

SASKATCHEWAN WORKERS' COMPENSATION BOARD

January 1, 2013 –
December 31, 2016



COLLECTIVE AGREEMENT

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

THE SASKATCHEWAN WORKERS'
COMPENSATION BOARD

AND
SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION

JANUARY 1, 2013 TO DECEMBER 31, 2016

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ARTICLES OF AN AGREEMENT made in duplicate this 20th day of August, 2013.

B E T W E E N

THE SASKATCHEWAN WORKERS' COMPENSATION BOARD,
hereinafter referred to as "The Employer",

OF THE FIRST PART;

A N D

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

OF THE SECOND PART.

WHEREAS, it is the desire of all parties to this Agreement to maintain the existing harmonious relationship between the Employer and the members of the Union, to promote co-operation and understanding between the Employer and the employees, to recognize the mutual value of joint discussions, and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, to encourage economy of operation 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 the covenants, conditions, stipulations and provisions herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

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

- 1.1 "Act" means the Workers' Compensation Act, 1979.
- 1.2 "Union" means the Saskatchewan Government and General Employees' Union.
- 1.3 "Employee" shall mean any person covered by this Agreement whose employment extends beyond thirty (30) consecutive calendar days, excluding however,

Application Development Manager
Case Management Team Leader (7)
Chief Executive Officer
Chief Medical Officer
Compensation & Benefits Specialist
Director Board Services

Director Case Management (2 –1 North & 1 South)
Director Finance & Administration
Director Human Resources
Director Information Technology Services
Director Planning & Communication
Director Revenue & Employer Accounts
Director Safety & Return to Work
Director Team Support
Executive Administrative Assistant to Board Members
Executive Administrative Assistant to CEO
Executive Administrative Assistant to the Chair
Executive Assistant to the CEO
Executive Director Prevention
Executive Information Officer
Executive Inquiry & Information Officer
Executive Secretary to Vice Presidents
Fair Practices Officer
Human Resources Advisors (2)
Human Resources Assistant
Manager Administrative Support
Manager Appeals
Manager Case Management Support
Manager Communication
Manager Core HR Services
Manager Corporate Policy
Manager Employee Development
Manager Employee Relations
Manager Facilities
Manager Financial Resources
Manager Health Care Services
Manager Internal Audit
Manager Program Evaluation
Manager Stakeholder Relations
Manager Technical Support Services
Manager Vocational Services Support
Medical Consultants
Project Manager CSIS
Project Manager Lotus Notes
Project Manager REA, Financial Services
Project Manager Support Services
Senior Database Administrator
Solicitor
Team Leader Audit & Collections
Team Leader Claims Entitlement
Team Leader Employer Accounts
Team Leader Research & Revenue Services
Vice President HR & Team Support

Vice President Operations
Vice President Prevention, Finance & IT

- 1.4 "Employer" means the Saskatchewan Workers' Compensation Board.
- 1.5 "He", "His", or "Him" includes a reference to persons of the feminine gender wherever the facts or context so require or vice versa.
- 1.6 "Year" means the fiscal year of the Employer (January 1 to December 31).

ARTICLE 2 UNION RECOGNITION

- 2.1 The Employer agrees to recognize the Saskatchewan Government and General Employees' Union as the sole Collective Bargaining Agent of the said employees and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives in any and all matters affecting the relationship of employment between the employees and the Employer, provided that it is understood and agreed by and between the parties that the bargaining representatives and their actions must at all times be approved by the employees of the Employer themselves.
- 2.2 The Employer will provide bulletin facilities to be designated for Union use only. Bulletin facilities will be provided, where practicable, on each floor where WCB in-scope employees work. The Union may use space on the employer's electronic "Bulletin Board" for Union business.
 - 2.2.1 The employer shall provide an on-site Union office space, with furniture and phone.
- 2.3 New employees will be introduced to a member of the local Negotiating Committee as part of their orientation on their first day of employment. A Committee member or a Steward will be permitted thirty (30) minutes during the first thirty (30) calendar days of employment to interview the new employees and arrange for the completion of Union membership.
- 2.4 Stewards may investigate grievances/disputes on work time provided they make appropriate arrangements with the supervisor(s) involved and that their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.
- 2.5 Where an elected employee representative is requested by the Employer to attend a meeting, the Employer shall give reasonable notice in order to ensure that the representative has adequate time to notify their supervisor of the meeting. Reasonable notice shall be defined as notification as soon as the commitment is known. Time spent at meetings called at the request of the Employer shall be on work time.

ARTICLE 3 NO DISCRIMINATION

- 3.1 The Union supports the principle of maintaining a workplace free of discrimination. The Employer must not discriminate against any employee in employment or in any condition of employment because of age, sex, race, creed, colour, national origin, religion, marital status, family relationship (except in cases where an employee will be subject to direct supervision from a relative), place of residence, political affiliation or activity (except where an employee uses privileged information obtained through his/her employment with the Workers' Compensation Board for political purposes), sexual orientation, physical disability nor by membership or activity in the Union.

ARTICLE 4 MAINTENANCE OF MEMBERSHIP

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

ARTICLE 5 CHECK-OFF

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

The employer shall remit the same to the Executive Director of Operations of the union prior to the twentieth (20th) day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made. Such list may be transferred electronically by the employer to the union.

ARTICLE 6 PAY PLAN

- 6.1 The hourly rates of pay as outlined in the appropriate appendices shall be effective from **January 1, 2013 to December 31, 2016.**
- 6.1.1 The Employer agrees to recognize the principle of equal pay for equal work

regardless of the sex of the employee.

- 6.1.2 No employer or person acting on behalf of an employer shall discriminate between his male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee, or vice versa, where such employees are employed by him for similar work which is performed in the same establishment under similar working conditions and the performance of which requires similar skill, effort and responsibility, except where such payment is made pursuant to seniority and increment provisions.

6.2 Scope & Qualifications

- 6.2.1 Whenever a position is either newly created or changed, the Employer will provide the Union with a job description, proposed pay rate and rationale for the new class or changes. The job description will contain qualifications, skills required, list of abilities and level of experience. This information will be provided a minimum of ten (10) days prior to posting or implementing changes.
- 6.2.2 The Employer will bargain collectively for the exclusion, or inclusion of the position in the Collective Agreement. If the parties cannot agree on exclusion or inclusion, they shall jointly refer the dispute to the Labour Relations Board for adjudication. The Labour Relations Board's decision shall be final and binding on both parties.
- 6.2.3 When changes are made to the qualifications of a position, employees currently in the position and whom have passed probation or those who reapply within three (3) years of exiting the position, provided they have previously passed probation in that position, shall be deemed to meet the new qualifications.
- 6.2.4 If an employee applies for a position after having exited the position for a period of three (3) years or greater, and the qualifications have changed during that absence, they would be required to show how they meet the changed qualifications.
- 6.2.5 If an employee applies for a position that they previously held and qualifications have not changed, they would be considered qualified.

6.3 In-Hiring at Minimum Rates in the Scales

- 6.3.1 The in-hiring rates of pay, notwithstanding any deficiencies by employees in qualification requirements as expressed in the Joint Job Evaluation Plan, shall be at least the minimum expressed in the Collective Agreement.
- 6.3.2 The Employer may, in the interests of efficient administration, recognize

previous experience of a new employee by placing him at a wage rate above the minimum, but not exceeding the maximum, of the pay range assigned to the position to be filled.

Full details and reasons for such actions are to be given to the Union, within three (3) business days of finalizing the offer to the new employee. The Union or its agents are provided the opportunity to make representation, if so desired, to the Employer regarding the offer prior to the employment of the new employee.

- 6.3.2.1 Within one week of the commencement of employment the Employer shall publicize all in-hirings above the minimum rate, indicating the rate at which the new employee has been employed.
- 6.3.3 When a new employee is engaged at a salary above the minimum for the class because of credit for previous experience, every other employee in that class who within thirty (30) days of the in-hiring rate being published applies to Human Resources and who has had similar experience (not previously credited) shall be entitled to credit on the same basis with that given to the new employee. Any adjustment to the employee's rate will be effective from the date of application for consideration.

6.4 Payment Periods

- 6.4.1 Salary will be paid on Thursday of every second week. When these days fall on Statutory Holidays, salary will be paid on the business day preceding the scheduled pay day.
- 6.4.2 Every employee shall receive with their salary a statement showing gross salary, deductions from salary, and salary payable.
- 6.4.3 Compensation for overtime or temporary performance of higher duties shall be paid in the pay period immediately following that in which it was earned. Payment for overtime or temporary performance of higher duties shall be accompanied by a statement as per Article 6.4.2.

6.5 Annual Increments

- 6.5.1 Subject to 6.5.3, employees shall receive annual increment increases on each succeeding anniversary date until maximum is reached.
- 6.5.2 When an employee commences service, their anniversary shall date from the first of that month.
- 6.5.3 An increment may be withheld by the Employer on a recommendation of a Department Head supported by an unsatisfactory report. The Employer shall notify the employee in writing of such action thirty (30) calendar days prior to the increment date and give reasons therefore. In the event the employee is

not served with such notice at least thirty (30) calendar days 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 should be withheld shall rest on the Employer.

- 6.5.4 When an employee returns to work after more than ninety (90) consecutive days leave of absence without pay or lay-off, they will be eligible to receive, an increment after one (1) year of actual service less credit toward increment that was earned prior to the lay-off or leave of absence. The date upon which the employee becomes entitled to the increment will be his new increment date. When the leave is occasioned by reason of injury and compensable under the Act, or as a result of maternity leave, adoption leave, **parental** leave, and education leave, there shall be no change in the increment date regardless of the length of the leave of absence.

6.6 Changes in Pay Range

- 6.6.1 If a new and higher pay range is assigned to a position within a class, the employee shall move to that step in the pay range for the new class corresponding to the step in the previous pay range at which the employee was being paid.

- 6.6.2 If a new and lower pay range is assigned to a position within a class, the employee shall remain at his present salary until the anniversary date of his appointment, at which time his salary shall be adjusted to the next higher rate in the new range, unless his present salary is above the maximum of the new range, in which case his salary shall remain unchanged until the new range exceeds his current range.

6.6.3 Temporary Employees Who Change Pay Ranges

Temporary employees will be assigned a home pay range, including any increments they receive, based on their initial position with the employer. This pay range will continue to be their home pay range until such time as they are appointed to a permanent position and complete, if required, a probationary period **or they complete a probation period in another temporary/term position.**

When a temporary employee changes positions which results in a change in pay range the following principles will apply:

- (a) for a temporary employee, a promotion shall be defined as moving to any position that has a pay range higher than that established in the home pay range. When a temporary employee is promoted the rate of pay shall be adjusted to the minimum of the new pay range that is not less than 10% above the employee's home pay range, subject to any increments that would have been received had they remained in their home pay range from the initial hire.
- (b) for temporary employees demotion shall be defined as moving to any

position that has a pay range lower than that established in the home pay range.

- (c) when a temporary employee moves to a lower pay range, above their home pay range, the promotion formula (Article 6.7.1) will be applied to their home pay range as if they had remained in this range for their entire tenure.

6.7 Promotion

- 6.7.1 On promotion an employee's rate of pay shall be adjusted to the minimum of the new range or to a rate in the new range that is not less than 10% above the employee's current rate. **If the addition of ten percent (10%) 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.** The employee shall retain their increment date.

- 6.7.2 Any employee who reverts during probation to his most recent position shall be placed at his former salary rate subject to any increments that he would have received had he stayed in his former position.

6.8 Demotion

6.8.1 Voluntary (Employee Initiated):

When an employee voluntarily demotes to a position having a lower pay range their increment date shall not change. Their rate of pay shall be adjusted:

- (1) To the same step in the new range as they were in their former range (step to step).

Involuntary (Employer Initiated):

- (1) Whenever their current hourly rate of pay (prior to the demotion) is above the maximum of the classification into which they are being demoted, their salary shall be reduced to the maximum of the new range.
- (2) Whenever their current hourly rate of pay (prior to the demotion) is within the range of the classification into which they are being demoted, they shall hold their current rate of pay.
- (3) The employee's increment date shall not change.

- 6.8.2 Thirty (30) calendar days' notice shall be given to an employee who is to be demoted involuntarily. Notice of intention to demote shall be given to the employee in writing and shall set out in detail the reasons therefore **and the position that they will be placed in. The Employer shall place the employee in a suitable vacancy for which the employee is qualified. No permanent employee will be bumped as a result of an involuntary demotion. If no suitable vacancy exists, the Employer may create a temporary vacancy. When placed in a temporary vacancy, the**

employee will continue to retain permanent status and will be moved to a suitable permanent vacancy when such becomes available. A copy of the notice shall be supplied concurrently to a duly elected representative of the Union.

6.9 Re-employment After Lay-Off

6.9.1 Where an employee is re-employed after lay-off, in the same or a similar position as that which he held prior to lay-off, he shall be paid at the step in the range in effect at the time of lay-off.

6.9.2 Where, after lay-off, an employee is employed in a position having a lower pay range than that which he held prior to lay-off, he shall be paid as follows:

6.9.2.1 At the step in the range, in keeping with the time spent (cumulative) in the employ of the employer.

6.9.3 Where, after a lay-off, an employee is employed in a position that has a higher pay range than that which he held prior to lay-off, he shall be paid at the minimum rate in the new position, except where the rate of his former position exceeded the minimum rate for the new position in which case he shall be paid at the rate in the new range nearer to his former rate.

6.10 Temporary Performance of Higher Position Duties (TPHD)

6.10.1 Definitions

6.10.1.1 TPHD is to be used when filling a work assignment of six (6) months or less. These assignments may result from either the temporary absence of an incumbent or a new position having a short-term duration. Longer assignments and/or new positions having a predetermined duration of over six (6) months shall be filled in accordance with Article 10.2.

6.10.1.2 For purposes of Article 6.10 “senior qualified” and “qualified” shall mean preference shall first be given to the senior qualified individual who has already been trained to do the required work.

6.10.2 Assignments to temporary performance of higher position duties shall be offered **by geographic location** to the senior qualified employee in the **applicable Unit (e.g. Registry, Document Processing, Medical Accounts, Facilities, etc.), where applicable and then by Department, (e.g. Operations, Finance, Prevention, Administration, etc.).** All TPHD shall be voluntary.

6.10.3 When there is no appointment/acceptance of TPHD from within the department, the Employer will consider, before hiring outside applicants,

senior qualified employees:

1. within the geographic location from other departments and/or
2. senior qualified employees from the lay-off list in that location.

- 6.10.4 In instances where the employer utilizes an expression of interest notice to fill the TPHD requirements, if the senior qualified applicant withdraws within 30 days of their selection the employer will choose the next qualified applicant from the original notice rather than reposting.
- 6.10.5 Assignments of less than one day, on a one-time or on an irregular basis shall not be considered for salary adjustments.
- 6.10.6 Assignments of partial days on a regular basis shall be considered as TPHD assignments. Such partial days shall be totalled into full days and submitted for payment once a month.
- 6.10.7 Employees on TPHD shall be paid at the TPHD rate for all designated holidays.
- 6.10.8 On TPHD the promotion formula outlined in Article 6.7 shall apply. An employee carrying out temporary performance of higher position duties shall not necessarily be considered for temporary performance of higher position duties in positions on the same level.
- 6.10.9 Temporary performance of higher duties must be authorized by the Department Head or the designate.
- 6.10.10 No temporary performance of higher duties will be paid solely as a result of the 5/4 work week.
- 6.10.11 An employee's earned day off during a period when they perform temporary performance of higher duties will be counted as a day worked for temporary performance of higher duties entitlement.
- 6.10.12 Working TPHD which may involve a rescheduling of EDO does not constitute overtime. Time earned towards EDO's will be honoured and taken at a time mutually agreed between the supervisor and the employee.
- 6.10.13 Except for Section 6.10.2, 6.10.3 and 6.10.4, the provisions of Article 6.10 shall apply to an employee who temporarily performs the duties of a higher paid out-of-scope position.

6.11 Overtime

- 6.11.1 All overtime will be voluntary except in the case of emergencies as defined

by the Labour Standards Act: "any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the Employer".

- 6.11.2 Payment for hours of work per day performed by an employee in excess of his normal working hours per day shall be at double time.
- 6.11.3 Time worked on Saturdays, Sundays, **EDO's** and designated holidays shall be paid at double time.
- 6.11.4 The Employer will, on request by an employee, grant double time off in lieu of payment for overtime worked, **except in extenuating circumstances where business needs will prevent the scheduling of time in lieu.** Such time off will be taken at a time mutually acceptable to the employee and his department.

An Employee's time in lieu bank will be paid out twice per year (May 1st and November 1st). Any time that has not been used or scheduled for use by May 1st or November 1st shall be paid out based on the rate of pay in effect when the overtime was worked.

- 6.11.5 Hours of overtime worked shall be calculated to the nearest one-quarter (1/4) hour.
- 6.11.6 Overtime worked under one-quarter (1/4) hour in any one day shall not be considered in calculating overtime.
- 6.11.7 Overtime worked in a position having a higher pay range than ones present pay range shall be paid at the appropriate rate in the higher pay range. **Voluntary overtime worked in a position having a lower pay range that one's present pay range shall be paid at the appropriate rate in the lower pay range.**

6.11.8 Childcare Reimbursement

Employees who are required to work emergency overtime shall be entitled to reasonable costs incurred in obtaining child care if no other member of the family is available to provide such care. Such allowance is not intended to reimburse the employee for child care expenses which would have normally been incurred.

6.11.9 Call Back

6.11.9.1 Definition – Call Back

Call back is where an employee is required to return to work to deal with an

emergency situation which had not been foreseen or planned for.

6.11.9.2 A minimum of two (2) hours pay at overtime rates shall be paid when an employee is called back after normal hours, on days of rest or designated holidays.

6.11.9.3 When called back to work after normal hours, on days of rest or designated holidays, transportation will be paid at prevailing Public Service Commission rates for personal mileage or when no car is available, taxi fare shall be paid upon prior approval of whomever calls back the employee.

6.11.10 Overtime for Non Field Employees

6.11.10.1 Employees shall not be required to work overtime unless receiving prior authorization, preferably in writing. Such authorization to be supplied to the employee by his Department Head or Designate.

6.11.10.2 Overtime in emergency situations may be authorized orally. In such instances the written authorization order will be issued to the employee on the following business day.

6.11.10.3 Where the Department Head or Designate has knowledge that an employee is working overtime and they do not cause them to stop working overtime, they shall be deemed to have permitted such employee to work overtime. All **employees** remaining on the premises after normal working hours should obtain their supervisor's permission.

6.11.11 Overtime for Field Employees

6.11.11.1 Field employees while in their home office, who work in excess of thirty-eight (38) hours and fifty-five (55) minutes on a five (5) day week or thirty-one (31) hours and eight (8) minutes on a four (4) day week will be entitled to payment at overtime rates. Such overtime is to receive verbal authorization if not practicable to obtain written authorization. In such instances the written authorization order will be issued to the employee as soon as practicable.

6.11.11.2 It is recognized that the hours of work for field staff may not be as regular when working away from the office (out of town). When field staff voluntarily work more than thirty-eight (38) hours and fifty five (55) minutes on five (5) day week or thirty-one (31) hours and eight (8) minutes on a four (4) day week the hours may be accumulated and taken as equivalent time off during a period that is reasonable and mutually acceptable to the employee and management.

6.12 Shift Differential

6.12.1 In addition to the regular rates of pay, a shift differential in the amount of 70

cents per hour shall be paid for hour worked between the hours of 6:00 p.m. and 6:00 a.m. Shift differential shall not be part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

6.13 Long Service Bonus

- 6.13.1 Employees who have completed thirty (30) years of service or more shall receive an annual bonus equivalent to five (5) days pay at the employee's current hourly rate of pay paid directly to the employee's Registered Retirement Savings Plan (RSP).
- 6.13.2 The bonus shall be paid in the first pay period immediately following the employee's anniversary date.
- 6.13.3 In the event the employee has reached their RSP contribution limit for the taxation year, they shall be eligible to receive the bonus directly, subject to all statutory deductions. The onus shall be on the employee to advise the Employer of their RSP limitations.

ARTICLE 7 STANDBY - INFORMATION TECHNOLOGY SERVICES

- 7.1 Employees in the Information Technology Services Department who are requested by Management to be on standby, shall receive payment for each hour on standby on the basis of the following formula:

$$\frac{\text{No. of hours on standby} \times 8.5\% \times \text{current mo. salary} \times 12}{52 \times \text{hours of work in normal work week}}$$

ARTICLE 8 HOURS OF WORK

8.1 Regular Hours

Except where it is stated otherwise in this Article all employees shall have the option of working:

- (a) Monday through Friday
8:00 a.m. to 12:00 noon
1:00 p.m. to 4:47 p.m.
with every second Friday off on a scheduled basis (5/4)
or
- (b) Monday through Friday
8:30 a.m. to 12:00 noon
1:00 p.m. to 4:30 p.m.
- (c) In cases where the Employer believes noon hour coverage is warranted, the employee lunch breaks may be scheduled between 11:00am and 2:00pm. The Union agrees to co-operate with the Employer in determining an employee rotational coverage schedule. Consideration shall be given to the employee's circumstances prior to

implementation of the schedule.

- (d) EDO's shall normally be taken on a Friday except at the employee's request, and mutually agreed to by the employer, they may be scheduled to another work day.

8.1.1 Field employees may have hours of work that are not regular when they are away from their home office (out-of-town). These arrangements must be mutually acceptable to both the employee and the employer.

8.1.2 The regular daily hours of work for Office Cleaners shall be from **11:47 A.M. to 4:47 P.M.**

8.1.3 The hours of work for Technical Support Analysts shall be:

6:30 a.m. to 11:00 a.m. and 12:00 p.m. to 3:17 p.m. or
7:00 a.m. to 11:00 a.m. and 12:00 p.m. to 3:47 p.m. or
8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:47 p.m. or
11:00 a.m. to 3:30 p.m. and 4:30 p.m. to 7:17 p.m.

on a rotating basis with every second Friday off on a scheduled basis.

8.1.3.1 The one (1) hour break during the evening shift may be waived, and the starting and ending times may be adjusted.

8.1.4 Employees can opt, as per Article 8.1, to change systems by giving thirty (30) calendar days notice to their Supervisors, however, they must remain in the system for at least six (6) months. Consideration may be given to periods of less than six (6) months where the employee provides reasons for such requests.

8.1.5 If an employee is ill on their earned day off, there will be no other day assigned and no charge against their sick credits.

8.1.6 Should an earned day off fall on a designated holiday, as per Article 20.1 of the Agreement, the following working day will be granted as a day off in lieu.

8.1.7 For employees, who opt for the hours of work outlined in Article 8.1 (a) overtime will be considered only after working more than seven (7) hours and forty-seven (47) minutes per day. For employees who opt for the hours of work outlined in Article 8.1 (b) overtime will be considered only after working seven (7) hours per day.

8.1.8 New employees shall work the hours described in Section 8.1(b) until the cycle begins for their position at which time they will go on the hours of work as per Section 8.1(a) or have the option of remaining on hours as per 8.1(b).

8.1.9 When an employee who is on this system is promoted, transferred or demoted, he must wait for the cycle of that position before continuing on with

these hours of work. During that time he will work the hours of work described in Section 8.1(b). The number of days they have worked the extra time will be deducted from the first cycle of his new position OR he will continue working the hours described in Section 8.1(a) and take one-half (1/2) day off during the afternoon of the following Friday and then on Monday following commence the usual two-week cycle for the position into which he has moved.

- 8.1.10 Leave for sickness or pressing necessity, designated holiday or vacation will not interrupt the system. Employees accumulate the time towards the day off regardless.

8.1.11 Flexible Start and Stop Time

Employees may request and Management may approve flexible start and stop times in accordance with the following provisions:

- (a) Employees' core hours are 8:00 a.m. - 4:47 p.m.
- (b) Employees shall not start earlier than 6:30 a.m. and finish no later than 8:00 p.m.
- (c) Employees shall take a minimum one-half (1/2) hour lunch break.
- (d) Once the work arrangements have been agreed to they will continue unless thirty (30) days notice is given by either party to terminate the arrangement.
- (e) The Union may request periodic reports related to flexible hours worked by employees from Human Resources for the purpose of review.
- (f) Normal hours of work shall be an average 35 hour week.
- (g) Where a flex time request is not granted, at the request of the Union, the Employer will provide written rationale for not granting the request.

8.2 Coffee Breaks

- 8.2.1 Employees shall be entitled to two (2) fifteen (15) minute coffee breaks, one to be taken during the morning and one to be taken during the afternoon.
- 8.2.2 Coffee breaks shall be scheduled to meet the needs of the Employer. Shift workers shall be entitled to two (2) fifteen (15) minute coffee breaks per shift.
- 8.2.3 Employees working overtime of four (4) consecutive hours will be entitled to one (1) fifteen (15) minute coffee break within these four (4) hours.

ARTICLE 9 SENIORITY

- 9.1 Seniority is defined as the total length of service in the Bargaining Unit. Seniority shall not apply during the initial probationary period, but once completed seniority shall be credited from the time an employee last entered the service of the Employer. Seniority shall operate on a bargaining unit

wide basis.

9.1.1 Maintenance and Accrual

Seniority shall be maintained and accrue during:

- a) All periods of paid leave.
- b) Leave of absence without pay for periods not exceeding ninety (90) days.
- c) Maternity leave.
- d) Adoption leave.
- e) Paternity leave.
- f) Layoff up to and including ninety (90) days.
- g) Wage replacement benefits for a period of 2 years or less for Workers' Compensation benefits, SGI benefits, and Long Term Disability benefits.
- h) **El compassionate leave.**
- i) **Education leave for permanent employees.**
- j) **Union Leave or Leave for a Union position.**
- k) **Any time for active Canadian War Service or Canadian Armed forces Peacekeeping Services abroad.**

9.1.2 Maintenance of Seniority

Seniority shall be maintained, but shall not accrue during:

- a) Periods of leaves of absence over ninety (90) days.
- b) Layoff over ninety (90) days.
- c) Appointments to an out-of-scope position.
- d) Wage replacement benefits for a period longer than 2 years for Workers' Compensation benefits, SGI benefits, and Long Term Disability benefits.

9.1.3 Loss of Seniority

An employee shall lose seniority in the event the employee:

- a) Is discharged for just cause, and not reinstated.
- b) Layoff for more than two (2) consecutive years.
- c) Voluntarily terminates.
- d) Failure to comply with the recall provisions of Article 13.

9.1.4 The Employer agrees to provide a seniority list to the Union by January 30 of each year.

9.1.5 Where the Union demonstrates that an employee's seniority is incorrect, the Employer shall make required adjustments. Seniority reviews shall be limited to the accrual since the last posted seniority list (employees, through the Union shall have the right to challenge their entire seniority accrual up to January 30, 2014).

ARTICLE 10 NOTICE OF VACANCY OR NEW POSITION

10.1 Posting Information

Subject to Article 10.1.1, the Employer shall post a notice inviting applications from its employees for all permanent vacancies, new permanent positions and for new temporary positions or vacancies over six (6) months in duration.

The rules of posting shall be:

- a) Positions in Pay Group 8 and 9 and/or the Medical Officer need not be posted.
- b) Temporary employees shall, based on their qualifications, have first opportunity to fill permanent vacancies, prior to the vacancy being offered to an outside applicant.
- c) All posting shall be **accessible through the Employer's intranet service**.
- d) Posting will occur within ten (10) business days of the Employer being aware of the vacancy or new position.
- e) Should the expected start date occur beyond 45 days from the date of posting the Employer shall provide the rationale to the Union with an opportunity for discussion between the parties.
- f) If the Employer does not intend to fill the vacancy, notice of abolition or abeyance of the vacated positions shall be given to the union five (5) business days in advance of notification to the membership. During this period the union will be afforded the opportunity to discuss the decision with the Employer.
- g) Positions shall be posted for a period of:
 - (i) not less than six (6) business days for positions in class one (1) to four (4)
 - (ii) not less than 5 (five) business days for all other positions
- h) Postings shall include the following information:
 - (i) class title
 - (ii) pay range
 - (iii) department or locality
 - (iv) an outline of the primary duties and responsibilities
 - (v) qualifications **and competencies** required
 - (vi) a defined duration in cases of temporary vacancies
 - (vii) the position expected start date
 - (viii) standard underfill language

10.1.1 Permanent employees with rights pursuant to section 13.7.1 and permanent employees in a temporary holding position as a result of lay off shall be considered for vacant or newly created permanent positions prior to the position being posted for competition. The position will be offered to the senior qualified person on the list for that particular class of positions.

10.2 Temporary Vacancies

- 10.2.1 Temporary vacancies are unfilled positions having a definite end date of longer than six (6) months. These positions must be posted in accordance with Article 10. Successful applicants shall be provided with a written start and completion date. **Where temporary appointments are extended by the Employer, the new completion date will be communicated in writing (letter or e-mail) to the employee and the union.**
- 10.2.2 In order to facilitate posting temporary vacancies or temporary positions of six (6) months or longer, during the posting process the Employer may backfill the vacancy in accordance with Article 6.10.
- 10.2.3 When an employee is promoted temporarily, their salary shall be adjusted as per Article 6.7.1. When the temporary promotion ends, the employee shall revert to their former position at their former salary rate subject to any increments that they would have received in their former position.
- 10.2.4 The Employer and the Union may negotiate the arrangements for temporary positions, if the work involved will not be of sufficient duration to justify the making of a permanent **position. These positions must be posted in accordance with Article 10. Successful applicants shall be provided with a written start and completion date.**
- 10.2.5 If the temporary position extends beyond eighteen (18) months, the position will be deemed necessary and result in a permanent posting for that position. If a temporary position is ended and within three months, another temporary position is created entailing the same nature of work, and the duration of the positions combined extend beyond eighteen (18) months, this position will be deemed necessary and will result in a permanent posting for that position. Management may request an extension of the time frame of a specific temporary position that will be negotiated between the parties. Whenever possible, notice of the request for the extension will be given 30 days prior to the expiration of the term of the position.

10.3 Secondments

- 10.3.1 Secondments will be defined as the voluntary appointment or assignment of an employee from their regular job to that of a special project. The employer agrees to negotiate the terms and conditions of each secondment with the Union prior to staffing the position. Whenever a secondment occurs an expression of interest posting will be created.

10.4 Selection Process

10.4.1 Selection Panel

Prior to posting of a position, the parties shall establish a selection panel that will be comprised of: one representative from the department, one representative from Human Resources, and one representative from the Union.

The Union shall have the right to have a representative at any deliberations of any selection panel for the purpose of filling a position. The Union will endeavour to have a trained representative available to attend any selection panel meeting. The Union in no way forfeits its rights to the grievance process in Article 23. Management does not forfeit its right to make the final decision with respect to all appointments.

Subject to Article 6.2 the selection panel shall confirm the qualifications for the position prior to posting. All employment and promotional examinations shall be competitive and shall utilize a fair test of the applicant's qualifications.

No test or question in any application or examination shall be constructed to call for or lead to disclosure of any information, preference, or opinions concerning an applicant's political, religious, fraternal or racial affiliation. Any such disclosure or information revealed shall be disregarded.

10.4.2 Interviewing Candidates

Following the closing date for the receipt of applications, the Employer will notify the Union representative of those persons applying. At all internal in-scope competition interviews where an existing employee has applied, the Union will endeavour to have a Selection Panel Representative in attendance. The role of the Union Selection Panel Representative shall be as a full participant in the selection process.

The Selection Panel shall review and approve the Interview Guide and any other assessment tool to be used during the assessment of the candidates for a position in order to ensure that the applicant's knowledge, skill and abilities for the position are properly assessed against the posted qualifications.

The panel shall ensure that the applicant is afforded the opportunity for an unbiased evaluation of their application (including the information that is obtained through the interview process).

The union selection panel representative may request that the senior applicant receive an interview. The employer, through the Human Resources Department, shall contact the panel representative as much in advance of the interview as possible, giving the time, date, and location of the interview.

External candidates will receive the same competency interview and

assessment of qualifications that internal applicants received.

10.4.3 Appointment

Selection for In-scope Vacancies

- a) Selection for in-scope vacancies or temporary assignments of six (6) months or greater will be offered to the senior qualified applicant (including employees on the lay off list).

Qualifications include the knowledge, skills, abilities and attributes necessary for the position shall be as contained in the current job description and as outlined in the job posting.

If the senior qualified applicant chosen for the position withdraws their application within thirty (30) days of their selection the employer will choose the next qualified applicant from the original posting rather than re-posting.

- b) If it is determined that there are no qualified applicants for the position and the employer decides to underfill the position, the employer will select the internal or external applicant that most closely matches the posted qualifications.

If the overall qualifications of external and internal applicants are deemed to be equal the internal applicant will be given preference. The employer shall notify the union of their selection and rationale.

Upon successful completion of the probationary period the employee will become eligible for increments one year from that date. This date will become the Employee's anniversary date for future salary increments. Where an underfill process is used to fill a vacancy, the employee awarded the position will be deemed qualified on all other postings of the job provided they have passed probation in that position and the qualifications of the job haven't changed.

- c) An employee selected to fill a vacancy will be moved to that position within forty-five (45) calendar days of the posted start date for that position. If, however, an employee is not moved to the new position within this time frame and the position they are moving to is a higher salaried position, their salary shall be adjusted to that of the new position.
- d) Should there be a delay in moving an employee to higher salaried position and that delay is a result of that employee's absences, then the length of time of the delay is not to be included as part of the forty-five (45) calendar days.
- e) The Employer will advise the Union of the selection not later than ten (10)

business days following the closing date of the interview process. If an external applicant is appointed to the position the Employer shall include the applicants experience and education.

- f) If the applicant with the greatest total seniority is not selected, the Employer will inform the Union of their selection prior to informing the applicants of the decision of the Employer. The Union may discuss with the Employer the reasons for their decision. These discussions are without prejudice to further action under the grievance procedure, and the Employer will on request provide a written statement setting out the reasons for not promoting the senior applicant.
- g) If the senior applicant is not selected, they shall have the right to appeal against the Employer's decision through the grievance procedure. Any other employee who made application for the position and who is senior to the selected candidate may also make such an appeal. An applicant who has not completed the initial probationary period shall not have the right of grievance. Employees who have not completed the subsequent probationary period in their new position shall only have the right of grievance on jobs that are a promotion (higher pay range).
- h) All grievance appeals to be heard under this Article shall be filed with the Employer within five (5) business days of the date on which the Employer informed the employee of their selection under Article 10. All grievances received within this time limit shall be heard on the same date.

10.5 Qualification Period

- 10.5.1 Employees who have been promoted or transferred into an "office" position shall serve a six (6) month probationary period. Employees who have been promoted or transferred into a "field" position shall serve a probationary period of nine (9) months.
- 10.5.2 The probation period for any employee may be extended once for a maximum of one hundred and twenty (120) days beyond the foregoing periods by mutual agreement between the parties to this Agreement providing that the request for extension is made prior to the expiry date of the probationary period.

10.6 Reversion Rights

- 10.6.1 At any time during the subsequent probationary period, the Employer or the employee may serve written notice terminating the appointment. Upon termination the employee shall revert to their former position without loss of any benefits that they may have earned had they not been promoted. If said former position has been abolished, they will have options provided in

Articles 13.5 and 13.10.

10.6.2 Any other employees displaced through the application of the reversion provisions shall also have the right to revert to their former position.

10.6.3 Should the reversion result in a change in location to another city the employee will qualify for relocation benefits as per Article 10.8. **This article shall not apply, however, where an employee has voluntarily decided to revert.**

10.7 Excluded Positions

10.7.1 An employee who is appointed to an excluded position shall have the right to revert to their most recent position within nine (9) months from the date they moved into the excluded position.

10.7.2 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 appropriate benefits and protections afforded by this Agreement, **with the exception of Articles 6 and 8.**

10.7.3 Vacancies or new positions created outside the scope of this Agreement shall be bulletined.

10.7.4 An excluded employee will not accumulate seniority while outside the scope of the Agreement.

10.8 Allowance on Promotion and Transfer

10.8.1 An employee whose headquarters is changed shall be allowed reasonable expenses for the transportation of their household goods and their families to the new location. Sustenance at the current Public Service Commission rates for hotel and meal allowance shall apply for "up to a maximum of thirty (30) days" if the employee has not been able to secure a self-contained domicile.

10.8.2 In special circumstances a married employee may claim up to a maximum of two (2) calendar days' sustenance for his family (at Public Service Commission rates) at the new headquarters.

10.8.3 An employee who contracts for board and/or room in a private residence shall only receive their out-of-pocket expenses up to a maximum of the P.S.C. rates.

10.9 Involuntary Transfer

10.9.1 An employee who is transferred involuntarily to a location involving a change

of headquarters shall be entitled to payment for the following benefits in the manner and amount prescribed:

- 10.9.2 Employees who are involuntarily transferred from one headquarters to another at the employer's direction are entitled to payment of reasonable real estate and legal fees to a combined maximum of six thousand dollars (\$6,000.00). Incurred costs shall be in accordance with the current employer's policy.
- 10.9.3 A maximum of four (4) business days leave with pay for the purpose of buying, renting or leasing a home. Transportation, accommodation and sustenance shall be paid (at Public Service Commission rates) to the employee for their own, their spouse and their dependent children's expenses during this four-day day period.
- 10.9.4 The employee shall be entitled to reimbursement for reasonable costs incurred in obtaining child care during the aforementioned four-day period.
- 10.9.5 The cost of insured storage of household furniture and effects for a period of up to one (1) month, if necessary.
- 10.9.6 An incidental relocation allowance of \$500 (no receipts required) or \$800 (with receipts) to assist with such items as disconnecting and connecting appliances, drapery and floor covering alterations, etc.
- 10.9.7 A maximum of one (1) month's rent on an employee's house or suite lease if the lease cannot be terminated without cost to the employee.
- 10.9.8 An employee who holds permanent status in the position which is being transferred shall have the right to refuse the move and bump in accordance with the layoff article.

ARTICLE 11 REORGANIZATION

- 11.1 When, as a result of reorganization, a position is reallocated, the Union will receive thirty (30) calendar days advance notice of any reallocations and may request meetings to resolve any matters of disagreement.
- 11.2 The employee shall have the right, through the Union, to request and obtain a review of the correctness of the allocation of her position.
- 11.3 Disputes arising between the parties may be processed in accordance with Article 24 or 25.

ARTICLE 12 POSITION RECONSIDERATION REQUESTS

- 12.1 All requests by employees for reconsideration of their position shall be submitted to the Union. Either the Union and/or Employer may also request

reconsideration of a position as set out in Article 6.0 of the Job Evaluation Implementation and Maintenance Agreement. The reconsideration will be completed by the **Employer** within eight (8) weeks of the submission.

- 12.2 The decision of the **Employer** shall be binding upon the parties and all employees affected, subject to the terms of the Job Evaluation Implementation and Maintenance Agreement.
- 12.3 If a position is rated at a higher pay group the position shall be paid in accordance with the provisions of Article 6.6.1 and the increase shall be effective on the date the reconsideration request was initiated or the date of the review by the **Employer** whichever is earlier.
- 12.4 If a position is rated at a lower pay group the incumbent shall be paid in accordance with provisions of Article 6.6.2 and this change shall be effective on the date that the employee is notified of the rating by **the Employer**. The Employer, the Union and the Employee shall work together to provide opportunities to move the employee(s) out from the situation.

ARTICLE 13 LAY OFF

- 13.1 The Employer shall inform the Union of possible layoffs at least sixty (60) calendar days in advance of the issuance of notice to the employee(s). Minimum notice to be given to employees will be thirty (30) calendar days written notice. If their period of employment is five (5) years or more but less than ten (10) years, then the employee will receive six (6) weeks written notice. If their period of employment is ten (10) years or more, then the employee will receive eight (8) weeks written notice. Temporary employees will receive a minimum of seven (7) calendar days notice however notice of layoff shall be deemed to be given where a definite term is stated at the commencement of the period of employment. The Union and the Employer shall review each position affected.
- 13.2 A permanent employee may not be laid off while any temporary employee occupies a position in the same classification.
- 13.3 **It is understood that where notice is required under Article 13, such notice can be substituted with pay in lieu of notice.**
- 13.4 Except in the case of dismissal for misconduct, the employer shall give seven (7) calendar days' notice in writing to any probationary employee or temporary employee which it intends to layoff provided that a sum equal to seven (7) calendar days' salary in lieu of such notice shall be paid to such employee in lieu of such notice.
- 13.5 Permanent employees subject to lay-off, shall have the right to exercise one of the following options:

13.5.1 To go on lay-off.

13.5.2 To exercise their total seniority to bump (displace) the employee with the least total seniority in the following order:

- 1) Within their own position
 - (a) in their geographical location or
 - (b) at the employee's option company wide.
- 2) Any position for which they are qualified
 - (a) within their own pay band in their geographical location or
 - (b) at the employee's option, their own pay band company wide.
- 3) Any position for which they are qualified
 - (a) within a lower pay band in their geographical location or
 - (b) at the employee's option, within a lower pay band company wide.

Prior to bumping (displacing) another employee, permanent employees will be considered for vacant positions within their pay band. For each subsequent bump in each pay band that takes place, vacant positions will be considered the "least senior position" for placement.

13.5.3 In the event a person exercises their ability to bump and is subsequently unsuccessful in their probation or reverts from the position, those who have been displaced from their positions as a result of the bumps shall revert to their previous positions at their former salary rate, subject to any increments they would have received had they remained in their former position.

13.6 Lay Off Temporary Employees

13.6.1 Temporary employees who have passed their probationary period in pay group 6 to 9 (six to nine) and whose job is being terminated **prior to the completion date (as per Article 10.2)** shall be eligible to bump into other temporary jobs having a duration left longer than thirty (30) days, provided they hold the qualifications for the job and have more service time than the incumbent.

13.6.2 Temporary employees who have passed their probationary period in pay group 1 to 5 (one to five) and whose job is being terminated **prior to the completion date (as per Article 10.2)** shall be given other available temporary jobs having a duration of longer than forty-five (45)) days, provided they hold the qualifications for the job and have more service time than the incumbent.

13.6.3 Prior to bumping (displacing) another employee, temporary employees will be considered for vacant temporary positions within their pay band. In the

event of subsequent bumps in each pay band that takes place, vacant temporary positions will be considered the “least senior position” for placement.

13.7 Recall

13.7.1 Employees will be called back, provided they are qualified for the position to be filled, in the following order:

- (a) Permanent employees
- (b) Temporary employee

13.7.2 The call-back will be on the basis of total seniority **or length of service in the Bargaining Unit**. No call-back shall result in a promotion to any employee.

13.7.3 A permanent employee who has exercised his bumping rights or who has been laid off shall have his name placed on a lay off list for the position he occupied at the time and for such other related positions for which he is deemed to be qualified.

13.7.4 Temporary employees who have been laid off shall have their names placed on a rehire list **provided they can confirm their availability as per Article 13.8 (iii)**.

13.7.5 Permanent and/or temporary employees shall be eligible for recall to any position that is of an equal or lower level to the one they were laid off from provided they are senior qualified.

13.8 Re-employment rights shall lapse consequent upon any of the following:

- (i) at the conclusion of twenty-four (24) consecutive months on the layoff list.
- (ii) at the conclusion of twenty-four (24) consecutive months on the rehire list.
- (iii) failure to reply within ten (10) business days to telephone or email notice of recall.
- (iv) failure to report for work within the time set by the employer, such time to be not less than fourteen (14) calendar days.

13.8.1 The foregoing procedures, except for bumping privileges (Articles 13.5 and 13.6), shall apply to persons who have been promoted to excluded positions from positions within the scope of the bargaining Agreement. Such persons shall not be entitled to count for seniority purposes any time worked in an out-of-scope position.

13.9 Benefits While on Lay-Off

13.9.1 While on lay-off, employees shall be entitled to earned benefits as follows:

- (i) Thirty days (30) or less: vacation leave, sick leave, seniority and increments.
- (ii) Ninety days (90) or less: sick leave, seniority and increments.
- (iii) More than ninety (90) days: no benefits except as provided in Article 6.5.4 covering leave under The Worker's Compensation Act, 1979.
- (iv) After two (2) years of service, temporary employees shall earn benefits.
- (v) After five (5) years of service, temporary employees shall be entitled to severance pay, provided they choose not to bump or be placed on the re-hire list.

13.10 Severance Pay

13.10.1 An employee in either of the following categories:

- (a) One whose job has been abolished and who elects to resign; or
- (b) One who elects to go on the lay off list and who does not receive a call-back before the expiry of the two-year limit;

shall be entitled to severance pay on the basis of one week's pay for each year of service commencing with the second year. Pay will be calculated on the basis of the employee's rate of pay at time of resignation or when he last went on the lay-off list. Part years of service will be pro rated.

ARTICLE 14 PROBATION

14.1 Normally all probationary periods shall be served continuously and without interruption. All probationary periods will automatically be extended by the equivalent of time the employee is away. The only exception to this is in the case of approved Leaves of Absence under ten (10) work days.

14.2 Initial Probation

14.2.1 The initial employment of every person shall be on a probationary basis for the following periods:

- (a) Field positions - 9 months
- (b) All other positions - 6 months

14.2.2 At the start of their initial probationary period, employees will be advised of the expectations regarding standard of performance.

14.2.3 At any time during the probationary period, the Employer may, in writing, **including the reasons**, confirm or annul an appointment.

14.2.4 The Employer will act to confirm, extend, or annul an appointment prior to the expiry date of the probationary period.

14.3 Extending Probation

14.3.1 The probationary period for any employee may be extended for a maximum of one hundred and twenty (120) calendar days beyond the foregoing periods by mutual agreement between the parties to this Agreement providing that the request for extension is made within the time frame of the initial probationary period.

14.4 Intermittent Probation

14.4.1 An employee will pass probation if they have served in a position for intermittent periods of ninety (90) calendar days or more, providing two (2) satisfactory evaluations have been completed for the same position or the cumulative total of one hundred and eighty (180) calendar days has lapsed.

14.5 Subsequent Probation

14.5.1 Employees who have been promoted or transferred into another position shall serve a subsequent probation period as set out in Article 10.5.1.

14.6 Probation on Demotion

14.6.1 (a) A permanent employee who voluntarily demotes shall not be required to serve a probationary period, if the position they are demoting to is one in which they have previously attained permanent status.

(b) In other cases of voluntary demotion a probationary period shall be required and upon failure, the employee shall have the right to reversion as in Article 10.6 or to exercise options available in Article 13, Lay-off.

14.6.2 (a) No probationary period shall be required to be served by a permanent employee who has been demoted involuntarily into a position in which he has previously attained permanent status.

(b) In other cases of involuntary demotion, a probationary period shall be required and upon failure the employee shall exercise options available in Article 13, Lay-off.

14.7 When an employee has failed to pass probation for a position the employee must wait a period of six (6) months before reapplying for the same position. The employee shall demonstrate that she has the required competencies prior to reapplying.

ARTICLE 15 PROGRESSIVE DISCIPLINE

15.1 The parties to this Agreement recognize the principles of progressive

discipline:

- (1) verbal reprimand
- (2) written reprimand
- (3) suspension
- (4) dismissal

15.2 Discipline

- 15.2.1 The Employer and the Union recognize the difference between discipline and constructive job counselling and nothing is intended to restrict the Employer's right to counsel.
- 15.2.2 A copy of any document or other information placed on any employee's file which might at any time be the basis for disciplinary action or denial of promotion shall be supplied concurrently to the employee and to the Union.
- 15.2.3 An employee shall have the right to review their personnel file upon reasonable notice being given to the Employer. The employee shall have the right to respond in writing to any document contained therein and such response shall become part of the permanent record of the employee's file.
- 15.2.4 When the Employer wishes to meet with an employee to discuss matters that are disciplinary or likely to lead to discipline, the Employer shall inform the employee of the intent of the meeting and that they shall have the right to Union representation present during the meeting. If the employee declines Union representation, they must do so in writing.
- 15.3 If **within two (2) years following discipline**, there are no problems noted in the area for which the employee was disciplined, the Employer shall remove **the applicable written documents from the file**.

15.4 Dismissal Only for Cause

- 15.4.1 No employee shall be dismissed without good and sufficient cause to be stated in writing in the dismissal notice.
- 15.4.2 The Union shall be supplied with a copy of the dismissal notice to any employee.

ARTICLE 16 NOTICE OF RESIGNATION

16.1 Resignation of Permanent Employees

- 16.1.1 A permanent employee shall be expected to file written notice with the Employer of his intention to resign at least thirty (30) calendar days prior to the date upon which they intend to leave. The Employer, in its discretion, may waive any portion of that period of notice.

ARTICLE 17 ANNUAL VACATION LEAVE

- 17.1 During the first year of service and up to and including eight (8) years of service, employees shall be entitled to a vacation leave with pay of one and one-quarter (1 1/4) working days for each completed month of service (15 days per year).
- 17.1.1 Vacation accumulation rates will be determined by the employee's years of service as at their anniversary date each year.
- 17.1.2 Vacation leave accumulated may be taken at any time during the one (1) year period immediately following, subject to mutual agreement between the employee and the Employer.
- 17.2 Employees who have completed eight (8) years or more of service shall be entitled to twenty (20) scheduled working days' vacation leave with pay in that year and in each and every year thereafter. Employees who have completed fifteen (15) years or more service shall be entitled to twenty-five (25) scheduled working days' vacation leave with pay in that year and in each and every year thereafter. Employees who have completed twenty-two (22) years or more service shall be entitled to thirty (30) scheduled working days' vacation leave with pay in that year and in each and every year thereafter.
- 17.3 Pay in Lieu of Vacation**
- 17.3.1 Where the Employer finds it necessary to restrict vacation leave in whole or in part or where an employee, who has one or more years' service, leaves the service with unused vacation leave to his credit, the employee shall be entitled to receive pay in lieu thereof, in addition to all other amounts due, on the basis of the following formula:
- Number of unused vacation days X current monthly salary X 12
260
- 17.4 An employee who leaves the Employer's service prior to one (1) year, where no leave has been granted or taken, shall be paid, in addition to all other wages due, an amount equal to 3/52nds of their gross earnings for the period employed.
- 17.5 In the event of the death of an employee, any amounts normally due under the provisions of this Article, shall be paid to the spouse. Should there be some difficulty in making such determination, then these monies shall be paid to the employee's estate.

17.6 Retirement Allowance

17.6.1 An employee, having attained the age of sixty-five (65) years and entitled to superannuation, or an employee retiring at any time following the completion of thirty-five (35) years of service, shall be entitled in the year of retirement, to one (1) day's pay for each completed year of service up to a maximum of fifteen (15) days.

17.7 Preference for vacation leave shall, regardless of the position held or seniority, be rotated to ensure equality.

17.8 Vacation Carry Over

17.8.1 Employees shall be entitled to carry over any unused vacation entitlement to a maximum of five (5) days. Approval of vacation carryover resides with management and will be subject to business requirements. Employee's requesting additional carry over shall provide a written request and management shall provide a written response. Any vacation payout which may result shall be at the employee's current rate of pay.

17.9 An employee who terminates employment and who has been granted more vacation leave than is due shall have such overpayment deducted from any monies owing them by the Employer.

17.10 An employee shall be granted one (1) additional day's vacation for each designated holiday that may fall within their vacation leave.

17.11 In calculating the number of completed months of service which an employee has to their credit for the purpose of receiving pay in lieu of earned vacation leave, the number of days service in the first month of employment, if less than the full number of business days in that month, plus the number of days service in the final month of employment, if less than the full number of business days in that month, when equal to or greater than twenty-two (22) days shall count as a months service.

17.12 Illness During Vacation

17.12.1 If an employee's vacation leave is interrupted by illness or injury, and they are under a doctor's care and would not be able to work (if not on vacation) for a period of five (5) scheduled working days or more, such time may be considered as sick leave. The employee will be required to provide satisfactory medical evidence of their inability to work and duration of same.

17.12.2 The employee shall take the equivalent time as vacation leave at a date which is mutually agreeable to the employee and the Department.

ARTICLE 18 LEAVE FOR ILLNESS OR OTHER PRESSING NECESSITY

- 18.1 **Sick leave credits shall accrue on the basis of one and one-quarter (1 ¼) days for each month of service.** Any unused days of the foregoing amounts shall accumulate from year to year without limit.
- 18.1.1 (a) Sick leave credits for pressing necessity are limited to days earned in excess of twelve (12) days in each year of employment.
- (b) **The maximum credits available for pressing necessity will not exceed three (3) days per calendar year and credits available for pressing necessity leave will not accumulate from year to year.**
- (c) **Usage of sick credits for pressing necessity shall be restricted in a manner that ensures compliance with Federal Government Employment Insurance Regulations. Such compliance, helps to maintain lower Group Life Insurance Premiums for individual employees as per Article 33.6.**
- 18.2 Any employee who may be absent from duty on account of sickness or other pressing necessity must inform their immediate supervisor within the hour that they are to report for duty and the employees shall not be entitled to leave benefits prior to such notice unless the delay is shown to be justifiable by satisfactory evidence.
- 18.2.1 All employees are required to confirm their ongoing absences with their immediate supervisor on a regular basis. Employees shall submit a medical certificate if the expected period of leave is longer than **seven (7) calendar days**.
- 18.3 An employee to be entitled to payment of sick leave or other pressing necessity shall within seven (7) calendar days of return to duty, furnish his Department Head with a signed statement on the prescribed form provided by the Employer stating the date(s) of absence, reason(s) for absence, and name of person to whom absence was reported.
- 18.3.1 Should an employee not have sufficient credits as per Article 18.1, the employee shall be advanced up to five (5) days. This advance will be charged against the employee's sick leave credits in the twelve (12) months immediately after return or in the event the employee does not return, against any payment that the employer may owe to the employee upon termination. During this payback period, no further advances will be granted until their sick leave balance allows for it.
- 18.4 The Employer may require an employee to furnish a medical certificate for the purpose of determining entitlement to benefits. In cases of lengthy illness, the Employer may require periodic medical certificates. The cost of such certificates will be paid by the Employer.

- 18.5 The Employer reserves the right to call for an examination of **an** employee by an independent physician or specialist. **If such procedure is considered advisable the Employer shall give notice to the Union and discuss their rationale prior to notifying the employee.**
- 18.6 If any employee has met with an accident under circumstances entitling him to recover damages from a third party responsible, the Employer, at its discretion, instead of paying benefits under this Article, may make advances of loans to such employee to be repaid out of the amounts, if any, recovered by such employee from such third party by way of damage for lost time owing to said accident or otherwise.
- 18.7 An employee **having commenced employment prior to June 19, 2013 and who is** credited with unexpended sick leave shall, upon superannuation or termination of employment, receive a gratuity (not exceeding four (4) months' salary) in lieu of one-third (1/3) of the unexpended sick leave accumulated from date of employment to date of superannuation or termination of employment. Payment will be calculated on salary being paid at date of superannuation or termination of employment.
- 18.8 The Employer and the Union will work together to re-employ any employee who is unable to return to his normal duties as a result of an injury or illness where such is not covered by Article 21.2. In such circumstances, the Employer and the Union may agree to waive the provisions of Articles pertaining to vacancies, promotions, lay-offs and classifications.
- 18.8.1 An employee who is obliged to terminate his employment due to illness or disability and is not eligible for a pension under The Workmen's Compensation Superannuation Act, the Public Employees' Superannuation Plan, or the Pension Plan for Employees of Saskatchewan Workers' Compensation Board, shall be entitled to receive a gratuity based upon his unexpended accumulated sick leave from his date of employment to the date of his separation from the service, subject to negotiation.
- 18.9 If an employee dies after having been at least two (2) years in the service of the Employer and if, upon his death no pension under The Workmen's Compensation Superannuation Act, the Public Employees' Superannuation Plan, the Pension Plan for Employees of Saskatchewan Workers' Compensation Board, or compensation under the Workers' Compensation Act, 1979 is payable to their dependent spouse or children, an amount equal to two (2) months' salary shall be paid to their dependent spouse or such other dependents as the Employer may determine. This payment shall be in addition to any gratuity provided for in Article 18.7. Should there be some difficulty in making such determinations, then these monies shall be paid to the employee's estate.
- 18.10 In the event of the death of an employee when a pension is payable, any

amounts normally due the employee under the provisions of Article 18.7, shall be paid to their dependents as may be determined by the Employer. Should there be some difficulty in making such determinations, then these monies shall be paid to the employee's estate.

- 18.11 Holidays designated in Article 20 occurring during the period when an employee is on sick leave shall not be charged against the employee's sick leave credits.

18.12 Retroactive

- 18.12.1 Leave benefits shall be retroactive to the date on which the employee last entered the service of the Employer, provided that an employee who has returned to the service of the Employer, and has refunded their gratuity, shall have leave benefits retroactive to the original date of entry into the service of the Employer.

18.13 Exceeding the Allowance

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

- 18.14 Employees shall be entitled to request flexible hour arrangements on a temporary basis to accommodate appointments, special family events, etc.

18.15 Employee Crisis Leave

- 18.15.1 When an employee is required to seek shelter from an abusive spouse or enters a rehabilitation program for drug or alcohol abuse or battering, the employee shall be entitled to draw on unexpended sick leave or pressing necessity as per Article 18.1, vacation leave or shall be granted a leave of absence without pay.

ARTICLE 19 LEAVE OF ABSENCE

19.1 With Pay

19.1.1 Court Appearance/Jury Duty

- 19.1.1.1 Should an employee receive a subpoena or summons to appear in court as a witness or be called for jury duty, that amount of time away from their

regular duties shall be considered **paid leave**. The employee shall continue to be paid their regular salary **and entitled to all benefits**. Any fees received on the part of the employee are to be paid to the Workers' Compensation Board.

19.1.2 Bereavement Leave

- 19.1.2.1 An employee may be entitled to bereavement leave for a period of up to five (5) consecutive scheduled working days without loss of salary or benefits in the event of the death of a member of the employee's immediate family. For the purpose of granting bereavement leave, immediate family is defined as spouse (including common-law spouse, recognized partner), parent, child, sister, brother, mother-in-law, father-in-law, **brother-in-law or sister-in-law**, grandparents, spouse's grandparents or grandchildren.
- 19.1.2.2 Where an employee is required to administer bereavement responsibilities, the employee shall receive time off from work without loss of pay and benefits to a maximum of two (2) days.

19.2 Without Pay

- 19.2.1 Leave of absence of reasonable length of time without pay may be granted for justifiable reasons by the Employer upon the recommendation of the Department Head, to any employee, insofar as the regular operation of the Employer permits, providing reasonable notice is given to the head of the department to permit satisfactory arrangements being made for the performance of their work during their absence.
- 19.2.1.1 An employee who is granted a general leave for an indefinite period of time shall have their leave reviewed at the end of one year. If the leave is extended, with agreement of the Union, then the employee's position shall be posted permanently and when the employee returns they will receive the next vacant position equal to that held prior to the leave. In the interim they will be given a job and receive pay equal to that paid prior to the leave commencing.

19.2.2 Family Obligation Leave/Dependent Care

- 19.2.2.1 Employees shall be entitled to an unpaid leave of absence up to a maximum of six (6) months to attend to family obligations subject to the provisions of Article 19.7. Such leave is to be used for parenting or family obligations, emergencies or unforeseen circumstances, e.g. serious illness in immediate family, spousal transfers etc. (documentation is to be provided to justify leave).

19.3 Leave For Union Business

- 19.3.1 Where an employee is appointed a delegate to attend a convention or business meeting in connection with Union affairs, they shall, upon submitting reasonable notice (wherever possible in writing) to their supervisor or designate, be granted leave of absence without pay to attend such a meeting. Reasonable notice shall be defined as notification as soon as the commitment is known, preferably a minimum of three (3) calendar days in advance of the required leave.
- 19.3.2 An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted leave of absence with maintenance of seniority for a period of one (1) year. Such leave shall be renewed each year, upon request, during the term of office. Such employee shall continue to receive his salary and benefits from the Employer, conditional on reimbursement of such salary and costs by the Union to the Employer.
- 19.3.3 Where an employee is serving as a Union representative on a Selection Panel (in accordance with Article 10.4.1 or where otherwise provided for in the collective agreement) applicable time shall be considered Union leave. Such employee shall continue to receive his salary and benefits from the Employer, conditional on reimbursement of such salary and costs by the Union to the Employer.**
- 19.4 Maternity Leave**
- 19.4.1 An employee who has completed twenty (20) consecutive weeks of employment may submit an application in writing to her Department Head for leave under this section. This application must be made at least four (4) weeks before the date specified (in the application) as the day on which she intends to commence such leave. Upon provision of a medical certificate certifying that she is pregnant and specifying the estimated birth date, she is entitled to and shall be granted a maternity leave of a period not to exceed one (1) year, covering pre-birth, birth and post birth.
- 19.4.1.1 During the first seventeen (17) weeks of maternity leave (including the two (2) week waiting period) the employer agrees to provide the employee with a top up of Employment Insurance Benefits to seventy-five (75) percent of regular salary.
- 19.4.1.2 Employees receiving maternity leave top up benefits will be required to sign a promissory note for a return of service commitment for the same number of weeks that benefits were received.
- 19.4.2 Where an employee is temporarily disabled due to pregnancy and is subsequently certified fit to return to work prior to the estimated date of birth, providing five (5) working days notice has been provided to the employer, she shall be allowed to return to her former position on the date specified by

her physician.

19.4.3 While on maternity leave, an employee shall accumulate seniority for all time she would normally have been employed and be entitled to accumulate benefits as outlined in Article 19.7.

19.4.4 An employee shall have the right to access her sick leave credits during the health related portion of her maternity leave. The length of the required leave will be determined by the woman's physician. The physician will provide the employer with the necessary documentation. During the time the woman is on sick leave the employer will pay its usual share of benefit premiums.

19.5 Parental Leave

19.5.1 The Employer shall grant parental leave to an employee who has completed twenty (20) consecutive weeks of employment and who submits a written application to his Department Head for leave at least four (4) weeks before the date specified in the application as the day he intends to commence the leave.

19.5.1.1 During the first seventeen (17) weeks of parental leave (including the two (2) week waiting period) the employer agrees to provide the employee with a top up **of** Employment Insurance Benefits to seventy-five (75) percent of regular salary.

19.5.1.2 Employees receiving parental leave top up benefits will be required to sign a promissory note for a return of service commitment for the same number of weeks that benefits were received.

19.5.2 Parental leave shall consist of a period of not more than one (1) year. The leave may begin not more than six (6) weeks preceding the estimated date of birth and end not later than twelve (12) months following the actual date of birth.

19.5.3 While on parental leave, an employee shall accumulate seniority for the days he would normally have been employed and accumulate all other benefits as per Article 19.7.

19.6 Adoption Leave

19.6.1 The Employer shall grant adoption leave to an employee who has completed twenty (20) consecutive weeks of employment and who submits a written application to his Department Head for leave at least four (4) weeks where possible prior to the date of the adoption of the child.

19.6.1.1 During the first seventeen (17) weeks of adoption leave (including the two (2)

week waiting period) the employer agrees to provide the employee with a top up of Employment Insurance Benefits to seventy-five (75) percent of regular salary.

- 19.6.1.2 Employees receiving adoption leave top up benefits will be required to sign a promissory note for a return of service commitment for the same number of weeks that benefits were received.
- 19.6.2 Adoption leave shall consist of a period of not more than one (1) year commencing on the day the child becomes available for adoption.
- 19.6.3 While on adoption leave, an employee shall accumulate seniority for the days they would normally have been employed and accumulate all other benefits as per Article 19.7.

19.7 Benefits While on Leave of Absence Without Pay

- 19.7.1 While on leave of absence without pay, employees shall be entitled to earned benefits as follows:
 - 19.7.1.1 For the first thirty (30) consecutive days: vacation leave, sick leave, seniority and increments;
 - 19.7.1.2 For thirty-one (31) to ninety (90) consecutive days: sick leave, seniority and increments.
- 19.7.2 After ninety (90) consecutive days: no benefits except in instances as provided for under Article 6.5.4.
- 19.7.3 The benefits provided under Articles 19.7.1 shall apply only if an employee returns to work at the expiry of the leave of absence.

19.8 Return from Leave of Absence

- 19.8.1 On returning to work the employee shall be reinstated in their former permanent position prior to the leave. If their position during the leave is abolished the provisions of Article 13 shall apply.
- 19.8.2 Temporary employees returning from a Leave of Absence shall be offered a vacant temporary position in the same classification provided the employee has the qualifications for the position. If there are no vacant positions, the provisions of Article 13 shall apply.

ARTICLE 20 DESIGNATED HOLIDAYS

- 20.1 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 one additional day per contract year to be designated annually by negotiation and any Federal or Provincial declared holiday(s).

- 20.2.1 When any of the above holidays fall on a Sunday, the following Monday shall be a holiday in lieu thereof, provided that when Boxing Day falls on a Monday, the following Tuesday shall be a holiday in lieu thereof.
- 20.2.2 When a holiday falls on a Saturday, another working day off in lieu shall be granted.
- 20.3 Where an employee works on a holiday, at the request of the Employer, such employee shall be entitled to leave of absence with pay equivalent to two (2) times the hours worked on the holiday, and in addition shall receive their regular pay for the holiday. Where arrangements cannot be made for taking of the leave with pay at a time acceptable to the employee and their supervisor, the employee will receive pay equivalent to two (2) times the number of hours worked in addition to their regular pay for the holiday.

ARTICLE 21 WORKERS' COMPENSATION

- 21.1 When an employee is injured in the performance of his/her duties, or when an employee incurs an industrial illness, and the accident or illness is compensable under the provisions of the Workers' Compensation Act, 1979, the Employer shall pay such an employee for a period totaling one (1) year, an amount which, when combined with the Workers' Compensation payment (the insurer), shall ensure the maintenance of the employee's regular net pay.
 - 21.1.1 Net pay is defined as gross pay minus Income Tax, EI premiums and CPP premiums.
- 21.2 Following receipt of WCB insurance benefits for a period totaling one (1) year and prior to the expiration of a period of benefits totaling two (2) years or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive their normal earnings from the Employer and any payment from Workers' Compensation (the insurer) shall be paid directly to the Employer on behalf of the employee.
- 21.3 The difference between the employee's normal earnings and the payment received from workers' compensation (the insurer) will be charged against the employee's available sick leave credits.
- 21.4 The Employer and the Union will work together to re-employ any employee who is unable to return to their normal duties following a work injury. In such circumstances the Employer and the Union may agree to waive the provisions of Articles pertaining to vacancies, promotions, lay-offs and classifications.

ARTICLE 22 INTERPRETATION OF AGREEMENT

22.1 Negotiation

22.1.1 In the event of there arising any difference concerning the interpretation and application of any of the terms and provisions of the Agreement, upon the application of either party hereto and within a reasonable time after receipt of notice, representatives of both parties shall meet and seek to resolve such differences by negotiation.

22.2 Arbitration

22.2.1 Disputes arising out of the interpretation of the terms of this Agreement which cannot be adjusted upon negotiation between the parties to this Agreement shall be referred to a Board of Arbitration whose decision shall be final and binding upon both parties.

22.2.2 The Board of Arbitration shall consist of three (3) members, one nominated by the Employer, one nominated by the Union, and the third mutually acceptable to both parties. Expenses incurred in connection with negotiation before the Board of Arbitration shall be shared equally by both parties. The proceedings of the Board of Arbitration shall be conducted pursuant to the provisions of Article 24 to 27 inclusive of this Agreement.

ARTICLE 23 GRIEVANCE PROCEDURE

23.1 Subject to Article 10.4.3, notice of grievance is to be given within thirty (30) calendar days. In cases of alleged deprivation of monies or leave due to an employee, notice of grievance is to be given within one (1) year after the date on which the alleged deprivation occurred.

23.2 Pay Loss of Grievance Committee and Griever

23.2.1 No Workers' Compensation Board staff member of a grievance committee shall suffer any loss of pay for time lost in attending meetings with the Employer concerning grievances. A griever shall be allowed leave with pay to attend any meetings with management or attend Arbitration Board hearings, in the course of processing the grievance.

23.3 Procedure for Employee Aggrieved

23.3.1 Non-Formal Stage

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

23.3.2 Formal Stage

An aggrieved employee shall take a grievance to a Member of the Negotiating Committee or Shop Steward. The following sequence shall occur and will end at the employee's request or when the grievance has been settled to the satisfaction of the Union.

The Office Union Committee or Shop Steward will present the written grievance (a copy of which has been sent to the Director of Human Resources):

- (1) to the Department Head of the employee concerned. The Department Head shall reply in writing within five (5) business days. If there is no satisfactory resolution;
- (2) to the Vice President of the Department Head concerned within ten (10) business days of receiving the reply from the Department Head. The Vice President shall reply in writing within ten (10) business days. If there is no satisfactory resolution;
- (3) to the Chief Executive Officer (CEO) within ten (10) business days of receiving the reply from the appropriate Vice President. The CEO shall reply in writing within ten (10) business days. If there is no satisfactory resolution;
- (4) to either:
 - (a) Grievance Mediation - Appendix B
 - (b) Expedited Arbitration - Appendix B
 - (c) Full Panel Arbitration - Article 24.

23.3.3 Policy Grievances

Policy Grievances shall be filed by the Negotiating Committee with the Director of Human Resources at Step 2 of the aforementioned Grievance Procedure.

23.3.4 Failure to Act Within Time Limits

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

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

23.3.5 Full Disclosure

The parties to the grievance process agree with the principle of full

disclosure of available information at each step of the grievance procedure.

ARTICLE 24 BOARD OF ARBITRATION

- 24.1 Notice of Intention to arbitrate a grievance shall be served on the Employer in writing and in any case, not later than ten (10) business days following rejection of the grievance by the Employer.

ARTICLE 25 ESTABLISHMENT & COMPOSITION OF AN ARBITRATION BOARD

- 25.1 The Board of Arbitration shall consist of three (3) members, one nominated by the Employer, one nominated by the Union, and the third, the Chair, mutually agreeable to both parties. The Employer shall pay for the expenses incurred by the Employer's nominee and the Union shall pay for the expenses incurred by the Union's nominee. The expenses incurred by the Chair shall be shared equally by both parties.
- 25.2 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the Board by the applicant shall be included.
- 25.3 Within twelve (12) working days of receiving the notice, the party receiving notice shall furnish the name of its appointee to the Arbitration Board.
- 25.4 Within twelve (12) working days of the appointment of the second person, the two (2) appointees shall appoint a third member of the Board who shall be the Chair. If the two appointees fail to agree within the time limit, the Chair will be selected from the following list of arbitrators:

Francine Chad Smith
Sheila Denysiuk

Ken Stevenson

ARTICLE 26 PROCEEDINGS OF THE BOARD OF ARBITRATION

26.1 Time and Place of Meeting

- 26.1.1 The Chair shall set the time and place of sitting of a Board of Arbitration after consulting with the other members. The Chair shall notify the parties as to the time and place so set. The Board of Arbitration shall meet not later than seven (7) days after it has been constituted.

26.2 Inquiry by Board of Arbitration

- 26.2.1 A Board of Arbitration shall, in such manner as it thinks fit, expeditiously and carefully inquire into the grievance and all matters affecting the merits and rights of the parties to settlement thereof.

26.3 Mediation by Board of Arbitration

- 26.3.1 In the course of the hearings, the Board of Arbitration may make all such suggestions and do all such things as it deems right and proper for encouraging a fair and amicable settlement of the grievance and shall hear such representations as may be made on behalf of the parties and shall diligently seek to mediate between them.

26.4 Full and Fair Hearings

- 26.4.1 A Board of Arbitration may determine its own procedure and shall give full opportunity to all parties to present evidence and make representation.

26.5 Evidence

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

26.6 Representation

- 26.6.1 The parties before the Board of Arbitration may be represented by not more than two (2) persons each. The individual parties themselves shall be bound by the acts of their representative(s).

26.7 Proceedings in Absence of Parties

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

ARTICLE 27 DECISION OF THE BOARD OF ARBITRATION

- 27.1 The Board of Arbitration shall not have the power to amend, cancel or add to the terms of this Agreement and in rendering a decision shall be bound by the terms of the Agreement.
- 27.2 The decision of the majority shall be the decision of the Board of Arbitration and such decision shall be rendered in writing to both parties within fourteen (14) calendar days of the close of the hearings and shall be final and binding on both parties.

ARTICLE 28 TECHNOLOGICAL CHANGE

- 28.1 Prior to introducing technological change which would result in reassignment, relocation, reclassification, lay-off, or demotion of employees, the Employer will notify the Union of such change. This notification should

be given as early as possible, preferably at least one (1) year prior to the change. In any event, notice shall be given at least six (6) months prior to the change. Following such notification the Union must, within thirty (30) calendar days, advise the Employer if it wishes to negotiate the terms of such reassignment, relocation, reclassification, lay-off, demotion or an enhanced severance package of 2 weeks per year of service.

28.2 If so advised by the Union, the Employer will negotiate the reassignment, relocation, reclassification, lay-off or demotion of employees with the Union prior to discussion of any firm plans of such changes with an employee.

28.3 Where technological change will result in reassignment, relocation, reclassification, lay-off or demotion, such changes shall be made in the order of inverse seniority provided that the senior employees have the qualifications to perform the duties of the remaining positions. The Employer will provide a reasonable amount of retraining to assist remaining employees to acquire the skills necessary in some of the new technologies.

ARTICLE 29 TRAVEL ALLOWANCES

29.1 An employee will be allowed expenses as per the Public Service Commission's rates when travelling on Employer business. The Public Service Commission rates and amendments will be posted throughout the office as they are made available to the Employer.

29.2 Other Incidental Expenses

29.2.1 When an employee is required to stay overnight they are eligible for a five dollar (\$5.00) incidental overnight allowance. This allowance does not have to be detailed on an expense form nor supported by any receipts.

29.2.2 All employees when required to stay overnight will be entitled to a daily long distance call.

ARTICLE 30 STAFF EDUCATION

30.1 On written request from a permanent employee who has passed initial probation, or a temporary employee who has more than 2 years of service and has passed initial probation, the Worker's Compensation Board may provide Education Leave for a period of normally four (4) months. Requests for leave beyond four (4) months will be considered on an individual basis.

30.1.1 Request will be evaluated by Human Resources based on several factors including: an employee's length of service, job relevance of course, budgetary restraints and departmental recommendations. The Chief Executive Officer or designate will provide approval based on the recommendations of Human Resources.

- 30.2 The Employer will reimburse the employee for tuition and books when provided receipt(s) for registration. If the employee fails to successfully complete the course, those monies will be recovered by the Employer through payroll deductions over a time period corresponding to the length of the period of the course or the leave.
- 30.3 On return from leave, an employee must work for a period twice the period of leave taken and if he leaves the Workers' Compensation Board's employ, prior to working this time, must return a prorated portion of the costs to sponsor the program.
- 30.4 Where leave is taken without pay and not as time off in lieu of time worked or as paid leave, benefits will be accumulated as under Article 19.7 of this Agreement.
- 30.5 Departments will make every attempt to accommodate an employee to lessen the period of absence from work through the use of vacation leave or time off in lieu of time worked.

30.6 Training

- 30.6.1 Mandatory training is defined as any training, including attendance at conferences that an employee has been directed by management to take or to attend. The employer will reimburse the employee for registration and travel expenses. Participation in mandatory training as well as travel time that is in excess of the employee's regular hours of work, or on Saturday's, Sunday's and designated holidays shall be at double time.
- 30.6.2 Voluntary training is defined as any training including attendance at conferences that any employee has requested to take or attend, and has been approved by management. The employer will reimburse the employee for registration and travel expenses. There will be no payment for time spent in excess of his regular hours of work or on Saturday's, Sunday's and designated holidays.

ARTICLE 31 OCCUPATIONAL HEALTH AND SAFETY

- 31.1 As a matter of principle, both the Union and Employer recognize that Occupational Health and Safety is a shared concern of the parties. Both parties will endeavour co-operatively to maintain a safe work environment and will make recommendations to prevent and/or correct situations which threaten health and safety at the work place.
- 31.2 Joint Employer - Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two (2) members and not more than twelve (12) members, unless specifically agreed by all

members of the work place O.H.& S. Committee. At least one half (1/2) of the committee members shall be employees and each committee shall have Employer and Employee chairpersons, as appointed by their respective parties. The Union Representatives shall be elected by the membership and serve a term of no more than three (3) years. Incumbents may run for successive terms. Committees will act according to the Occupational Health and General regulations of Saskatchewan.

- 31.3 The Occupational Health and Safety Committees shall have a continuing concern with respect to the health and safety at the work place. The committees shall meet no less than quarterly. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the work place. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns. Minutes of committee meetings shall be posted in the work place and shall be made available concurrently to the Employer, the Union and the Occupational Health and Safety Branch.
- 31.4 Occupational Health and Safety Committees shall exhaust their procedures before any matter is referred to the Employer and the Union for negotiation or before the matter is dealt with under the grievance procedure.
- 31.5 Wherever possible, committee meetings shall be scheduled during normal working hours. Employee members of the committee shall suffer no loss of pay or other benefits for attendance at committee meetings. An employee who attends committee meetings outside of scheduled hours of work shall be credited the time as if worked.
- 31.6 Joint Occupational Health and Safety Committees may recommend reasonably practicable training measures designed to prevent occurrences of occupational health and safety problems related to the work place.
- 31.7 Subject to reasonable notice being given, all committee members shall be entitled to up to five (5) days leave without pay, per year, for the purpose of attending Occupational Health and Safety training courses, seminars or courses of instruction. However, where such training is provided by the Department of Human Resources, Labour and Employment, or jointly by the Union and Employer, employees exercising such leave shall suffer no loss of pay or benefits.
- 31.8 Video Display Terminal**
 - 31.8.1 Where work demands constant and uninterrupted concentration on the screen by the operator, the Employer will allow the operator five (5) minutes of non-visual display unit work after one (1) hour of operation and fifteen (15) minutes of non-visual display unit work after every two (2) hours of operation. The non-visual display unit work activity may coincide with

regular work breaks.

- 31.8.2 The Board shall grant leave of absence with pay up to a maximum of two (2) hours for employees to have the eye test in accordance with the Wellness Plan.

31.9 After Hours - Travel

- 31.9.1 Upon request any employee arriving or leaving the Employer's premises between the hours of work of 6:00 p.m. and 6:00 a.m. will be provided taxi fare to and from work, or will be escorted to their vehicle.

31.10 Work Location Safety

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

ARTICLE 32 RETURN-TO-WORK PROGRAM

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Employee and the Union. Where accommodations are made, the parties shall review such arrangements on an annual basis.

32.1 Purpose of a Return-to-Work Program

- 32.1.1 The Return-to-Work Program is designed to help return disabled employee(s) to the workplace as soon as it is possible.
- 32.1.2 The goal of Return-to-Work (RTW) is to return the disabled employee to their home position where possible. Where this is not possible, the Return-to-Work Team will work jointly with the employee to find alternatives.

32.2 Scope

- 32.2.1 This program applies to all employees of the Saskatchewan Workers Compensation Board. All employees who are disabled for any reason, including non-occupational injury / illness and occupational injury / illness will have access to this program.

32.3 Policy Statement

- 32.3.1 The Workers' Compensation Board and Saskatchewan Government and General Employees Union is committed to providing all employees with a healthy work environment encompassing safety and support for all employees, and will take any meaningful and practical steps necessary to

achieve and promote this commitment. Therefore, the Workers' Compensation Board has a Return-to-Work Program for employees who have sustained a disability.

- 32.3.2 The Workers' Compensation Board has a duty to accommodate disabled employees and is committed to returning them to a safe and productive job and work environment. The return-to-work process begins immediately after a disability occurs. Disabled employees have a duty to participate in the return-to-work process to the best of their ability and capacity.

The Workers' Compensation Board will work towards accommodating the disabled employee with an appropriate and timely return to work in his or her home position. If the original department is unable to return the employee back to their "home" position or a suitable position within the disabled employee's skills and abilities, an appropriate position within the organization will be sought. All attempts to place the employee in another area will be done in co-operation with the employee, management and the union, in an expedient manner.

- 32.3.3 Any employee's personal information will be held in confidence. Information of a personal nature will be released only with the approval of the employee.

- 32.3.4 All accommodations will be reviewed on an annual basis.**

ARTICLE 33 BENEFITS

33.1 Wellness Plan

- 33.1.1 WCB agrees to fund a Union Administered Wellness Plan at the rate of 1.6% of regular employee gross salary.
- 33.1.2 The Union will provide an audited statement annually to the Employer by March 31 of each year.
- 33.1.3 The SGEU will provide ongoing reporting as to the nature of plans or programs these funds are allocated to.
- 33.1.4 The WCB will not be responsible for any cost overruns which may occur in the allocation of funds.

33.2 PEPP

- 33.2.1 The Employer and the employees will continue to participate in and contribute at the rate of 7.25% each to the Public Employees Pension Plan (PEPP).

33.3 Long Term Disability Plan

- 33.3.1 Participation in the LTD Plan is mandatory. The plan is administered by SGEU and completely funded by employee contributions. Information regarding the plan can be obtained through your steward.

33.4 Employee and Family Assistance Plan

- 33.4.1 The Employer agrees to offer an Employee and Family Assistance Program (EFAP), the details of which are outlined in the company policies.

33.5 Dental Plan

- 33.5.1 The parties to this Agreement agree to participate in the Public Employees' Dental Plan under the conditions set forth by the Plan. The premiums for this Plan will be one hundred (100) percent paid by the Employer.

33.6 Insurance

- 33.6.1 The parties of this Agreement shall continue to participate in the group insurance plan sponsored by the Saskatchewan Government under the conditions set forth in the supplementary booklet covering the details of the plan, issued to each eligible employee. The Employer shall pay the cost of the first \$25,000 coverage including any EI rebate. The employee shall pay the balance of the premium and the premium for dependent coverage through payroll deduction. Participation in the plan shall be compulsory and a condition of employment for all eligible employees.
- 33.6.2 Employees on leave without pay must continue to pay their portion of the premium in order to maintain coverage.

ARTICLE 34 RESPECTFUL WORKPLACE

- 34.1 The Workers' Compensation Board and the Saskatchewan Government and General Employees' Union recognize the importance of maintaining a work environment that is free of harassment and will work jointly to achieve that goal. This applies to all persons employed by the Board and the contractors working with or for the Board. The filing of a complaint will not prejudice the job security or promotional opportunities of the complainant. All information and supporting witnesses relevant to a complaint shall be treated as privileged and strictly confidential.
- 34.2 Complaints shall be handled in accordance with the employer's Respectful Workplace policy. Amendments to this policy will be made through consultation and agreed to by the respective principles.

ARTICLE 35 CHANGES IN LEGISLATION AFFECTING THE AGREEMENT

- 35.1 Articles of the Agreement can be re-negotiated during the life of the Agreement should Provincial or Federal law(s) change which would make compliance with these particular sections a violation of the new law(s). The clauses will be re-negotiated to comply with the new legislation.

ARTICLE 36 DURATION OF AGREEMENT

- 36.1 This Agreement shall remain in full force and effect from the 1st day of January, A.D. **2013**, to the 31st day of December, A.D. **2016**, and thereafter from year to year subject to the provisions of Section 33 of The Trade Union Act, 1992, as amended.

36.2 Notice to Renegotiate

Either party may, not less than thirty (30) days nor more than sixty (60) days prior to the expiry date of this Agreement, give notice in writing to the other party to renegotiate a revision thereof. Both parties shall adhere to the terms of this Agreement until a new Agreement is negotiated.

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

IN WITNESS WHEREOF, the parties signatory hereto have caused these presents to be executed on the _____ day of _____ 2013.

SIGNED ON BEHALF OF
THE WORKERS'
COMPENSATION BOARD

Peter Federko, Chief Executive Officer

Trevor Hall

Peggy Marr

Jeremy Ashworth

Linda Forster

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

Hannah Gasper
Labour Relations Officer

Debbie Wallace, Chairperson

Cathie Doroshenko

Compensation – 2013 - 2016

1. Term of Agreement – January 1, 2013 – December 31, 2016
2. Monetary Package – 2013
 - (a) Effective January 1, 2013:
 - GW I - 2% applied to wages in effect as of January 1, 2013
 - full retro to January 1, 2013
 - increase doesn't apply to market adjusted staff nor anyone with an agreed-upon arrangement that states otherwise
 - Effective Date of Ratification (June 19, 2013)
 - \$500.00 lump sum payment to all active employees at date of ratification in lieu of language changes regarding pressing necessity, sick leave payout, and paid union time. Lump sum payments shall be pro rated for part-time employees and job share participants.
3. Monetary Package – 2014
 - (a) Effective January 1, 2014
 - GW I - 1.75% applied to wages in effect as of January 1, 2014 (inclusive of an adjustment in lieu of language changes regarding paid union time)
 - increase doesn't apply to market adjusted staff nor anyone with an agreed-upon arrangement that states otherwise
4. Monetary Package – 2015
 - (a) Effective January 1, 2015
 - GW I - 1.9% applied to wages in effect as of January 1, 2015
 - increase doesn't apply to market adjusted staff nor anyone with an agreed-upon arrangement that states otherwise.
5. Monetary Package – 2016
 - (a) Effective January 1, 2016
 - GW I - 1.6% applied to wages in effect as of January 1, 2016
 - increase doesn't apply to market adjusted staff nor anyone with an agreed-upon arrangement that states otherwise.
6. Employees who terminated during the 2013 calendar year may request, for a period of 30 days after signing, pro rata retroactive pay based on the portion of the year worked.

APPENDIX 'A-1' Pay Scales 2013 – 2016

Effective January 1, 2013

Pay Group 1	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	54,270.58	56,762.16	59,273.76	61,787.18	64,284.22	66,797.64	69,291.04
Biweekly	2,087.33	2,183.16	2,279.76	2,376.43	2,472.47	2,569.14	2,665.04
Hourly	29.819	31.188	32.568	33.949	35.321	36.702	38.072
Pay Group 2	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	51,214.80	53,575.34	55,935.88	58,300.06	60,660.60	63,021.14	65,396.24
Biweekly	1,969.80	2,060.59	2,151.38	2,242.31	2,333.10	2,423.89	2,515.24
Hourly	28.140	29.437	30.734	32.033	33.330	34.627	35.932
Pay Group 3	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	48,129.90	50,373.96	52,581.62	54,807.48	57,016.96	59,244.64	61,468.68
Biweekly	1,851.15	1,937.46	2,022.37	2,107.98	2,192.96	2,278.64	2,364.18
Hourly	26.445	27.678	28.891	30.114	31.328	32.552	33.774
Pay Group 4	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	45,095.96	47,156.20	49,243.74	51,318.54	53,393.34	55,466.32	57,539.30
Biweekly	1,734.46	1,813.70	1,893.99	1,973.79	2,053.59	2,133.32	2,213.05
Hourly	24.778	25.910	27.057	28.197	29.337	30.476	31.615
Pay Group 5	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	42,009.24	43,978.48	45,904.04	47,829.60	49,749.70	51,689.82	53,628.12
Biweekly	1,615.74	1,691.48	1,765.54	1,839.60	1,913.45	1,988.07	2,062.62
Hourly	23.082	24.164	25.222	26.280	27.335	28.401	29.466
Pay Group 6	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	38,989.86	40,778.92	42,566.16	44,355.22	46,144.28	47,927.88	49,713.30
Biweekly	1,499.61	1,568.42	1,637.16	1,705.97	1,774.78	1,843.38	1,912.05
Hourly	21.423	22.406	23.388	24.371	25.354	26.334	27.315
Pay Group 7	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	35,924.98	37,559.34	39,210.08	40,864.46	42,518.84	44,165.94	45,818.50
Biweekly	1,381.73	1,444.59	1,508.08	1,571.71	1,635.34	1,698.69	1,762.25
Hourly	19.739	20.637	21.544	22.453	23.362	24.267	25.175
Pay Group 8	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	32,887.40	34,372.52	35,872.20	37,370.06	38,891.58	40,391.26	41,876.38
Biweekly	1,264.90	1,322.02	1,379.70	1,437.31	1,495.83	1,553.51	1,610.63
Hourly	18.070	18.886	19.710	20.533	21.369	22.193	23.009
Pay Group 9	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	29,817.06	31,167.50	32,530.68	33,879.30	35,246.12	36,592.92	37,979.76
Biweekly	1,146.81	1,198.75	1,251.18	1,303.05	1,355.62	1,407.42	1,460.76
Hourly	16.383	17.125	17.874	18.615	19.366	20.106	20.868

JJEC Red Circled Positions as of Jan 1, 2003 – Pay Scales Effective Jan 1, 2013

Group RE4	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	44,165.94	46,104.24	48,146.28	50,339.38	52,581.62	54,927.60	57,421.00
Biweekly	1,698.69	1,773.24	1,851.78	1,936.13	2,022.37	2,112.60	2,208.50
Hourly	24.267	25.332	26.454	27.659	28.891	30.180	31.550
Group RE5	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	38,824.24	40,458.60	42,229.46	44,053.10	45,989.58	48,000.68	50,088.22
Biweekly	1,493.24	1,556.10	1,624.21	1,694.35	1,768.83	1,846.18	1,926.47
Hourly	21.332	22.230	23.203	24.205	25.269	26.374	27.521

Market Adjusted Positions as of July 1, 2012

MA1A	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	64,104.04	66,426.36	68,903.38	71,480.50	74,223.24	77,075.18	78,607.62
Biweekly	2,465.54	2,554.86	2,650.13	2,749.25	2,854.74	2,964.43	3,023.37
Hourly	35.222	36.498	37.859	39.275	40.782	42.349	43.191
MA1B	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	69,240.08	71,749.86	74,427.08	77,208.04	80,172.82	83,252.26	84,906.64
Biweekly	2,663.08	2,759.61	2,862.58	2,969.54	3,083.57	3,202.01	3,265.64
Hourly	38.044	39.423	40.894	42.422	44.051	45.743	46.652
MA1E	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	63,390.60	65,629.20	67,986.10	70,410.34	73,002.02	75,728.38	78,605.80
Biweekly	2,438.10	2,524.20	2,614.85	2,708.09	2,807.77	2,912.63	3,023.30
Hourly	34.830	36.060	37.355	38.687	40.111	41.609	43.190
MA1F	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	61,723.48	63,902.02	66,195.22	68,553.94	71,076.46	73,733.66	76,536.46
Biweekly	2,373.98	2,457.77	2,545.97	2,636.69	2,733.71	2,835.91	2,943.71
Hourly	33.914	35.111	36.371	37.667	39.053	40.513	42.053
MA1G	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	66,497.34	69,553.12	72,632.56	75,712.00	78,775.06	81,849.04	84,906.64
Biweekly	2,557.59	2,675.12	2,793.56	2,912.00	3,029.81	3,148.04	3,265.64
Hourly	36.537	38.216	39.908	41.600	43.283	44.972	46.652
MA3	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	61,681.62	63,867.44	66,162.46	68,632.20	71,072.82	73,722.74	76,536.46
Biweekly	2,372.37	2,456.44	2,544.71	2,639.70	2,733.57	2,835.49	2,943.71
Hourly	33.891	35.092	36.353	37.710	39.051	40.507	42.053

Co-op and Bursary Pay Scales Effective January 1, 2013

Type	Pay Group	I	II (Experienced Rate)	III
	ACCS1			
Co-op - Actuary, Engineering, Computer Science	M	3,366.39	3,490.31	3,591.01
	B	1,553.72	1,610.91	1,657.39
	H	22.196	23.013	23.677
	ADMN1			
Co-op - Administration	M	2,989.50	3,113.57	3,242.79
	B	1,379.77	1,437.03	1,496.67
	H	19.711	20.529	21.381
	BURS1			
Bursary Student	M	2,989.50	3,113.57	3,242.79
	B	1,379.77	1,437.03	1,496.67
	H	19.711	20.529	21.381

Appendix A – 1 Effective January 1, 2014

Pay Group 1	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	55,220.62	57,755.88	60,311.16	62,870.08	65,410.80	67,967.90	70,504.98
Biweekly	2,123.87	2,221.38	2,319.66	2,418.08	2,515.80	2,614.15	2,711.73
Hourly	30.341	31.734	33.138	34.544	35.940	37.345	38.739
Pay Group 2	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	52,112.06	54,514.46	56,915.04	59,321.08	61,723.48	64,124.06	66,541.02
Biweekly	2,004.31	2,096.71	2,189.04	2,281.58	2,373.98	2,466.31	2,559.27
Hourly	28.633	29.953	31.272	32.594	33.914	35.233	36.561
Pay Group 3	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	48,972.56	51,256.66	53,502.54	55,766.62	58,016.14	60,282.04	62,546.12
Biweekly	1,883.56	1,971.41	2,057.79	2,144.87	2,231.39	2,318.54	2,405.62
Hourly	26.908	28.163	29.397	30.641	31.877	33.122	34.366
Pay Group 4	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	45,885.84	47,982.48	50,106.42	52,217.62	54,328.82	56,438.20	58,547.58
Biweekly	1,764.84	1,845.48	1,927.17	2,008.37	2,089.57	2,170.70	2,251.83
Hourly	25.212	26.364	27.531	28.691	29.851	31.010	32.169
Pay Group 5	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	42,744.52	44,748.34	46,708.48	48,666.80	50,621.48	52,596.18	54,567.24
Biweekly	1,644.02	1,721.09	1,796.48	1,871.80	1,946.98	2,022.93	2,098.74
Hourly	23.486	24.587	25.664	26.740	27.814	28.899	29.982
Pay Group 6	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	39,672.36	41,494.18	43,312.36	45,132.36	46,952.36	48,766.90	50,585.08
Biweekly	1,525.86	1,595.93	1,665.86	1,735.86	1,805.86	1,875.65	1,945.58
Hourly	21.798	22.799	23.798	24.798	25.798	26.795	27.794
Pay Group 7	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	36,554.70	38,218.18	39,898.04	41,579.72	43,263.22	44,939.44	46,621.12
Biweekly	1,405.95	1,469.93	1,534.54	1,599.22	1,663.97	1,728.44	1,793.12
Hourly	20.085	20.999	21.922	22.846	23.771	24.692	25.616
Pay Group 8	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	33,464.34	34,974.94	36,500.10	38,025.26	39,572.26	41,099.24	42,609.84
Biweekly	1,287.09	1,345.19	1,403.85	1,462.51	1,522.01	1,580.74	1,638.84
Hourly	18.387	19.217	20.055	20.893	21.743	22.582	23.412
Pay Group 9	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	30,339.40	31,713.50	33,100.34	34,472.62	35,863.10	37,233.56	38,645.88
Biweekly	1,166.90	1,219.75	1,273.09	1,325.87	1,379.35	1,432.06	1,486.38
Hourly	16.670	17.425	18.187	18.941	19.705	20.458	21.234

JJEC Red Circled Positions as of Jan 1, 2003 – Pay Scales Effective Jan 1, 2014

Group RE4	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	44,939.44	46,912.32	48,988.94	51,222.08	53,502.54	55,890.38	58,427.46
Biweekly	1,728.44	1,804.32	1,884.19	1,970.08	2,057.79	2,149.63	2,247.21
Hourly	24.692	25.776	26.917	28.144	29.397	30.709	32.103
Group RE5	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	39,504.92	41,168.40	42,970.20	44,824.78	46,795.84	48,841.52	50,965.46
Biweekly	1,519.42	1,583.40	1,652.70	1,724.03	1,799.84	1,878.52	1,960.21
Hourly	21.706	22.620	23.610	24.629	25.712	26.836	28.003

Co-op and Bursary Pay Scales Effective January 1, 2014

Type	Pay Group	I	II	III
		(Experienced Rate)		
	ACCS1			
Co-op - Actuary, Engineering, Computer Science	M	3,425.39	3,551.43	3,653.95
	B	1,580.95	1,639.12	1,686.44
	H	22.585	23.416	24.092
	ADMN1			
Co-op - Administration	M	3,041.83	3,168.17	3,299.66
	B	1,403.92	1,462.23	1,522.92
	H	20.056	20.889	21.756
	BURS1			
Bursary Student	M	3,041.83	3,168.17	3,299.66
	B	1,403.92	1,462.23	1,522.92
	H	20.056	20.889	21.756

Appendix A – 1 Effective January 1, 2015

Pay Group 1	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	56,270.76	58,853.34	61,457.76	64,065.82	66,653.86	69,260.10	71,846.32
Biweekly	2,164.26	2,263.59	2,363.76	2,464.07	2,563.61	2,663.85	2,763.32
Hourly	30.918	32.337	33.768	35.201	36.623	38.055	39.476
Pay Group 2	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	53,103.96	55,551.86	57,997.94	60,449.48	62,897.38	65,343.46	67,805.92
Biweekly	2,042.46	2,136.61	2,230.69	2,324.98	2,419.13	2,513.21	2,607.92
Hourly	29.178	30.523	31.867	33.214	34.559	35.903	37.256
Pay Group 3	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	49,904.40	52,232.18	54,519.92	56,827.68	59,119.06	61,428.64	63,734.58
Biweekly	1,919.40	2,008.93	2,096.92	2,185.68	2,273.81	2,362.64	2,451.33
Hourly	27.420	28.699	29.956	31.224	32.483	33.752	35.019
Pay Group 4	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	46,759.44	48,894.30	51,060.10	53,211.34	55,362.58	57,512.00	59,661.42
Biweekly	1,798.44	1,880.55	1,963.85	2,046.59	2,129.33	2,212.00	2,294.67
Hourly	25.692	26.865	28.055	29.237	30.419	31.600	32.781
Pay Group 5	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	43,558.06	45,600.10	47,596.64	49,593.18	51,584.26	53,597.18	55,604.64
Biweekly	1,675.31	1,753.85	1,830.64	1,907.43	1,984.01	2,061.43	2,138.64
Hourly	23.933	25.055	26.152	27.249	28.343	29.449	30.552
Pay Group 6	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	40,427.66	42,284.06	44,136.82	45,991.40	47,845.98	49,695.10	51,547.86
Biweekly	1,554.91	1,626.31	1,697.57	1,768.90	1,840.23	1,911.35	1,982.61
Hourly	22.213	23.233	24.251	25.270	26.289	27.305	28.323
Pay Group 7	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	37,249.94	38,944.36	40,656.98	42,371.42	44,085.86	45,794.84	47,507.46
Biweekly	1,432.69	1,497.86	1,563.73	1,629.67	1,695.61	1,761.34	1,827.21
Hourly	20.467	21.398	22.339	23.281	24.223	25.162	26.103
Pay Group 8	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	34,101.34	35,641.06	37,195.34	38,747.80	40,325.74	41,881.84	43,419.74
Biweekly	1,311.59	1,370.81	1,430.59	1,490.30	1,550.99	1,610.84	1,669.99
Hourly	18.737	19.583	20.437	21.290	22.157	23.012	23.857
Pay Group 9	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	30,916.34	32,317.74	33,730.06	35,127.82	36,545.60	37,941.54	39,381.16
Biweekly	1,189.09	1,242.99	1,297.31	1,351.07	1,405.60	1,459.29	1,514.66
Hourly	16.987	17.757	18.533	19.301	20.080	20.847	21.638

JJEC Red Circled Positions as of Jan 1, 2003 – Pay Scales Effective Jan 1, 2015

Group RE4	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	45,794.84	47,804.12	49,920.78	52,195.78	54,519.92	56,953.26	59,537.66
Biweekly	1,761.34	1,838.62	1,920.03	2,007.53	2,096.92	2,190.51	2,289.91
Hourly	25.162	26.266	27.429	28.679	29.956	31.293	32.713
Group RE5	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	40,256.58	41,951.00	43,787.38	45,676.54	47,685.82	49,769.72	51,935.52
Biweekly	1,548.33	1,613.50	1,684.13	1,756.79	1,834.07	1,914.22	1,997.52
Hourly	22.119	23.050	24.059	25.097	26.201	27.346	28.536

Co-op and Bursary Pay Scales Effective January 1, 2015

Type	Pay Group	I	II	III
		(Experienced Rate)		
Co-op - Actuary, Engineering, Computer Science	ACCS1			
	M	3,490.61	3,618.92	3,723.42
	B	1,611.05	1,670.27	1,718.50
	H	23.015	23.861	24.550
Co-op - Administration	ADMN1			
	M	3,099.76	3,228.38	3,362.45
	B	1,430.66	1,490.02	1,551.90
	H	20.438	21.286	22.170
Bursary Student	BURS1			
	M	3,099.76	3,228.38	3,362.45
	B	1,430.66	1,490.02	1,551.90
	H	20.438	21.286	22.170

Appendix A – 1 Effective January 1, 2016

Pay Group 1	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	57,171.66	59,796.10	62,442.38	65,092.30	67,720.38	70,368.48	72,996.56
Biweekly	2,198.91	2,299.85	2,401.63	2,503.55	2,604.63	2,706.48	2,807.56
Hourly	31.413	32.855	34.309	35.765	37.209	38.664	40.108
Pay Group 2	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	53,953.90	56,441.84	58,926.14	61,417.72	63,903.84	66,389.96	68,892.46
Biweekly	2,075.15	2,170.84	2,266.39	2,362.22	2,457.84	2,553.46	2,649.71
Hourly	29.645	31.012	32.377	33.746	35.112	36.478	37.853
Pay Group 3	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	50,703.38	53,069.38	55,393.52	57,737.68	60,065.46	62,413.26	64,755.60
Biweekly	1,950.13	2,041.13	2,130.52	2,220.68	2,310.21	2,400.51	2,490.60
Hourly	27.859	29.159	30.436	31.724	33.003	34.293	35.580
Pay Group 4	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	47,509.28	49,676.90	51,877.28	54,063.10	56,248.92	58,432.92	60,616.92
Biweekly	1,827.28	1,910.65	1,995.28	2,079.35	2,163.42	2,247.42	2,331.42
Hourly	26.104	27.295	28.504	29.705	30.906	32.106	33.306
Pay Group 5	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	44,255.12	46,329.92	48,359.22	50,386.70	52,410.54	54,456.22	56,494.62
Biweekly	1,702.12	1,781.92	1,859.97	1,937.95	2,015.79	2,094.47	2,172.87
Hourly	24.316	25.456	26.571	27.685	28.797	29.921	31.041
Pay Group 6	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	41,075.58	42,961.10	44,844.80	46,728.50	48,612.20	50,490.44	52,374.14
Biweekly	1,579.83	1,652.35	1,724.80	1,797.25	1,869.70	1,941.94	2,014.39
Hourly	22.569	23.605	24.640	25.675	26.710	27.742	28.777
Pay Group 7	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	37,846.90	39,568.62	41,308.54	43,050.28	44,792.02	46,528.30	48,268.22
Biweekly	1,455.65	1,521.87	1,588.79	1,655.78	1,722.77	1,789.55	1,856.47
Hourly	20.795	21.741	22.697	23.654	24.611	25.565	26.521
Pay Group 8	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	34,647.34	36,212.54	37,790.48	39,368.42	40,971.84	42,553.42	44,114.98
Biweekly	1,332.59	1,392.79	1,453.48	1,514.17	1,575.84	1,636.67	1,696.73
Hourly	19.037	19.897	20.764	21.631	22.512	23.381	24.239
Pay Group 9	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	31,411.38	32,836.44	34,270.60	35,690.20	37,131.64	38,549.42	40,012.70
Biweekly	1,208.13	1,262.94	1,318.10	1,372.70	1,428.14	1,482.67	1,538.95
Hourly	17.259	18.042	18.830	19.610	20.402	21.181	21.985

JJEC Red Circled Positions as of Jan 1, 2003 – Pay Scales Effective Jan 1, 2016

Group RE4	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	46,528.30	48,570.34	50,719.76	53,031.16	55,393.52	57,865.08	60,491.34
Biweekly	1,789.55	1,868.09	1,950.76	2,039.66	2,130.52	2,225.58	2,326.59
Hourly	25.565	26.687	27.868	29.138	30.436	31.794	33.237
Group RE5	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
Annual	40,900.86	42,622.58	44,488.08	46,408.18	48,450.22	50,566.88	52,767.26
Biweekly	1,573.11	1,639.33	1,711.08	1,784.93	1,863.47	1,944.88	2,029.51
Hourly	22.473	23.419	24.444	25.499	26.621	27.784	28.993

Co-op and Bursary Pay Scales Effective January 1, 2016

Type	Pay Group	I	II	III
	ACCS1			
Co-op - Actuary, Engineering, Computer Science	M	3,546.57	3,676.86	3,783.02
	B	1,636.88	1,697.01	1,746.01
	H	23.384	24.243	24.943
	ADMN1			
Co-op - Administration	M	3,149.51	3,280.10	3,416.29
	B	1,453.62	1,513.89	1,576.75
	H	20.766	21.627	22.525
	BURS1			
Bursary Student	M	3,149.51	3,280.10	3,416.29
	B	1,453.62	1,513.89	1,576.75
	H	20.766	21.627	22.525

Appendix 'A-2'

This Appendix demonstrates the classifications contained within each Pay Group effective the date of signing of this Collective Agreement. This list is subject to change throughout the term of the Agreement as a result of classifications reviews conducted in accordance with the terms of the Job Evaluation Program, Implementation and Maintenance Agreement.

Pay Group 1		Points Range	690-754
Total Points	Job Number	Classification Title	
693	2-77	Account Manager	
714	1-89	Accounting Supervisor	
743	12-3	Appeals Officer	
727	12-12	Assistant to the Board	
754	7-99	Claims Quality Assurance Evaluator & Trainer	
746	9-86	Database Administrator	
708	13-1	Investigator	
712	11-100	Legal Analyst	
697	3-99	Program Analyst	
749	2-76	Research Officer - Revenue Analyst	
719	1-2	Senior Accountant	
749	9-70	Senior Programmer Analyst	
724	15-74	Supervisor, Claims Entitlement Specialist II's	
724	15-75	Supervisor, Claims Entitlement Specialist III's	
Pay Group 2		Points Range	625-689
Total Points	Job Number	Classification Title	
628	1-90	Accountant	
670	3-40	Case Manager	
689	2-37	Certification Auditor	
637	3-24	Claims Entitlement Specialist III	
689	6-88	Corporate Web Officer	
636	6-92	Facilities Coordinator	
644	20-209	Fair Practices Intake & Inquiry Officer	
642	4-18	Health Care Service Facilitator	
630	6-87	Information Officer	
627	3-74	Inter-Jurisdiction Officer	
643	12-33	Internal Auditor	
628	6-69	Market Research Coordinator	
659	9-56	Midrange Systems Coordinator	
639	16-100	Policy Analyst	
654	2-35	Prevention Consultant	
640	9-60	Programmer Analyst	
644	6-62	Purchasing Officer	

Pay Group 2			
Total Points	Job Number	Classification Title	
652	2-22	Quantitative Research Analyst	
654	9-55	Security Administrator	
654	2-16	Senior Employer Service Specialist	
649	9-51	Technical Specialist (Network Analyst)	
627	15-77	Trainer, CES	
676	7-68	Vocational Rehabilitation Specialist	
Pay Group 3		Points Range	560-624
Total Points	Job Number	Classification Title	
609	9-94	Business Analyst	
590	2-23	Business Data Analyst	
562	9-101	Business Support Analyst	
618	3-22	Claims Entitlement Specialist II	
574	2-19	Collections Specialist	
620	3-23	CSR - Claims Representative	
588	2-25	Field Auditor	
564	3-100	Payment Quality Assurance Eval. & Trainer	
584	9-54	Service Support Analyst	
620	1-88	Subrogation Administrator	
580	4-46	Supervisor, Health Care Services Coordinators	
568	2-36	Trainer	
Pay Group 4		Points Range	495-559
Total Points	Job Number	Classification Title	
516	8-82	Administrative Assistant - Operations North	
498	3-42	Case Management Support	
556	2-28	Case Mgmt. Support/Employer Service Rep.	
545	6-33	Communications Officer	
526	2-18	Employer Service Representative	
546	6-105	HRIS Coordinator	
532	9-53	IT Procurement Specialist	
516	4-33	Medical Administrative Assistant	
520	3-46	Medical Payment Supervisor	
536	3-48	Operations Support Coordinator	
526	6-57	Payroll Administrator	
497	3-65	Registration & Stat Coding Supervisor	
547	15-76	Supervisor, Claims Entitlement	
507	9-30	Technical Support Analyst	

Pay Group 5		Points Range	430-494
Total Points	Job Number	Classification Title	
491	18-33	Administrative Assistant - Case Management	
458	2-21	Business Resource Specialist	
465	3-19	Claims Entitlement Specialist I	
485	12-2	Early Intake Officer	
469	2-27	Employer Registration Agent	
488	4-50	Health Care Services Coordinator	
489	3-37	Information Handling Supervisor	
481	11-41	Legal Administrative Assistant	
445	4-47	Medical Dicta-Typist	
459	3-43	Payment Specialist	
452	6-31	Payroll Assistant	
439	14-33	Prevention Administrative Assistant	
489	4-60	Quality Measurement/Admin Assistant	
439	2-33	REA Administrative Assistant	
Pay Group 6		Points Range	365-429
Total Points	Job Number	Classification Title	
422	1-1	Accounting Clerk I	
419	1-55	Accounting/Medical Payment Specialist	
424	3-34	Administrative Support	
386	18-32	Administrative Support - Appeals	
368	3-35	Administrative Support/Receptionist	
429	1-17	Cashier	
400	2-34	Data Processing Clerk	
403	12-32	Dicta-Typist II - Board	
386	15-32	Dicta-Typist II - Claims Entitlement	
409	16-33	Facilities Support Clerk	
413	6-16	Facilities Technician	
415	9-100	Financial & Project Control Assistant	
394	1-33	Financial Services Support Clerk	
428	6-101	Inventory Control Clerk	
419	3-45	Medical Payment Specialist	
428	1-102	Purchasing Clerk	
385	2-12	REA Support Clerk	
387	3-64	Registration & Stat Coding Specialist	

Pay Group 7		Points Range	300-365
Total Points	Job Number	Classification Title	
317	6-43	Mail and Stock Clerk	
350	6-49	Microfilm Operator	
330	6-84	Receptionist	
340	6-79	Switchboard Operator	
Pay Group 8		Points Range	235-299
Total Points	Job Number	Classification Title	
283	3-36	Document Processing Clerk	
241	6-44	Mail Clerk	
Pay Group 9		Points Range	170-234
Total Points	Job Number	Classification Title	
233	6-48	Microfilm Clerk	
177	6-52	Office Cleaner	

APPENDIX 'B'
DISPUTE RESOLUTION PROCESS
BETWEEN
WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

The parties may mutually agree to enter into this optional dispute resolution procedure after step 3 of the grievance procedure.

DISPUTE RESOLUTION PROCESS

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

1. Attempting to ascertain the facts and negotiate a resolution.
2. Failing resolution by negotiation, agreeing to a joint statement of facts.
3. On the bases of the joint statement of facts, determine the appropriate course of action to resolve the matter from three options:

A - Mediation
B - Expedited Arbitration
C - Full Panel Arbitration

A. MEDIATION

Definition and Role of Mediator

- Mediation is a process of facilitating problem resolution through mutual negotiation and communication, with the goal of reaching a mutually acceptable settlement as quickly as possible.
- The Mediator will not make decisions for the Employer or the Union, nor will the Mediator provide legal advice to either party.
- A Mediator cannot serve as the Arbitrator should the case be referred to arbitration and is not a compellable witness in that arbitration or any hearing on

the matter by the Labour Relations Board.

Mediation - Preparation

- Each party will select two (2) Mediators, which must be acceptable to the other party (i.e. a permanent slate of four (4) in total). On agreement that a case be mediated, the parties will select the Mediator by chance. Any Mediator must have served as Chairperson of an Arbitration Board. The slate of Mediators is open at each contract negotiation and either party may make changes subject to the agreement of the other party.
- A joint statement of facts will be presented to the Mediator.
- The grievor(s) and management person(s) affected by the case will fully participate in proceedings, with their respective labour relations advisor.
- No legal counsel will be used by either party during the process.
- Mediation will take place at a mutually agreed location.
- The parties will equally share the fees of the Mediator and any other agreed to common expenses.
- The grievor(s), the shop steward and management supervisor, who are party to the case, shall be granted leave with pay to be present at Mediation.
- A grievance may be removed from the Mediation process by either party at any time prior to hearing and forwarded to a full panel arbitration, or if the parties mutually agree, to an expedited arbitration hearing.

Mediation - Process

- Non agreed to facts may be presented to the Mediator in a narrative fashion. This would include contract clauses and arguments in support of separate positions on the issues. Any written material presented to the Mediator will be returned to the issuing party at the conclusion of the Mediation.
- The rules of evidence will not apply and no record of proceedings will be made.
- Emphasis is on complete examination of the issue, including if deemed necessary by the Mediator, separate meetings with the parties.

Mediation - Conclusion

- The parties to the Mediation will have the authority to conclude a settlement at Mediation.

- Mediation awards shall have no precedential value and shall not thereafter be referred to the parties in respect to any other matter in any other setting.
- No transcript or record of the Mediation is kept by the Mediator other than that the Mediation occurred, when, where, as well as the parties, the issue in dispute and whether settlement was achieved.
- If agreement is reached, the terms of settlement are put in writing and signed by the parties.
- If no settlement is reached as a result of Mediation, the Mediator will give a decision based on the Collective Agreement provisions and on how he/she would decide the case if it were to proceed to arbitration.
- Following the Mediation process if no settlement is achieved, either party may advance the grievance to either Expedited or Full Panel Arbitration.

B. EXPEDITED ARBITRATION

Definition and Role of Expedited Arbitration

By mutual agreement of either of the parties a grievance may be quickly referred to a previously agreed to person who shall hear the grievance. At the conclusion of the hearing an oral decision will be given without reasons. Such decisions may not be used to alter, modify or amend any part of the Collective Agreement.

Expedited Arbitration - Preparation

Each party will select two (2) Arbitrators that must be acceptable to the other party (i.e. a permanent slate of four (4) in total). On agreement that a case be quickly arbitrated, the parties will draw the Arbitrator by chance and he/she will act as a single Arbitrator on the matter. Any Arbitrator must have served as the chairperson of an Arbitration Board. The slate of Arbitrators is open at each contract negotiation and either party may make changes subject to the agreement of the other party.

- The parties will equally share the fees for the Arbitrator and any other agreed to common expenses.
- No legal counsel will be used by either party.
- The maximum number of cases to be scheduled in one day will be three (3).

EXPEDITED ARBITRATION - PROCESS

Expedited arbitration awards shall have no precedent value and shall not thereafter be referred to by the parties in respect to any other matter in any other setting.

- The number of witnesses shall be a maximum of two (2) per party. Witnesses

may be examined, cross-examined and questioned by the Arbitrator.

- The parties must discuss evidence prior to the Expedited arbitration to ensure that there are no surprises.
- A joint statement of facts will be presented to the Arbitrator.
- The general rules of evidence will not be strictly applied except the rules of "onus".
- The grievor and the management supervisor, who are party to the case shall be granted leave with pay to be present at the arbitration.
- Documents to be Tabled with Arbitrator
 - Collective Agreement
 - Grievance statement and subsequent correspondence
 - Grievance Fact Sheet
 - Any cases that parties intend to rely on to a limit of five (5) each
 - Possibly flowing from above, an agreement as to the exact difference that the parties want decided
 - A brief opening statement by each of the parties.
- Final argument will be limited to Brown & Beatty or other similar texts.
- All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- A grievance may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular (Full Panel) hearing.

EXPEDITED ARBITRATION - COMPLETION

- The Arbitrator can issue a verbal decision immediately.
- Within two (2) days a written decision shall be rendered.
- No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- The decision of the single arbitrator will be final and binding on the parties.

C. FULL PANEL - (REGULAR ARBITRATION)

Shall be carried out in accordance with Article 24, 25 and 26 of the Collective Agreement.

LETTERS OF UNDERSTANDING

- 1. Job Sharing**
- 2. Contracting Out**
- 3. Employment Equity**
- 4. Less than Full time**
- 5. Joint Committee Mandates**
- 6. Competencies Development & Implementation at WCB**
- 7. Red-Circled Incumbents**
- 8. Contract Changes Applicable to Red-Circled Incumbents**
- 9. Market Supplements – ITS**
- 10. Standby, Callback and Remote Support**
- 11. Secondment**
- 12. Outstanding Vacation Balances**
- 13. Union Office Staffing**
- 14. Summer Coverage**
- 15. Coop Students**
- 16. Bursary Students**
- 17. Employment Security**
- 18. Casual Pool**
- 19. Hours of Work**
- 20. Pressing Necessity and Personal Leave**
- 21. Review of Job Evaluation Program**
- 22. Letter of Commitment - Immunity**

LETTER OF UNDERSTANDING
BETWEEN
THE WORKERS' COMPENSATION BOARD
AND
THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Re: Job Sharing

Job sharing is the voluntary sharing of a permanent position in a structured manner by two (2) persons, one (1) of whom is the permanent incumbent of the position. A job share arrangement is not intended as a means to increase or decrease workload. It is expected that the regular workload for the position will be maintained. When a job share agreement is created or becomes vacant the Employer will staff the non-permanent position as quickly as possible.

The incumbents of a job share arrangement shall work the hours that would be equivalent of a full time position. The employees' hours of work when added together if exceeding the normal hours of work for the position the employee(s) will receive pay at overtime rates. **In exceptional circumstances the parties may meet to negotiate an alternate threshold as to when overtime rates apply within each Job Share arrangement. The affected employees shall be notified in writing of the parties' negotiated agreement.**

The employees in a job share arrangement may fill in during absences of their work partner (due to vacation, illness, leave of absence etc.) and such time worked shall be paid at regular time until the regular hours exceed the normal combined hours of the job.

If an incumbent of a job share desires to work extra hours in a job other than their own, they may do so provided:

- (a) Their combined hours are equal to or less than that of a full time position.
- (b) It is agreeable to their out-of-scope supervisor.

Any hours worked in these arrangements will be at regular rates of pay. **Seniority, Sick leave and Vacation Leave shall be earned on a pro rata basis effective June 19, 2013.**

Job sharing is intended to allow a permanent employee to work less than regular full-time hours in their position while maintaining status as a permanent employee. It is intended to better accommodate the hours of work of the employee to their personal needs where this is operationally feasible. Only the permanent incumbent of a position can initiate a request to establish a job share arrangement. A copy of all requests for job share will also be forwarded to the Negotiating Committee.

Approval of the job share request resides with Management; such an approval will be subject to the feasibility of accommodating the request to operating requirements. Once approved by Management, such a request must also be approved by the SGEU and the Board.

Each job share agreement will be developed into a letter of understanding between the parties.

Effective June 19, 2013 all existing Job Share LOU's shall be amended to reflect the negotiated changes.

LETTER OF UNDERSTANDING
BETWEEN
THE WORKERS' COMPENSATION BOARD
AND
THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

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. Should the Employer, however, be considering an assignment of work to an organization outside of the Workers' Compensation Board, and such assignment would impact on one or more employees who normally perform this work, the Employer will notify the Union of such intent.

Where the Employer intends to contract out work for specific projects and the work or services are not normally performed by the Employees' or is not a position currently covered under this agreement, the Employer will notify the Union of such intent.

The Employer agrees to meet with the union to discuss any contracting out arrangements and together they will make an earnest effort to find a mutually satisfactory solution to minimize the impact on existing employees.

During the discussion the employer will provide full disclosure of all relevant information regarding contracting out arrangements. Such information shall include, but are not limited to:

1. Length of contract
2. Responsibility of contractors

Where possible, current employees (the number and required expertise to be determined by the employer) shall be given the opportunity for residual training.

All contracting out arrangements will be reviewed by the Employer on their expiry to determine the economic feasibility of reducing contracting out.

This Letter of Understanding will expire upon renewal of a Collective Agreement between the parties.

LETTER OF UNDERSTANDING
BETWEEN
THE WORKERS' COMPENSATION BOARD
AND
THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
Re: Employment Equity

Statement of Principles

The parties are committed to the concept of employment equity and the development and implementation of an Employment Equity Plan.

We agree to enhance employment opportunities and equality of treatment for persons of aboriginal ancestry, persons with disabilities, women, and persons of visible minorities.

The Joint Employment Equity Committee will develop a plan that will deal with the identification, elimination, and prevention of discriminatory policies, practices, and barriers, and may introduce measures to redress the effects of past practices and to accelerate proportional representation of the designate groups.

To this end, the Committee will develop specific strategies to deal with the general under representation in the workplace of persons of aboriginal ancestry, persons with disabilities, women in non-traditional occupational areas, and people of visible minorities.

The Employment Equity Plan and the initiatives therein will be consistent with any applicable Acts and bargaining unit's Collective Agreement.

The Employment Equity Committee will oversee and participate in the conceptualisation, development, and implementation of the Employment Equity Plan in accordance with the agreed Terms of Reference.

Implementation

The Union and the Employer agree to the implementation of an Employment Equity Plan. This plan depends on a commitment of positive action on the part of management, the union and on the involvement of the designate groups.

To accomplish this objective the parties agree as follows:

- 1) To establish a Joint Committee composed of two Union representatives and two management representatives. This committee will be established within 180

days of the signing of this agreement. The parties will endeavour to achieve equitable designate group representation.

- 2) The Joint Committee will be charged with the responsibility for designing, implementing, monitoring, and assessing the success of the plan.
- 3) The Joint Committee is charged with the responsibility of considering all barriers to equity.
- 4) The Committee will consider strategies to address barriers to the equity, and where necessary, will refer particular strategies to their respective principles for negotiation/ratification.
- 5) The committee must obtain approval of the plan by their respective principles who will then jointly seek the approval of the Saskatchewan Human Rights Commission.

This agreement shall remain in force and effect unless written notice to re-negotiate is given by either party at least ninety (90) days in advance.

TERMS OF REFERENCE FOR THE JOINT EMPLOYMENT EQUITY COMMITTEE

Develop an Employment Equity Plan which:

- impacts on in-scope and out-of-scope employees and positions;
- that the cost of implementation and maintenance of the Employment Equity Plan will be the responsibility of the Employer. Therefore, these costs will be reviewed and approved by the Employer prior to the plan being forwarded to the Saskatchewan Human Rights Commission.
- identifies and refers any changes needed to the Collective Agreement to the respective parties for negotiation and ratification; and
- contains a structure for plan implementation, evaluation and revision that:
 - involves the union, involves the employer, ensures ongoing monitoring and evaluation of the plan, and includes realistic goals and time frames.
- Provides for input by interested individuals and designate groups.

When there is no representative from the designate group within the workplace, the parties will develop a process to obtain information and/or a representative from the designate groups(s) outside the workplace.

Identify and discuss issues and initiatives and make recommendations for their inclusion into the plan or for further research, analysis and investigation. The issues and initiatives may include, but would not be restricted to, the following:

- educational and awareness programs,
- support mechanisms,
- training and development programs,
- special recruitment and promotional mechanisms, and
- special accommodations for persons with disabilities

Conduct research and analysis as is necessary to develop and monitor the plan.

LETTER OF UNDERSTANDING
BETWEEN
THE WORKERS' COMPENSATION BOARD
AND
THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Re: Less than full time

It is agreed between the parties that:

- 1) Where the Employer determines it needs to create a less than full-time position, it shall provide the rationale to the Union with the opportunity for discussion.**
- 2) Less than full-time positions shall be posted in accordance with Article 10.**
- 3) Less than full-time employees shall have pro-rated benefits and seniority consistent with those of full time employees.**
- 4) The parties agree that whenever possible full-time employment is preferable to less-than full time employment. The parties will consider opportunities to convert less-than full time positions to full time positions as such opportunities arise.**

LETTER OF UNDERSTANDING
BETWEEN
THE WORKERS' COMPENSATION BOARD
AND
THE SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION

Re: Joint Committee Mandates

It is agreed between the parties that:

- (1) Each joint union/management committee will be comprised of representative(s) from the employer and the union, at least one half (1/2) of the Committee members shall be employee representatives.
- (2) The Committee quorum shall be mutually agreed to.
- (3) The Employer and the Union shall select one of their representatives to act as Co-Chair of the Committee.
- (4) Each Committee will **meet at least annually and provide the minutes to their perspective parties following each meeting.**

LETTER OF UNDERSTANDING
BETWEEN
THE WORKERS' COMPENSATION BOARD
AND
THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

Re: Competencies Development & Implementation at WCB

Background

WCB's strategic planning document entitled "A Framework for Action" contains the corporation's vision statement. It is our objective "to excel in the provision of work injury insurance and services, committed to our principles, values, our staff and those we serve."

The Employer acknowledges that employees are central to achieving this vision. As part of its focus on employees, WCB seeks to enable employees to reach their full potential for the benefit of themselves, the Board, and those they serve. "Competencies" are an essential part of the overall strategy to achieve this objective.

COMPETENCIES

By definition, "competencies" are the knowledge, abilities, skills and attributes that help employees to succeed in their jobs.

Competencies in the workplace will be used by WCB for fair staffing processes, (which may include the evaluation of applicants for positions) and in training, succession planning, or any other mutually agreed purposes, all in keeping with the provisions of the Collective Bargaining Agreement.

COMMITMENT OF THE PARTIES

The parties agree that:

1. They will jointly participate in the development and implementation of a competency based system at WCB. The parties shall establish a Joint Development and Implementation Committee to further facilitate the process **and which shall meet twice in the year following June 19, 2013 and annually thereafter.**
2. The use of competencies is a positive initiative intended for the betterment of both WCB and its employees.

3. The use of competencies and changes to related processes, will be monitored by the parties on a continuing basis for effectiveness, fairness, consistency and contribution to individual employee development.
4. That there will be a sharing on an ongoing basis of the findings brought about by the aforementioned commitments and that there will be a joint undertaking to satisfactorily resolve any issues that may be identified.
5. That there will be an annual evaluation as to the effectiveness of the competency strategy and if found necessary, enhancements would be developed jointly.

LETTER OF UNDERSTANDING #5
BETWEEN
THE WORKERS' COMPENSATION BOARD
AND
THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
Re: Red-Circled Incumbents

Definition

Red-circled: is where the current salary range has a higher maximum rate than the newly established salary range.

Incumbent Salary: is an employee's current salary range in situations where the current range has a higher maximum rate than the newly established salary range for the job (belongs only to the individual employee).

General

Red-circled incumbents must choose one of the following two options:

I. Training Option

During implementation of the Job Evaluation Program, red-circled incumbents shall be offered training by the Employer (in-house or external) which will qualify them for individual targeted positions within the organization. The employer will develop a suitable individual plan for each re-circled incumbent. Red-circled incumbent and the Union will have input into these plans. During the implementation period incumbents would be entitled to all general wage increases until such time as they:

1. Choose or by their actions demonstrate that they no longer wish to participate in their training program. In this situation the incumbent will be deemed to have chosen the non-training option and so move.
 - (a) It is the employer's obligation to provide for training, the Union's responsibility to facilitate as best as possible such training and the incumbent to positively participate in their training.
2. Fail the training program or, receive a promotion to a job that has an equal or higher maximum salary rate and they do not pass the probationary period. In this situation the incumbent shall revert to their red-circled range and be entitled to 50% of any future General Wage Increases until such time as the new job range equals or exceeds their red-circled range.

3. Have not had the opportunity to be placed into a targeted position:
 - (a) During the implementation stage the Union and the Employer agree to negotiate the exact number of target positions.
 - (b) When qualified red-circled incumbents will be expected to bid on higher paying jobs as they become available.
 - (c) Red-circled incumbents who bid on or are placed in jobs of a higher classification but whose maximum rate in the new range is less than the incumbent's salary range maximum shall maintain their incumbent range and be entitled to all General wage Increases.

Incumbents will continue in their red-circled range and receive all General Wage Increases until this commitment is fulfilled.

4. Have not been provided a training program which would qualify them for a targeted position. Incumbents will continue in their red-circled range and receive all General Wage Increases until this commitment is fulfilled.

II. Non-Training Option

Incumbent would have their current salary range red-circled. They would be entitled to progress through the incumbent range (including longevity), consistent with the terms of the Collective Agreement, on a time increment basis.

These red-circled incumbents would not be entitled to any future General Wage Increases until such time as the new salary range maximum exceeds their red-circled range maximum.

The foregoing outlines the currently agreed general concepts and options, however, if new problems arise, the parties are committed to their resolution in a timely fashion.

LETTER OF UNDERSTANDING
BETWEEN
THE WORKERS' COMPENSATION BOARD
AND

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Re: Contract Changes Applicable to Red-Circled Incumbents

To Facilitate the Implementation and Maintenance of Job Evaluation

Article 6.7

Letter of Understanding Re: Red-Circled Incumbents Bidding on a Promotion.

When a red-circled incumbent receives a job in a classification that has a higher maximum in the range than the maximum in the range of the job they presently occupy, but less than the maximum of their red-circled range, they shall maintain the red-circled range and anniversary date.

Article 6.8

Subject to Letter of Understanding No. 5, if a permanent employee in a red-circled range voluntarily bids and is successful in receiving a position that is a demotion (lower classification) from their current position, they no longer are red-circled.

Subject to Letter of Understanding No. 5, if a permanent employee in a red-circled range is involuntarily moved to a position that is a demotion (lower classification) from their current position, they shall maintain their red-circled range.

Article 6.9

Where a red-circled employee is re-employed after lay off, in the same or similar position as that which they held prior to lay-off, they shall be paid at the same step in their red-circled range.

Article 6.10

Those employees that are temporarily performing duties of a position that subsequently is evaluated at a lower salary range shall not suffer any loss of pay as a result of such evaluation for the duration of the initial temporary period (including any mutually agreed extension).

Article 10.4

The Union and the Employer agree with the concept of targeted positions (selective bidding). The exact number and type of position and the mechanism for placement of incumbents will be negotiated between the parties when it becomes known the number of red-circled employees and the type of training required for these employees.

Article 10.2 Temporary Appointments

Temporary employees who are in a position that subsequently is evaluated at a lower salary range shall not suffer any loss of pay as a result of such evaluation for the duration of the initial temporary period (including any mutually agreed extension).

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Market Supplements ITS

The Employer and the Union agree that the Employer shall, in consultation with the Union, conduct a review of compensation for employees in ITS on an annual basis.

The review shall be conducted in accordance with the following:

1. Consistent with the methodology identified and utilized by the joint ITS/Management Committee inclusive of the following elements:
 - a) A position by position review.
 - b) The Hay compensation data report shall be utilized as a criteria.
 - c) A mutually agreed to survey shall be utilized where Hay data is not available.
 - d) Maximum rates shall be compared and reviewed.
 - e) In keeping with the principle of full disclosure.
2. The Union and the Employer agree that in comparison WCB ITS compensation should be paid at the 60% percentile.
3. The Employer and the Union shall negotiate and agree on the specific market supplements based on the aforementioned information.
4. The review shall not result in actual wage rate decrease.

Any negotiated adjustment shall be completed by February of each calendar year and adjusted rates shall be retroactive to July 1st of each calendar year.

LETTER OF UNDERSTANDING
BETWEEN
THE WORKERS' COMPENSATION BOARD
AND
THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Re: Standby, Callback and Remote Support

As a result of all computer systems coming in house and as a result of advances in technology, we agree to add clarification to the IT overtime definitions and guidelines. This agreement provides additional detail for four primary areas: Standby, Callback, Escalation and Remote Support.

The following is agreed to:

General

- That on IT overtime covered by this letter of agreement the Employee is only required to perform duties that immediately resolve the problem upon which the Support request is made.
- That should further requests for immediate IT support be made to an Employee within any minimum overtime period that the Employee is already working, the Employee shall not be entitled to a further minimum rate for those requests.
- Overtime rates herein are based upon the following formula:
 $2 \times \text{No. Hrs OT} \times \text{current hourly salary}$
- Overtime in excess of the minimums outlined herein shall be calculated in accordance with Section 6.11.5 of the Collective Bargaining Agreement.

Standby

Definition:

- Employee has a defined period of time they are to be available to perform IT support after the Employee's normal business hours.
- Employee is expected to respond to communications that are received either by phone, pager or other communication device. Occurs outside of normal business hours.

Guidelines:

- Employee must carry an assigned IT communication device with them and have the device operational for either the full time period of Standby or for the duration of the tasks that are defined for the Standby function.

- An Employee on Standby must be able to provide Callback or Remote Support, as set out in this Agreement below, if required.

Rate

- Rate based on Standby calculation in Section 7 of the Collective Agreement.

Remote Support

Definition

- An Employee who is able to provide IT support over the phone or through remote access to the network.

Guidelines

- Support can be provided over the telephone.
- Support can be provided by remote access to the network.
- The Employer is responsible for providing the Employee with the capacity to provide Remote Support.
- Should an Employee providing Remote Support be unable to resolve the matter independently within a reasonable time, the Employee has full authority to escalate to other IT Support person or persons, or to contact a manager to escalate the matter.

Rate

- Overtime rate for the actual time worked with a minimum of 1 hour at the overtime rates where the Remote Support request is made between the hours of 6:00 a.m. and prior to 12:00 a.m.
- Overtime rate with a minimum of 2 hours at the overtime rate where the Remote support request is made between the hours of 12:00 a.m. and prior to 6:00 a.m.

Call Back

Definition

- The Employee needs to come into the WCB office, after the Employee's normal work-day hours, in order to solve a WCB IT Systems related problem.

Guidelines

- It has been determined that the problem cannot wait until the next business day.
- It has been determined that the problem cannot be effectively resolved via remote support.
- It has been determined that the problem cannot be resolved by a resource already on site.

Rate

This will be paid at the overtime rate for the actual time worked with a minimum of 2 hours at the overtime rate.

- The Employee is entitled to costs in accordance with Section 6.11.9.3 of the Collective Bargaining Agreement.

Escalation**Definition**

Escalation is a Remote Support or Callback assistance in resolving a support problem and is assistance provided by an Employee who is not on Standby.

- Escalation support is provided on a best effort basis.

Rate

Overtime will be paid to an escalation Employee at the overtime rate with a minimum of 2 hours at the overtime rate.

- The Employee is entitled to costs in accordance with Section 6.11.9.3 of the Collective Bargaining Agreement.

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Secondment Terms & Conditions

The parties agree that each secondment is unique and time sensitive. As both parties agree that time is of the essence they will address the situations in an expeditious fashion. The employer agrees to communicate with the union as early as possible when a potential secondment is contemplated.

The guidelines below outline general terms and conditions to be negotiated between the parties recognizing that there may be times when not all information will be available.

Prior to posting the Expression of Interest, the available information will be provided to the union which will include discussion on the following:

- Brief description of the project
- Description of anticipated duties
- General role on the project, where known
- Knowledge, skills, abilities and competencies
- Suggested Rate of Pay
- Estimated duration of secondment
- Location(s) of Secondment
- If interviews are used in a selection process, union panel representatives will be utilized.
- A check or review of the process, during the time of the secondment period
- Business requirements of the unit.

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Outstanding Vacation Balances

Article 17.8.1 of this Collective Agreement provides direction as to the handling of outstanding vacation balances.

It is recognized by the parties that there are some employees for whom achieving these balances would create a hardship. In the interests of alleviating this hardship, the parties agree that during the term of this collective agreement, these situations will be managed in accordance with the following guidelines:

- 1. All employees who commenced employment after November 29, 2011 will adhere to the guidelines in Article 17.8.**
- 2. Existing employees with outstanding vacation balances exceeding the guidelines in Article 17.8.1 (greater than 5 days but fewer than 10 days) in excess of their annual allotment will be required to be in compliance with Article 17.8.1 within one year from the date of signing of the collective agreement.**
- 3. Existing employees with balances in excess of 10 days of their annual allotment will be required to be in compliance as soon as possible but no later than by the expiry date of the collective agreement.**
- 4. Once an existing employee's outstanding vacation balance becomes compliant with the guidelines in Article 17.8.1, they shall adhere to these guidelines from that point forward.**

LETTER OF UNDERSTANDING

BETWEEN THE

SASKATCHEWAN WORKERS' COMPENSATION BOARD

AND

SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

Re: Union Office Staffing

The Employer agrees to fund the staffing of one position in the Union Office as follows:

- **Effective June 19, 2013, the Employer will reduce its funding to half of a half time position.**
- **Effective January 1, 2014, the Employer will discontinue its funding a Union Office position.**

This Letter of Understanding will expire effective January 1, 2014.

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Summer Coverage

Summer coverage and resulting vacancies **may** be posted for a one month period. **This posting will start** Sept. 1 to Sept. 30 of each year. Positions will be filled from this posting from Oct. 1 to Jan. 15. **Dates may be amended by mutual agreement.**

Employees will have the ability to use a standing application to apply for summer coverage, **temporary and permanent positions** providing the standing application identifies the positions applied for.

If a permanent or temporary vacancy of one of the jobs on the posting occurs during this period, the employer will post a notice for two days allowing employees the opportunity to apply for the position or any potential backfill positions resulting from the vacancy. All new applications will be considered along with standing applications.

Each year the positions covered and the terms and conditions of summer coverage will be negotiated by the parties.

Lateral transfers may be restricted if operational concerns are identified by the business. The employer shall supply in writing to the union the rationale for each restriction.

LETTER OF UNDERSTANDING

BETWEEN THE

SASKATCHEWAN WORKERS' COMPENSATION BOARD

AND

SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

Re: Co-op Students

The Union and the Employer agree:

1. The purpose of this Letter of Understanding is to set the terms and conditions to govern co-op students within the employer's work place.
2. Positions staffed by Co-op students are not subject to Article 10.1 of the CBA.
3. There will be no layoffs or positions eliminated in the work unit as a result of hiring Co-op students.
4. All Co-op students will be paid in accordance with the Pay Group called Pay Group Co-op Student, in which subsequent negotiated collective agreement increases will be applied to the bi-weekly ranges:

Entry Level Admin Co-op - 2013	Experienced I Rate Admin Co-op	Experienced II Rate Admin Co-op
\$1,379.77	\$1,437.03	\$1,496.67

Entry Level Actuary & Computer Science Co-op - 2013	Experienced I Rate Actuary & Computer Science Co-op	Experienced II Rate Actuary & Computer Science Co-op
\$1,553.72	\$1,610.91	\$1,657.39

5. Actuarial students on a 16-month work placement will move to the experienced rate after 8 months employment. There may be a 4 month overlap between terms of Actuarial students.
6. Co-op students who return to WCB will be eligible for the experienced rate of pay following the first anniversary of their employment.
7. Co-op students are not subject to the provisions in the Collective Agreement and are not eligible to apply for postings as internal applicants, but will be subject to union dues.
8. Time spent in a co-op position will not count towards a probationary period.
9. There will be up to **10** approved Co-op supernumerary positions each year.
10. Co-op students will not be placed on the rehire list upon the completion of their term.
11. This Letter of Understanding shall become effective on the 1st day of January 2010 and remain in effect until written notice of request to renegotiate is given by either party by January 1 of any year.

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Bursary Students

The Union and the Employer agree:

1. The purpose of this Letter of Understanding is to set the terms and conditions to govern Bursary students within the employer's work place.
2. Positions staffed by Bursary students are not subject to Article 10.1 of the CBA.
3. There will be no layoffs or positions eliminated in the work unit as a result of hiring Bursary students.
4. All Bursary students will be paid in accordance with the Pay Group called Pay Group Bursary Student or will be paid at the rate of pay of the position when they meet the position qualifications. Subsequent negotiated collective agreement increases will be applied to the bi-weekly ranges:

Bursary Entry Level (2013 Rates)	Bursary Experienced I	Bursary Experienced II
\$1,379.77	\$1,437.03	\$1,496.67

5. Bursary students who return to WCB will be eligible for the experienced rate of pay following the first anniversary of their employment.
6. Bursary students in supernumerary positions are not subject to the provisions of the Collective Agreement and are not eligible to apply for postings as an internal applicant, but will be subject to union dues.
7. Time spent in a Bursary position will not count towards a probationary period.
8. Bursary students will not be placed on the rehire list upon the completion of their term and will only be eligible to compete for future vacancies as an external candidate.
9. There will be up to 4 approved Bursary Student supernumerary positions each year.
10. Students eligible for the Bursary Program must be returning to school at the end of their work term.
11. This Letter of Understanding shall become effective on the 1st day of January 2010 and remain in effect until written notice of request to renegotiate is given by either party by January 1 of any year.

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Employment Security

It is understood and agreed that no permanent employee shall be laid off within one calendar year immediately following June 19, 2013 of this collective agreement.

For purposes of this Letter of Understanding, laid off shall mean layoff of a permanent employee as per Article 13 where there is no opportunity for continued employment with Workers' Compensation Board through application of 13.5.2 or related provisions.

Should the Employer deem the layoff of a permanent employee to be necessary within this time period, and where no further opportunity for employment continuance (as per the above) is possible, such employee may elect to resign and terminate their employment as per 13.10.1 a) (thus forgoing any recall/rehire rights) and receive either:

- a) An enhanced severance on the basis of an additional one (1) week's pay per year of service commencing with the second year of employment, up to a maximum of \$10,000 or
- b) An allowance that can be used to reimburse costs associated with formal career counseling services and/or re-training. Such allowance may be accessed with the submission of applicable receipts to WCB, and shall be up to a maximum of \$1,000 per year of service commencing with the second year of employment up to a maximum of \$10,000. Receipts will be received for up to six (6) months following date of layoff/termination.

Part years of service will be prorated in both a) and b).

This Letter of Understanding will expire on the day following one calendar year from June 19, 2013 of this collective agreement.

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Casual Pool

The purpose of the Casual Pool is to enable the possibility for former WCB employees or current employees on leave to be used to cover short term emergent or planned staff absences during regular working hours, or short term work load relief when agreed to by the parties.

The following procedure is not intended to circumvent the provisions outlined in the collective agreement, however it is the intention of the employer to establish a casual pool of employees. This pool shall consist mainly of retired employees that can be utilized to backfill staff shortages of a short nature (not to exceed four weeks), where the employer deems it to be warranted. In exceptional circumstances, where mutually agreed to by the parties, the four week time frame may be extended.

Employees who are going on leave, are laid off, retiring or resigning may express their interest in being considered for casual work.

The Employer will notify the Union when it adds someone to the Casual Pool. It will also provide a quarterly list of active Casual Pool participants.

In situations involving union leave the union may advise the employer where they believe additional coverage may be needed.

The Casual pool employees are not subject to the provisions of the Collective Bargaining Agreement, **unless they are bargaining unit employees covered under Article 9.1.1 or 9.1.2.**

For employees covered under Article 9.1.1 or 9.1.2

- **Employees on leave shall not be eligible for Casual work unless they have been on leave for more than ninety (90) consecutive days.**
- **Employees receiving top-up as per Article 19 shall not be eligible for Casual Work for the duration of the time that they are receiving the top up benefit.**
- **Hours worked as a Casual Worker will not be considered as a return from leave nor a disruption to a leave, for purposes of 19.7, 19.89 or other related provision.**

- **An Employee on layoff called in as a Casual Employee shall remain on the recall list and the hours worked as a Casual Employee shall not constitute a recall as per Article 13.7.**
- **Employees will not accrue any extended health benefits while part of the Casual Pool or performing Casual Work.**
- **Vacation will be calculated on a prorated basis for Casual Hours worked and years of service; and will be paid out on each applicable pay day.**
- **Sick leave will be prorated based on their Casual hours worked and shall be calculated and remitted into their sick leave bank upon their return from leave of absence or layoff.**

The Casual employees **not covered under Article 9.1.1 or 9.1.2** will be compensated at the appropriate Pay Group for the position in which they are backfilling. The level within the pay group will be dependent on the level that they were at when last occupying the position. The Employer shall remit monies to the Union equivalent to union dues for all casual employees.

As this is a trial procedure, the process will end **at the end of the term of this agreement**. Either party may give notice prior to the end date to renegotiate this letter of understanding.

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Hours of Work

Where operational needs or opportunities for mutual advantage (Employer and employee(s)) arise, the parties may discuss and agree to exceptions to the general hours of work provisions outlined in Article 8.

Where such exceptions are agreed to, they shall be outlined in a separate Letter of Understanding that is duly signed by both Parties.

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Pressing Necessity and Personal Leave

Employees may use up to a maximum of three (3) days in each calendar year for pressing necessity and/or personal leave. All approved time will be charged against an employee's sick leave credits.

Examples of pressing necessity and/or personal leave circumstances where paid leave will be granted will include:

1. Attendance of a Funeral
2. Sickness of immediate family member
3. Birth of a Child
4. Home emergencies
5. Babysitting predicaments
6. Medical appointments for immediate family members

Where additional time is required, employees may request time off as per Article 17 (vacation), Article 18.14 (flexible hour arrangements) and Article 8.1 (d) (flexible EDO schedule).

Note: employee medical appointments are charged to sick leave.

LETTER OF UNDERSTANDING
BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Review of Job Evaluation Program

Over the term of the agreement, the parties agree to undertake a review of the current Job Evaluation Program to assess whether adjustments are appropriate and/or to consider implementation of an alternate job evaluation plan (e.g. Hay Job Evaluation methodology or other). Should the parties agree to adjust the current Program or to implement an alternate methodology, a new Letter of Understanding will be created to outline the agreed to changes.

LETTER OF COMMITMENT

**BETWEEN THE
SASKATCHEWAN WORKERS' COMPENSATION BOARD
AND
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
Re: Immunity**

The Employer commits, during the term of this agreement, to seek the amendment below to The Workers' Compensation Act, 1979 that will extend the immunity currently enjoyed by the Board Members to all employees of the Workers' Compensation Board.

Amendment:

No action lies or shall be instituted against any employee of the Workers' Compensation Board where that employee is acting pursuant to the authority of this Act or the regulations, for any loss or damage suffered by a person by reason of anything in good faith done, caused, permitted or authorized to be done, attempted to be done or omitted to be done, by the employee, pursuant to or in the exercise or supposed exercise of any power conferred by this Act or the regulations or in the carrying out or supposed carrying out of any function or duty imposed by this Act or the regulations.

In consultation with the Union, the Employer also commits, during the term of this Agreement, to the development of an internal administrative policy on employee indemnity similar to that used by the Saskatchewan Public Service Commission.

In the interim, the Employer agrees to use the Public Service Commission policy as a guideline.

JOB EVALUATION PROGRAM

IMPLEMENTATION & MAINTENANCE AGREEMENT

BETWEEN

**SASKATCHEWAN WORKERS COMPENSATION BOARD
(the Employer)**

and

**SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION
(the Union)**

JOB EVALUATION PROGRAM

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1.0 PURPOSE

- 1.1 The purpose of the Job Evaluation Program is to jointly implement and maintain a single gender-neutral Job Evaluation Plan to achieve Equal Pay for Work of Equal Value for all in-scope jobs within the Workers' Compensation Board.
- 1.2 Nothing in this document nullifies, amends or supersedes the terms of the collective agreement except where specifically negotiated otherwise, nor shall this agreement detract from the traditional rights of Management and/or the Negotiating Committee.

2.0 DEFINITIONS

- 2.1 The following definitions apply to the terms used herein and throughout the Job Evaluation Program:

Collective Agreement

The collective agreement currently in effect between the Workers' Compensation Board and the Union.

Factors

The four major criteria used to measure jobs, namely: skill, effort, responsibility and working conditions.

Green-circle rate

The salary rate that is lower than newly established salary rate.

Incumbent

An employee who has been appointed to a job.

Job

A group of duties and responsibilities assigned to and performed by an incumbent(s). An incumbent holds a position within a job, thus a job may have more than one position associated with it.

Job Analysis

The process of determining and recording the duties and responsibilities of a job and the required skill, effort, responsibility, and the working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observation.

Job Description

The written description of a job which includes a summary of the major duties and responsibilities listed in order of importance and the qualifications required.

Job Evaluation

A process which measures the value of jobs in relation to each other; this value is expressed in points.

Job Evaluation Plan

The plan contains the guidelines and degree levels for each sub-factor used for evaluating a job (Schedule A).

Job Rating

The total points assigned to a job evaluation process.

Out-of-Schedule Rate

A salary rate that is excess of the maximum rate determined through the Job Evaluation Program. This rate is established for a specific purpose and normally for a specified period of time.

Pay Group

A designation associated with a salary range within the salary schedule.

Points

The numerical expression assigned to each degree within each sub-factor.

Red-circle Range

The salary range that is higher than the newly established salary range.

Salary Schedule

A listing of job titles, point bandings and pay groups.

Sub-factors

Components of the four major factors.

Sub-factor Degree

The measurement levels within each sub-factor.

Total Points

The sum of all points allotted to each job for all factors determined in accordance with the Job Evaluation Plan.

3.0 JOB EVALUATION MANDATE

- 3.1 The **Employer** shall implement and maintain the Job Evaluation Program by:
- a) Carry out all steps of the Program;
 - b) Maintaining the integrity of the Program;
 - c) Recommend to **the parties** changes to the Job Evaluation Plan and Program, its procedures or methods, as may be necessary from time to time.

4.0 JOB EVALUATION PLAN

- 4.1 The Job Evaluation Plan shall include the four main factors of skill, effort, responsibility, and working conditions, and their related sub-factors, all of which must relate to all jobs being rated.
- 4.2 The plan evaluates the factors of skill, effort, responsibility and working conditions to assist in the evaluation by further establishing standards against which each job may be rated to determine its relative worth.
- 4.3 In the application of the Job Evaluation Plan, the following general rules shall apply:
- a) It is the content of the job, and not the performance of the incumbent(s) that is being rated;
 - b) Jobs are placed at the appropriate degree level in each sub-factor by comparing the specific requirements of the job to the sub-factor definition, and the description of each degree level;
 - c) The job analysis and rating of each job shall be relative to and consistent with the job description and rating of all other jobs rated under the plan;
 - d) No interpolation of sub-factor degrees (i.e. No splitting or subdivision of sub-factor degrees) is permitted.
 - e) All out of schedule pay rates that deviate from the assigned pay group shall be negotiated between the employer and the Negotiating Committee.
- 4.4 Job ratings serve to:
- a) Group jobs having relatively equivalent point values (referred to as "banding");
 - b) Provide the basis upon which salary relationships between jobs are established;
 - c) Measure changes in job content;
 - d) Assign jobs into their proper pay group in the salary schedule.
- 4.5 The current Job Evaluation Plan is attached hereto as Schedule A.

5.0 MAINTAINING THE JOB EVALUATION PROGRAM

- 5.1 Maintenance of accurate job descriptions and job ratings is important to maintaining the integrity of the program.
- 5.2 Scheduled reviews shall commence following the finalization of all reconsiderations resulting from the implementation of the Plan in accordance with Implementation Agreement (Schedule B). It is the intention of the parties to review jobs upon request pursuant to Article 6.0 and to conduct a comprehensive review of each job within a 4-year time frame. To that end, the **Employer** shall each year review at least 10% of all jobs, which 10% shall include all jobs for which a request is filed and such additional jobs, selected by the **Employer** at random or as otherwise agreed, as are necessary.
- 5.3 The comprehensive review process shall follow generally the procedure of completion/review of job Analysis Questionnaire, preparation/revision of job description, and rating as set forth in paragraph 7.2.

6.0 JOB EVALUATION RECONSIDERATION

- 6.1 The Negotiating Committee or the Human Resources Department may request a job evaluation review whenever:
 - a) The employer changes the duties, responsibilities or qualifications of a job;
 - b) The Negotiating Committee or the Human Resources Department believe that the duties, responsibilities or qualifications of a job have been changed, or that they do not reflect the actual duties and/or responsibilities of the job.
- 6.2 In the event that a job evaluation review is desired, the following procedures shall apply:
 - a) The Negotiating Committee or the Human Resources Department may submit a request for Job Evaluation review by completing a Job Evaluation Reconsideration Form (Appendix B) and submitting it to the **Employer**. The change(s) in duties and responsibilities of the job and/or the inaccuracies in the job description must be stated on the Job Evaluation Form;
 - b) The **Employer** shall ensure that all parties affected be given a copy of the Job Evaluation Reconsideration Form.
 - c) Upon receipt of a completed Job Evaluation Reconsideration Form, the **Employer** shall gather up-to-date information on the job including:
 - (i) Completion of a Job Analysis Questionnaire by the incumbent(s) and supervisor;
 - (ii) When necessary, interviews and/or visits to the job site;
 - (iii) Drafting of a revised job description (using Writing Job Description – General Guidelines, Final Report – Appendix C), subject to approval of the incumbent(s), supervisor, and

director.

- d) Where the job description has changed, the **Employer** shall rate each sub-factor of the job and establish a new rating for the job.
- e) The **Employer** shall report its decision to the incumbent, the supervisor, the Negotiating Committee, and the Director of Human Resources (or designated position) on the Advise of Rating Form.

- 6.3 a) The rating of the job shall determine the pay group for the job:
 - (i) If the job is rated at a pay group higher than the existing pay group, the incumbent's rate of pay shall be adjusted, as set out in Article 6.6.1, retroactive to the date the Job Evaluation Reconsideration Form was submitted.
 - (ii) If the job is rated at a pay group lower than the existing pay group, the incumbent's rate of pay will be determined as set out in Article 6.6.2
- 6.4 The decision of the **Employer** on any request for reconsideration shall be final and binding, subject to paragraph 8.0 (Review of Rating), **and subject to paragraph 9.0 (where applicable).**

7.0 NEW JOBS

- 7.1 Subject to Article 6.2 whenever the Employer wishes to establish a new in-scope job, the following procedures shall apply:
 - a) The Human Resources Department shall prepare a draft job description for the job (using Writing Job Description – General Guidelines, Final Report – Appendix C) and complete a Job Analysis Questionnaire;
 - b) The **Employer** shall determine a preliminary rating based on the draft job description;
 - c) The job shall be posted and any person appointed to the job shall be paid in accordance with the preliminary rating.
 - d) Twelve (12) months from the appointment of an incumbent to the job, the job rating shall be finalized in accordance with paragraph 7.2. In the event that the subsequent evaluation places the job in a lower pay group, the incumbent shall (within 30 days) have the right to revert to their former position.
- 7.2 The following procedure shall apply to the evaluation and rating of newly established jobs:
 - a) Step 1
The **Employer** shall gather accurate, up-to-date information on the job including:
 - (i) Completion of a job analysis questionnaire by the incumbent(s) and supervisor.
 - (ii) When necessary, interviews and/or visits to the job site;
 - (iii) Drafting of a revised job description (using Writing Job

Description-General Guidelines, Final Report – Appendix C), subject to approval of the incumbent(s) supervisor, and director.

- b) Step 2
The job shall be rated in accordance with Job Evaluation Plan. The **Employer** shall use the job description, Job Analysis Questionnaire, and where necessary information obtained through interviews with the incumbent(s) and/or supervisor and visits to the job site.
- c) Step 3
The **Employer** shall report its decision to the incumbent, the supervisor, **and** the Negotiating Committee and the Director of Human Resources (or designated position) on the Advice of Rating Form.

- 7.3 In the event that the pay rate of the job increases, the incumbent shall be paid the increased rate effective the date of his/her appointment to the job as set out in Article 6.6.1. In the event that the pay rate of the job decreases as a result of this twelve month re-examination of the job, and the incumbent does not revert to his/her former position as provided for in paragraph 7.1 (d), his/her rate shall be established as under Article 6.6.2.

8.0 REVIEW OF RATING APPLICATION

- 8.1 The incumbent(s), Union, Supervisor, or Employer may request a Review of the Rating of a job within 60 days of receipt of the Advice of Rating Form. The Review request shall state the reason(s) for disagreeing with the rating, using Appendix B, Job Evaluation Reconsideration Form (Review Application).
- 8.2 Both the incumbent(s) and the supervisor shall be permitted to make a presentation.
- 8.3 The **Employer** shall consider the request and make a decision, which shall be final and binding **subject to Appeal by the Union (paragraph 9.0)** The **Employer** shall inform the incumbent(s), the supervisor(s), **and** the Negotiating Committee, of its decision using the review Decision Form (Appendix C).
- 8.4 No further application for Review will be considered respecting the same job description or rating.

9.0 SETTLEMENT OF DISPUTES

- 9.1 **In the event that the Union (on behalf of an Employee) believes that the Employer has erred in a Review of Rating decision (as per 8.3), it may appeal this decision, provided that such appeal is submitted to the Employer within twenty (20) working days of such decision.**
- 9.2 **The parties will meet within twenty (20) working days of an Appeal to**

discuss and attempt to resolve the matter. Should resolution not be possible between the parties, and within twenty (20) working days of this discussion, the Union may indicate its intent for the matter to be forwarded to an Independent Third Party.

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

9.4 Adjudication of Classification Dispute

9.4.1 Where a dispute arising out of reconsideration is to be forwarded to a Adjudicator, the Union and the Employer shall mutually agree upon an independent third party to hear the appeal. Where agreement cannot be achieved the parties shall appoint one of the following Adjudicators: Phil Johnson or Will Loewen.

9.4.2 Authority of the Adjudicator

The Adjudicator commissioned to hear a reconsideration dispute shall be bound by the terms of the Job Evaluation Program, and shall not have the power to modify, add to, nor amend any of its provisions. Jurisdiction shall be limited to the matter in dispute, as submitted by the parties. Decisions of the Adjudicator are final and binding upon the Employer, the Union, and the Employee(s) and are not subject to grievance.

9.4.3 Meetings/Hearings

After consulting with the parties, the Adjudicator shall notify the Employer and the Union of the date, time and place of the hearing at which an Appeal will be adjudicated.

9.4.4 Procedures of the Hearing

- 1) The Union and the Employer representative shall appear at the hearing concurrently. Either may address written and/or verbal statements to the Adjudicator; either may call witnesses, and each shall respond to examination by the Adjudicator. Either may, through the Adjudicator, direct questions or make comments with respect to the information presented. Employees will be supported by a Union representative.**
- 2) In conducting deliberations, the Adjudicator shall consider the Job Classification specifications and JEP criteria applicable at the time of the Employee's request for review together with evidence presented during the course of the hearings. The Adjudicator shall consider only the duties and responsibilities of the position at the date of the request for review and shall not consider any changes that may have taken place following the request for review.**
- 3) Decisions of the Adjudicator shall be issued in writing concurrently to the Employer and the Union.**

9.4.5 Costs

Each party, the Union and the Employer, will bear all costs associated with and by their respective participants and attendees.

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

10.0 APPLYING THE RATING TO THE SALARY RANGES

- 10.1 The total point allocation of each job shall be used to determine the salary range for the job, based upon the following table:

Job Evaluation Point Band	Pay Group
690-754	1
625-689	2
560-624	3
495-559	4
430-494	5
365-429	6
300-365	7
235-299	8
170-234	9

11.0 COLLECTIVE AGREEMENT

- 11.1 The Job Evaluation Implementation and Maintenance Agreement June 1999 shall remain in effect except that the Job Evaluation Program contained within Appendix 2 shall be deemed to be replaced by this Job Evaluation Program contained within this Collective Agreement. Effective June 19, 2013 the Employer shall administer this Job Evaluation Program. Any changes to the Job Evaluation Implementation and Maintenance Agreement will be negotiated by the Parties. The Job Evaluation Implementation and Maintenance Agreement in its entirety shall be deemed to be included in the Collective Agreement.

RESPECTFUL WORKPLACE POLICY

Adopted September 25, 2002

RESPECTFUL WORKPLACE POLICY

PREAMBLE

The Saskatchewan Workers' Compensation Board (WCB) as the Employer, and the Saskatchewan Government and General Employees Union (SGEU) jointly agree that every employee of the WCB has the right to work in a positive environment that promotes the following values:

- Dignity
- Fairness
- Honesty
- Openness

BACKGROUND

Disrespectful behaviour and any form of harassment undermine an individual's self-respect and adversely affect work performance and well being. It also reduces or negatively impacts productivity and effectiveness in achieving the vision, mission, values and strategic goals of the WCB.

The WCB and the SGEU are committed to ensuring that all WCB employees, both in-scope and out-of- scope, enjoy the right to work in a positive, respectful, and harassment-free environment.

This policy is also consistent with WCB's responsibility under Occupational Health and Safety Regulations and the Saskatchewan Human Rights Code. These legal bodies require us to provide every person an employment environment that is free of discrimination.

Conflict is Normal

The WCB and the SGEU acknowledge that conflict is a normal part of human interaction, and when dealt with in a positive and respectful manner, can lead to greater understanding and acceptance. **Disrespectful behaviour and harassment are not acceptable behaviours.** To this end the WCB and the SGEU, working as a joint committee with the input and assistance of the employees of the WCB, have developed a Respectful Workplace policy. This policy has been developed to ensure that the goal of a workplace free from all forms of discrimination and harassment is achieved, while at the same time promoting growth through the positive resolution of conflict.

Confidentiality

This policy is designed to respect the rights of all parties in the resolution and complaint process. It is designed to ensure that individuals feel free to come forward in efforts to find resolution, and to make complaints of harassment without fear of revenge, including inappropriate disclosure of information provided in the complaint process.

This policy is designed to provide similar protection to respondents and witnesses who become involved in the resolution of a complaint. While confidentiality is the general rule

applicable to the complaint process, this policy respects respondents' legitimate need to know the case alleged against them. As well, there may be circumstances, including legal proceedings, in which the WCB may be compelled to disclose information about complaints.

Scope of the Policy

This policy is directed to everyone employed (both in-scope and out-of-scope) by the WCB and applies to any interaction between any combination of employees, contractors, consultants and clients.

This policy is intended to apply to, and to deal with, a wide range of behaviours and activities, ranging from the normal day-to-day interactions of co-workers to the most serious incidents of harassment.

Other Avenues

While we would prefer to resolve all issues internally, in accordance with Occupational Health and Safety regulations, we are required, to advise employees that they have other avenues of complaint. The Respectful Workplace policy is not intended to discourage or prevent anyone from exercising any other legal rights pursuant to any other legislation, e.g. Human Rights, Police, and Occupational Health & Safety.

POLICY PRINCIPLES

The following are the fundamental principles underlying the policy:

The Goal

All interactions among employees, clients and contractors shall be based on mutual respect and corporate values.

Education

Raising awareness of all WCB employees as to what constitutes disrespectful behaviour and encouraging a positive resolution.

Tools

A range of appropriate mechanisms for dealing with disrespectful behaviour including: prevention, education, resolution and intervention.

Individual Responsibilities

All employees of the WCB have a responsibility for creating and maintaining an environment based on mutual respect and free of discrimination and harassment.

Helping Each Other

Individuals have a duty to help identify incidents of disrespectful behaviour and to be vigilant and to assist in eradicating behaviour that is discriminatory or harassing.

Fairness

Fairness is essential for all parties involved in disrespectful behaviour or harassment complaints.

Flexible

This policy is intended to be flexible and meet the needs of the staff, clients and others who interact with the WCB. To that end the policy will be reviewed and modified and communicated on a regular and ongoing basis.

BEHAVIOURS TO WHICH THIS POLICY APPLIES**Disrespectful Behaviour:**

Respect and dignity for all employees is maintained and developed through socially acceptable behaviour. Abusive, intimidating, or demeaning conduct, whether verbal, physical or by innuendo, is not acceptable. This type of behaviour undermines work relationships, interferes with and upsets the normal operation of the workforce and can poison the work environment. Examples of such disrespectful behaviour can be any conduct, comment, or behaviour, which abuses or humiliates someone, interferes with their work performance, or creates an intimidating or hostile working environment. Disrespectful behaviours may include:

- Verbal Abuse
- Unwelcome gestures
- Actions invade privacy or personal property
- Spreading rumours that damage people's reputations
- Refusal to communicate.

Discrimination Defined

This policy prohibits, and is intended to deal with, practices or behaviours that constitute discrimination under the Saskatchewan Human Rights Code, including systemic discrimination, differential treatment and harassment based on a prohibited ground. Prohibited grounds are:

- Race
- Religion
- Creed
- Colour
- Gender
- Age
- Sexual orientation
- Marital Status
- Ethnic or national origin
- Physical or mental disability
- Political belief

Discrimination

An act, behaviour or practice which may be intentional or unintentional, and that has the purpose or effect of imposing burdens, obligations, disadvantages, or preferences on a person, or class of persons who are identified by a prohibited ground which are not imposed on others.

EXAMPLE: Not allowing an employee to attend a training event because they are “too old to learn anything anyways”.

Systemic Discrimination

A form of discrimination that occurs where policies, practices, or procedures, which appear neutral, have a discriminatory affect on a person or class of persons who are identified by a prohibited ground. Systemic discrimination does not exist where a policy, practice, or procedure is reasonable and bona fide in the circumstance or when a statutory exemption has been granted.

EXAMPLE: Not awarding Dicta Typing positions to male applicants because they are “not likely to stay anyways”.

Harassment Defined

This policy also prohibits harassment as it is defined under the Occupational Health and Safety Act, and personal harassment, which are not covered by legislation.

Personal Harassment

Any unwanted, offensive behaviour that is known or ought reasonably to be known to be unwelcome constitutes personal harassment. It includes any comment, conduct, gesture or display that demeans, intimidates or causes embarrassment to another person. Personal harassment includes, but is not limited to the following list of prohibitive grounds:

- Race
- Religion
- Creed
- Colour
- Gender
- Age
- Sexual orientation
- Marital Status
- Ethnic or national origin
- Physical or mental disability
- Political belief

EXAMPLE: Telling a joke that makes fun of an ethnic group within earshot of someone from that ethnic group.

Sexual Harassment means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense, embarrassment or humiliation to the recipient, or that might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on the employment or on any opportunity or promotion, or on receipt of a service or benefit provided by the employer.

EXAMPLE: A manager asks for sexual favours in exchange for a new promotion.

Abuse of Authority

Any individual's use of the power and authority, inherent in the position held, in a manner which serves no legitimate work purpose and which ought reasonably to be known to be inappropriate constitutes abuse of authority. It includes:

Misuses of power, which are intimidating, coercive or demeaning

The legitimate and proper exercise of the employer's right to supervise or manage (for example, performance reviews, work evaluation and disciplinary measures taken for any valid reason) does not constitute harassment under this policy.

EXAMPLE: A manager yells at an employee in front of all of their co-workers.

Racial Harassment

Any words or actions, which would reasonably be expected to show disrespect or cause humiliation to another employee because of his or her race, colour, language, creed, and ancestry, place of origin or ethnic origin constitutes racial harassment.

EXAMPLE: An employee refers to a specific racial group in an unflattering and negative stereotype e.g. all _____ are all lazy

PROCEDURES AND OPTIONS

The goals and objectives of this policy are, in all circumstances to find a resolution to behaviour that is disrespectful, discriminatory or harassing that helps to maintain the dignity and worth of all individuals. At each step of the process efforts will be made to assist the parties in taking responsibility for their own actions and well being.

Representation and Support

In-scope employees have a right to union representation during any of the processes outlined in this policy when direct communication is not possible or appropriate.

Level 1: Informal

Informal resolution focuses on opening up communication between the parties so that they can achieve a prompt resolution, and does not involve assigning blame or taking disciplinary action. It occurs between the parties through their own efforts.

Option A: Private discussion

A person who believes he or she is being subjected to disrespectful behaviour of any kind should take steps without delay to have the problem resolved. In many situations the matter can be handled informally by discussing in private the issue with the person involved.

This method is strongly encouraged and often leads to the most satisfying outcome for both the parties. Informal resolution makes it easier for a complainant to decide to come forward and is also helpful to respondents, especially in cases where clarification of

policy, or awareness of the concerns of the complainant, is all that is required to stop the unwelcome behaviour and resolve the complaint.

Process

Whenever possible, individuals who believe that they have been subjected to disrespectful behaviour, discrimination or harassment of any form, should make an effort to resolve the issue by making their concerns known. Communicating the impact of someone's behaviour may prevent a situation from escalating, and lead to a resolution. In many cases acknowledging the concern, offering an apology or discussing ways to resolve the problem can resolve the matter.

Features:

- Fast
- Highly Confidential
- Flexible
- Prevents Escalation
- Simple to use

Option B: Referral to Supervisor

When direct communication is not possible or appropriate, or has been unsuccessfully attempted, the complainant is encouraged to seek assistance from a supervisor, manager, Human Resource Advisor or shop steward. It allows the parties the opportunity to identify their concerns, discuss underlying interests and values, and work together to find creative and effective resolutions that work for them.

Process:

The third party chosen will provide a source of unbiased consultation, outline the options, and assist the individual in making initial or additional efforts at an informal resolution. If necessary they may assist with making a formal complaint, e.g. Police, Human Rights.

Features:

- Makes it easier to initiate the problem resolution dialogue if the complainant is unable to;
- Helps to identify underlying concerns, issues, and needs of the parties;
- The third party can offer an unbiased and objective perspective;
- Keeps the parties focused;
- A fair degree of confidentiality given that it involves less people;
- Allows for different or creative solutions.

Level 2: Formal

To falsely lodge a formal complaint is a form of harassment and is a serious matter.

The purpose of the formal investigation is to gather information and evidence, determine if there is substance to the complaint and to recommend disciplinary or corrective action as required.

Process:

Step One - A formal complaint in writing requesting an investigation will be forwarded to the Director of Human Resources and the Chair of the Negotiating Committee and be signed by the complainant. It should give a detailed account of the incidents forming the basis of the complaint, including times and locations, witnesses, documentation as well as the people involved.

All complaints will be investigated promptly, with appropriate confidentiality and discretion. The investigator may be the Director of Human Resources, their designate, or an independent third party (who would be agreed to by the parties). Recognizing the value to the individuals and the organization of reconciliation, they will, with consent, make efforts to achieve a resolution between the parties at this, and any other stage of the process where it is deemed appropriate to do so.

Step Two - When it is determined that an investigation will occur, all relevant information will be requested such as dates, witnesses, remarks and actions. The respondent will be given an opportunity to present his or her position and understanding of the situation and respond to the complaint. The investigation will be concluded as quickly as possible and with the strictest of confidence.

Step Three - Where the investigators determine that discrimination or harassment has taken place, the respondent will be informed that the behaviour is unacceptable and that corrective action will follow. This may include temporary measures while resolution of the matter is pending, such as separating the complainant and respondent. The decision to move people during the investigation period will be at the recommendation of the investigators. Other educational, corrective or disciplinary measures will follow when necessary. Each case will require individual and impartial consideration.

Remedies:

Remedies should attempt to undue any harm done to the victim and ensure a positive and respectful work environment. Where possible a consultative process of settlement including counselling and education components may be worked out with all persons involved. Remedies may include a range of options such as: an apology; mediation or facilitation of direct discussions; job relocation; increased safety measures; counselling or EFAP for one or both of the parties; education or training.

Disciplinary Actions:

Any disciplinary action will be based on the circumstances surrounding the situation and the severity of the behaviour. The range of discipline may include, but not be limited to the following: monitoring; warning, reprimand; relocation; suspension with pay; suspension without pay; demotion; termination. The goal of any of the corrective sanctions will be to both stop the offensive behaviour and prevent further incidents from occurring.

At any point in the formal complaint process the parties may agree to resolve the complaint and investigators, as the case may be, will assist in that endeavor.

Features:

Involves more people so therefore it is less confidential
A written record is maintained
May result in disciplinary actions to parties
May use a professional neutral third party as an option.
Takes longer given the complexity of the process.

False Complaints

To falsely lodge a formal complaint is a form of harassment and is a serious matter. If it is determined that a complaint is the result of a false accusation or a retaliation, in bad faith or with the intent to cause harm or discredit another, the accuser will be appropriately dealt with or disciplined.

Other Courses of Action

This is not to suggest, however, that parties are not able to pursue other courses of action, depending on the nature of the behaviour and the circumstances. For example, at any time individuals may file a grievance with the union, make a complaint to the Saskatchewan Human Rights Commission or Saskatchewan Occupational Health and Safety or bring a civil or criminal action in the courts. The ideal, however, is to quickly and effectively resolve the issues internally first.

ANNUAL REVIEW OF POLICY

When an issue is resolved, through the formal procedures, the Director of Human Resources or Chair of the Negotiating Committee or designate may arrange to follow up with the complainant and respondent, or engage in other activities such as assisting in restoring the working environment or reviewing the efficiency of the resolution process.