
- for sport or recreational services or supplies;
- that are in excess of reasonable and customary charges for the least expensive appropriate treatment;
- which result from any sickness or bodily injury occurring in the course of employment if you are eligible for coverage through the Workers' Compensation Act; or
- incurred as the result of the commission or attempted commission of any offence contained in the Criminal Code.

Your coverage is subject to all the provisions, limitations, exclusions, and restrictions contained in the Policy issued to your Employer.

CLAIMS

This section contains information about the payment of claims, the appropriate claim forms to use, and the documents that are required to ensure that claims are paid promptly. Claim payments are accompanied by statements explaining how benefits have been determined according to the Policy.

Correspondence

When you wish to submit a claim, obtain the appropriate claim form from your Steward or Plan Administrator (Christine Day). Please include your member ID number and policy number **335421-004** on all correspondence.

Payment of Claims

All benefits are paid to the insured employee unless **Great West Life** is directed otherwise.

Notice of Claims

Written notice of a health claim must be given to **The Great West Life Assurance Company, P.O. Box 4408, Regina, Saskatchewan, Canada, S4P 3W7** within fifteen (15) months of the date incurred.

Examination

Great West Life has the right to require you or your dependent to have a medical examination as often as reasonably necessary. **Great West Life** chooses the physician and covers the cost.

Right to Recover

If **Great West Life** pays any benefits to you which you have the right to recover from any person or corporation, **Great West Life** reserves the right to work with you to recover those payments.

EXTENDED HEALTH CARE BENEFITS

This benefit provides reimbursement against the cost of those eligible, medically necessary services and supplies given or ordered by a physician, when there is only partial or no reimbursement from your provincial medical plan, and the cost(s) are incurred from sickness or accidental bodily injury.

Benefit Entitlement Extended Health Care and Vision Care

As a permanent full-time employee or a non-permanent employee you are entitled to one hundred (100) percent of the benefit payment.

Benefit Amount

Benefits are limited to the maximums identified for specific eligible charges. The reimbursement percentage **Great West Life** pays for all eligible charges, except those listed separately, is one hundred (100) percent. **Effective February 1, 2005, Drug and Medicine reimbursement percentage will be eighty (80) percent.**

Eligible Charges Inside Canada

Drugs and Medicines (*Includes All Drugs in the Saskatchewan Health Prescription Drug Service Formulary*) – Charges for drugs that can only be obtained by a prescription from a licensed prescriber and/or dispensed by a registered pharmacist. Any and all anti-smoking agents obtained by prescription will be payable to a lifetime maximum of \$100.00 per person.

No benefit shall be payable for fertility drugs, over the counter medicines (*other than those in the Saskatchewan Health Prescription Drug Services Formulary*), anti-obesity treatments including proteins and dietary or good supplements, health foods, vitamins (unless injected) or any fees for the administration of serums, vaccines and injectable drugs.

Dispensing limitations are not to exceed a ninety (90) day supply.

All prescription billings must first be submitted to the Saskatchewan Prescription Drug Plan. For prescriptions dispensed in Saskatchewan pharmacies, this is done at the time of dispensing and you will be provided with an original receipt. This receipt will be accepted by **Great West Life** for reimbursement of covered charges. If you purchase medication outside of Saskatchewan, you must submit the original receipt to the Saskatchewan Prescription Drug Plan. Once reviewed by the Saskatchewan Prescription Drug Plan, you will be provided with a statement which will be accepted by **Great West Life** for reimbursement of the eligible charges.

Private Duty Nursing – Charges made for private duty care given by a registered graduate nurse (R.N.), certified nursing assistant (C.N.A.), registered nursing assistance (R.N.A.) or licensed practical nurse (L.P.N.) that is necessary for the medical treatment of sickness or injury. The care must be the type that can only be performed by an R.N., C.N.A., R.N.A., L.P.N. and does not include homemaking or companionship duties. In no event will charges for private duty nursing services be paid for services performed in hospital, or when the nurse normally resides in the patient's home.

The maximum benefit payable for any person is \$7,500.00 per calendar year.

Hospital – Changes made by a hospital for services and supplies which are necessary for the medical treatment of sickness or injury, including charges for a semi-private room, but not when occupied primarily for the purposes of custodial care. The reimbursement percentage is one hundred (100) percent.

Convalescent Hospital Services – Charges for chronic and/or convalescent hospitals are limited to \$20.00 per day to a maximum stay of ninety (90) days, but are not eligible if the covered person was hospitalized in either a chronic and/or convalescent hospital on the effective date of your insurance.

Ambulance – Local licensed service charges, including where medically necessary, the fare of one (1) attendant.

Dentist – Charges made by a dentist for the repair or replacement of sound, vital, natural teeth or the setting of a fractured or dislocated jaw, if the injury results from a direct accidental blow to the mouth.

Paramedic and Professional – Charges for the services of the following practitioners, when treating sickness or injury, are covered to the maximum benefit of \$400.00 per person in any calendar year for each service:

Osteopath, chiropractors, podiatrists, naturopaths, physiotherapists, psychologists, speech therapists, and massage therapists.

Services of physiotherapists, psychologists, speech therapists or massage therapists must be prescribed by a physician. The practitioner must be duly qualified, registered, and practicing within the scope of the appropriate license. The charges include x-ray examination when necessary.

Diabetic Supplies – Charges for diabetic supplies including syringes and lancets (excluding cotton swabs and rubbing alcohol) are covered to a maximum of \$1,000.00 per calendar year per covered person.

Medical Services and Supplies – When ordered by a physician in connection with the treatment of a covered person, the charges for the provision of anesthesia, oxygen, blood and blood products. This will also include x-ray examinations where not covered by the government health insurance plan. The initial charges for (but not the repair or replacement) any of the following per accident or injury: crutches,

splints, canes, casts, braces (excluding dental braces), when prescribed by a physician. Replacement of a device required only if due to change in the covered person's physical condition.

Ostomy Supplies – Charges for essential ostomy supplies including irrigating sets, bags, deodorants, pads, adhesives or skin creams. Charges for catheters and urinary kits are also covered.

Hairpieces – Charges for the purchase of a hairpiece following chemotherapy or surgery where the head was shaved, limited to \$200.00 per covered person per lifetime.

Equipment – When medically necessary and when prescribed by a physician, orthopaedic shoes and foot appliances which are specially designed and melded for the covered person, shall be covered to a maximum of \$300.00 in any one (1) calendar year. Charges for the rental of, or at the insurance company's option, the purchase of (if the company determines that the cost of purchase is less than the anticipated total cost of rental: a manual wheelchair, a standard hospital bed (excluding electric hospital beds). Where the insurance company deems it necessary, a motorized wheelchair may be substituted. These charges will only be allowable if approved and prescribed by a physician and if occurred while insured under this policy or a previous policy which was replaced by this policy. Charges for the rental of, or at the insurance company's option, purchase of the following therapeutic equipment, provided the equipment is approved and prescribed by a licensed physician and required due to a proven medical condition:

- diabetic monitoring and administration equipment,
- transcutaneous nerve stimulator,
- cervical collar,
- aerosol equipment,
- mist tents and nebulizers (excluding humidifiers and vaporizers),
- traction apparatus,
- mozes detector,
- apnea monitor,
- peak flow meter.

Coverage for any therapeutic equipment will be subject to fifty (50) percent co-insurance and the lifetime maximum for any covered person will be \$1,000.00 for any one (1) or like piece of therapeutic equipment.

Charges for the initial placement of ono-myoelectric limb, artificial eyes, mastectomy forms including two (2) surgical bras in one (1) calendar year.

Charges for the subsequent replacement of artificial limbs and eyes where a physical change in the covered person necessitates the replacement, mastectomy forms once every five (5) years where medically necessary.

Laboratory Expenses – Charges for diagnostic laboratory and x-ray expenses performed by a legally qualified person excluding charges for services provided by a physician in the course of the private practice of medicine.

Eye Exams – Charges for eye examinations performed by an optometrist or ophthalmologist provided no part of the cost is covered by any government plan. Charges are limited to one (1) exam per twenty-four (24) months, and one (1) per twelve (12) months for dependent children under age twenty-one (21).

Hearing Aids – Charges for the cost of, repair (excluding batteries or routine maintenance) of and installation of a hearing aid(s) purchased on the written recommendation of an audiologist, subject to a maximum benefit of \$500.00 in any five (5) calendar years.

Eligible Charges Outside Canada – There is a sixty (60) day trip limitation.

Emergency – Charges for medical care, services, or supplies resulting from a medical emergency occurring while travelling outside Canada, if you are or your dependent is covered under a provincial medical plan, and treatment could have not been delayed until return to Canada. The lifetime maximum amount is \$1,000,000. The reimbursement percentage is one hundred (100) percent.

Referral – If you are referred by a physician to an acute care hospital outside of Canada for care for which there is no medically sufficient alternative in Canada and prior approval was obtained from your government health insurance plan, or if you have a dependent who is a full-time student outside of Canada, reimbursement will be limited to what would have been reimbursed if the services had been provided to your own province of residence. The lifetime maximum amount is \$50,000.00. The reimbursement percentage is one hundred (100) percent.

Crown MedAssist – A MedAssist card is provided to you under this benefit. You should always carry it with you if you are travelling out of your province of residence. Contact the plan administrator (Christine Day) for a copy of booklet, if you are planning a trip out of province. MedAssist helps with:

- locating medical or hospital care and evacuation, if necessary;
- communicating with local doctors and hospital staff;
- finding legal or financial assistance;
- sending an urgent message home;
- transferring emergency funds; and
- verifying your insurance coverage.

If you are travelling out of the province, the following additional benefits for a medical emergency may be payable:

- accommodation and missed flights to \$1,000.00;
- visits by a family member – airfare to \$1,000.00 and accommodation per day (five (5) day maximum) to \$150.00;
- child care to \$1,500.00;
- return of vehicle to \$1,000.00;
- local burial or repatriation to \$2,000.00; and
- medical evacuation based on the most economical and appropriate transportation for one trip per medical emergency.

Limitations

No amount is paid by Great West Life under this benefit for charges:

- medical examination for the use of a third party;
- any care, service or supply in connection with change in gender;
- obtaining further medical information regarding claims for covered expenses, or any expenses incurred for the completion of claim forms;
- charges which are not permitted by law/legislation for the insurance company to cover. Any changes to provincial legislation or the government health insurance plan will not automatically result in a change of coverage provided under this Policy;
- cosmetic surgery, services or treatment, which are not necessary for treatment of a sickness or injury;
- the failure of any covered person to make claim for and receive benefits within the time and in the manner prescribed under or pursuant to the government health insurance plan to which they are entitled. If a covered person is not a member

of a government health insurance plan by reason of having “opted-out”, or for any other reason is not a member of a government health insurance plan the employee will be deemed, for the purposes of this Policy, to be a member of the government health insurance plan;

- extra charges which may result due to the physician opting-out of the government health insurance plan;
- the renovation or alteration in any physical way to a covered person’s residence, vehicles, or place of business, including the filtration or purification, whether mechanical or electronic, of air, water or other environmental factors;
- the repair or alteration of any prosthetic device incurred after the initial placement and fitting or charges incurred due to the replacement of any prosthetic device unless the replacement is due to a change in the covered person’s physical condition;
- private or semi-private room charges in an acute care hospital where the type of care is primarily custodial care or while awaiting admission to a custodial care facility;
- the purchase of a myoelectric controlled prosthetic. However, the insurance company will pay an amount equal to the reasonable and customary charges of non-myoelectric prosthetic device;
- charges for any method of contraception other than covered drugs.

Termination by Age

Coverage terminates on the earlier of the date you attain age seventy (70), or retirement, unless otherwise specified in the policy. Coverage for a child (non-student) terminates at attained age twenty-one (21). Coverage for a child (student) terminates at attained age twenty-five (25).

VISION CARE

Charges resulting from visual services or supplies recommended by a licensed optometrist or ophthalmologist are payable.

Eligible Charges

Frames, lenses, contacts, and eye services not covered by any government plan.

Benefit Amount

The maximum amount is \$200.00 for each consecutive two (2) year period for you/your spouse or your child. The reimbursement percentage is one hundred (100) percent.

Limitations

No amount is payable under this benefit for charges incurred:

- for sunglasses or any tinted prescription glasses with other than a No. 1 or 2 tint; or
- in connection with special procedures.

Termination by Age

Coverage terminates on the earlier of the date you attain age seventy (70), or retirement, unless otherwise specified in the Policy. Coverage for a child (non-student) terminates at attained age twenty-one (21). Coverage for a child (student) terminates at attained age twenty-five (25).

AMENDMENTS TO THE EXTENDED HEALTH CARE PLAN

Retirees Class

As of January 1st of 2002, **Great West Life** is adding an eligible class for retirees (no dependents) with at least fifteen (15) years of service to be eligible for coverage. The retiree pays the premium to SGEU/SAMA Benefit's Committee. This coverage will be to age sixty-five (65), with the maximum of \$10,000.00 lifetime per insured and with no out of country coverage. An employee, upon reaching retirement, notifies SGEU/SAMA Benefits Committee and requests to be transferred into this Class with the above provisions.