

## Memorandum of Agreement

Between

**Saskatchewan Liquor and Gaming Authority**  
(hereinafter referred to as the Authority)

And

**Saskatchewan Government and General Employees' Union**  
(hereinafter referred to as the Union)



**April 1, 2013 – March 31, 2017**

### **ARTICLE 1 SCOPE AND INTERPRETATION**

#### **1.1 Scope**

The terms and conditions of this Agreement will apply to all employees of the Authority, excluding the following:

**a) Administrative Assistants to the Vice Presidents**

**Application Manager**

Assistant Regional Manager

Audit Manager

**Corporate and Social Responsibility Analyst**

**Director (MCP 8 to 11)**

~~Director, Audit Services~~

~~Director, Casino Operations~~

~~Director, Community Liaison~~

~~Director, Communications~~

~~Director, Compliance~~

~~Director, Distribution~~

~~Director, Electronic Gaming~~

~~Director, Employee Health & Safety~~

~~Director, Financial Services~~

~~Director, Horse Racing~~

~~Director, Human Resources~~

~~Director, Information Services~~

~~Director, Liquor Licensing~~

~~Director, Licensing and Charitable Gaming~~

~~Director, Management Services~~

~~Director, Organizational Development~~

~~Director, Planning and Research~~

~~Director, Policy & Legislation~~

~~Director, Registration~~

~~Director, Retail Services~~

~~Disability Management & Benefits Consultant~~

~~Executive Assistant to the President/CEO~~

~~Franchise Operations Manager~~

Gaming Management Analysts  
 HRIS/HR Coordinator  
**Human Resource Analyst**  
 Human Resource Consultants  
~~Human Resource Consultant – OD~~  
 Legal Policy & Legislation Analyst  
~~Manager, Applications Delivery~~  
~~Manager, Business Integration~~  
**Manager, Distribution Centre**  
 Manager, Financial Planning & Forecasting  
 Manager, Financial Reporting  
**Manager, Financial Services**  
~~Manager, Charitable Gaming~~ **Grant Administration**  
 Managers, Investigations & Security  
 Manager, Labour Relations & Performance Management  
 Manager, Liquor Licensing  
 Manager, Marketing  
~~Manager, Payroll Services~~  
 Manager, Pricing  
 Manager, Product Selection  
 Manager, **Communications & Public Education**  
~~Communications~~  
 Manager, Purchasing and Transportation  
~~Manager, Technical Operations~~  
 Manager, VLT Program  
 President and Chief Executive Officer  
 Regional Directors  
**Relationship Manager**  
**Research and Development Analyst**  
 Security and Business Analyst  
~~Senior Director, Retail Management~~  
**Senior Director**  
 Senior Economic Analyst  
 Senior Internal Auditors  
 Senior Policy Analysts  
 Store Managers (**MCP5-6**)  
~~Strategic Planning and Performance Analyst~~  
**Technical Manager**  
 Vice Presidents;  
 and

- b) Positions negotiated from time to time between the Authority and the Union.

## 1.2

### Definitions

(add in alphabetically and letter appropriately)

- r) “Part-time Store/Warehouse Complement” consists of permanent part-time, and part-time **and peak season employees** employed at the same store/warehouse.

- s) "Peak Season Worker" means a temporary employee who works up to full-time hours during peak business periods for a defined period of time. Subject to recall rights. **A peak season worker is assigned hours of work.**
- ~~Peak Business Periods for Liquor Stores~~
    - ~~Mid May June to mid September Labour Day and/or~~
    - ~~December November 1 to December 31~~
  - ~~Peak Business Periods for Warehouse~~
    - ~~Mid June to mid August and/or~~
    - ~~November 1 to December 31~~
- ab) "Transfer" means the **movement** change of employment of an ~~qualified~~ employee from one position to another position with the same maximum hourly rate of pay.

## New definitions

- hh) "Shift" means the time period during which an employee is at work on any given day.
- ii) "Temporary vacancy" means a vacancy in a permanent position whose incumbent is on leave of absence.
- jj) "Work Cycle" means the accumulation of shifts in a work period in accordance to Article 12.

## Housekeeping

### 1.5 Representative Workforce & ~~Employment Equity~~

The Authority and the Union are committed to the development of a qualified representative workforce and agree to cooperate in implementing the ~~Aboriginal Partnership Agreement and the Employment Equity Program.~~ **Representative Workforce Strategy.**

## Housekeeping

### 1.8 Policy and Procedure Manuals

Policy and procedure manuals shall be available to employees for review upon request.

## ARTICLE 2      UNION SECURITY

### Amend

#### 2.2      Deduction and Remittance of Union Dues (Check Off)

2.2.1      The Authority agrees to provide new employees with union authorization cards as provided by the Union. The Authority shall deduct on behalf of the Union, all initiation fees, dues, assessment or levies, and to remit these monies to the Chief Executive Officer of the Union.

**The Authority shall remit the same to the Union during 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 shall be transferred electronically from the Authority to the Union.**

### Amend

#### 2.6.2      **Leave for Joint Union/Management Meetings**

The Authority will grant reasonable amounts of leave with pay to employees elected or appointed by the Union to joint Union/Authority committees, e.g., Classification, OH & S, and ~~Employment Equity~~ **Representative Workforce**.

### New Language

#### 2.6.3      **Leave for Staffing Panel**

**The Authority will grant leave to employees who are trained by the Union and have been assigned to sit on a staffing panel established in accordance with Article 4.9 & 4.10. The appropriate form authorizing that employee's attendance will be provided. The Authority will continue to pay the employee regular rates of pay and benefits; however, these costs will be recovered from the Union.** ~~The Authority will grant leave with pay to employees who are trained by the Union and have been assigned to sit on a staffing panel established in accordance with Article 4.9 & 4.10.~~

## Amend

### 2.6.4 Leave for Union Business

Leave for Union Business will be granted by the Authority to an employee where the Union provides the Authority with ~~reasonable~~ **three (3) weeks** notice and provides the appropriate form authorizing the employee's attendance. **Notice received within 3 weeks, may be withheld if the leave unreasonably interferes with the operations of the Authority.** The Authority will continue to pay the employee regular rates of pay and benefits; however, these costs will be recovered from the Union.

## ARTICLE 3 SENIORITY

### Amend 3.8

#### Loss of Seniority

An employee shall lose seniority and be deemed terminated if the employee:

- a) is dismissed;
- b) resigns;
- c) fails to report to work within seven (7) calendar days following the completion of a leave of absence or appointment to a position from the re-employment list;
- d) fails to report to work for three (3) consecutive scheduled shifts, unless the employee provides a satisfactory reason to the Authority for failing to report;
- e) is a full-time employee who has been laid off and is not re-employed within three (3) years of the date of lay off;
- f) is a part-time or seasonal who has been laid off and is not re-employed within one (1) year-of the date of lay off;
- g) is a part-time employee who has not **worked assigned or available** ~~chosen~~ unassigned hours and who has a break in service of **ninety (90)** ~~one hundred and eighty (180)~~ consecutive calendar days; with the exception of part-time employees on the re-employment list;
- h) is a seasonal employee who has a break in service of three hundred and sixty (360) consecutive calendar days, with the exception of a seasonal employee on the re-employment list; or
- i) is a peak season worker whose name is removed from the peak season worker recall list.

## ARTICLE 4      VACANCIES

### Amend

#### 4.3

#### In-Service Competitions

4.3.1            When a position becomes vacant, the Authority shall notify the Union in writing within thirty (30) days whether the position is to be:

1.    filled
2.    left vacant temporarily
3.    reviewed for proper classification
4.    abolished

**Where the position is not to be filled the Authority shall provide the rationale to the Union with an opportunity for discussion between the parties.**

4.3.2            All vacancies, which are for three (3) months or more, and positions covered in the scope of this agreement for which no re-employment list exists, are subject to in-service competition.

4.3.2.1           Notwithstanding the above, all vacancies for Customer Service Representative level three ~~(3)~~ **(Levels 2, 3 and 4), Assistant Manager (Levels 5 and 6) and Store Manager (Levels 6 and 8)** will be subject to in-service competition only when the duration of the vacancy is for six (6) months or more. This clause may be waived for durations of less than six (6) months where the Authority deems it necessary **and instead offered to the senior qualified employee at the next lower pay level within the store complement.**

4.3.3            With the exception of part-time complement positions, unassigned hours in stores shall not be considered a vacancy.

4.3.4            An employee appointed to a position in accordance with Article 4.3.2, which is not of a permanent nature will, at the end of the employment period, revert to the position in which she last completed the equivalent of a probationary period. An employee who has not completed a probationary period will revert to the position she was originally hired into. The rate of pay for the employee who has reverted shall be at the step of the range prior to her leaving the position, subject to any increments that she would have received in that position.

- 4.3.5 All employees covered by the scope of this agreement are eligible to apply for in-service competitions. The total accumulated seniority of each employee who makes application shall be used when awarding the posting in accordance with Article 4.10 – Appointment of Senior Qualified Employees.

**New (from LOU #7)**

**4.3.6 Inter-Community Transfer**

- 4.3.6.1 When a store employee submits a written request to Human Resources to be transferred to a different community, her name will be placed on a transfer list for that community.**

**When a vacant position other than a temporary position is posted in the requested community, the employee's name will automatically be placed on the applicant list for that vacancy's competition.**

**Should the employee be determined as the senior qualified applicant, she shall be offered that position.**

- 4.3.6.2 Once an employee accepts a position, her name will be removed from the inter-community transfer list.**

- 4.3.6 7** Vacancies filled in accordance with Article 4.4 – Involuntary Transfer or Article 4.5 Involuntary Demotion shall not be subject to in-service competition.

**Housekeeping  
4.6**

**Posting of Competitions**

- 4.6.1** All competitions, including the expression of interests will be announced to all employees in the form of a bulletin and will be posted in all work units throughout the province. Competition/expressions of interests will allow fourteen (14) calendar days for a resume and cover letter to be submitted. A shorter posting period of seven (7) calendar days will be allowed for internal competitions/expressions of interests, upon mutual agreement. The bulletin shall set out the following:

- a) whether it is an included or excluded position;
- b) the Location(s) and Position(s) to be filled;
- c) qualifications and **required** core competencies (where established);
- d) pay level;
- e) deadline for application; and

- f) whether the position is full time or part time, etc.

## Housekeeping

### 4.8 Required Core Competencies

- 4.8.1 ~~Core~~ **Required** competencies developed for all occupations shall constitute the basis for the evaluation of the qualification of any applicant. Required qualifications for any occupation will be established or amended by the Authority in consultation with the Union.

## Amend

- 4.8.2 An applicant's qualifications for a position will be assessed by **the hiring manager and Human Resources** ~~a Staffing Panel~~ based on the ~~core~~ **required** competencies ~~required~~ to perform the duties of the position as established by the Authority prior to posting. **A Staffing** ~~Each P~~panel ~~may shall~~ consist of a representative from each of the following: Line Management, Human Resources Branch and Union **(at the discretion of the Union)**.

## Housekeeping

- 4.8.3 All employment and promotional examinations and/or panels shall be competitive and shall utilize an appropriate assessment technique designed to fairly test the ~~core~~ **required** competencies of persons examined. The means or measures used to test persons may include any verbal or written test of knowledge, skill, capacity, intelligence, or aptitude; and any inquiry into the personal suitability of the candidate or any investigation of education, experience or record of accomplishment which seems appropriate. No test or question in any application or examination shall be constructed to call for or lead to disclosure of any information, preferences or opinions concerning any political, religious, fraternal or racial affiliation. Any such disclosure or information revealed shall be disregarded. When a candidate has recently passed an interview and subsequently (up to one year) applies for another position with similar duties and responsibilities, the Authority may deem an interview unnecessary. Other assessment techniques may still be required and the senior qualified process will apply.

## New

### 4.9 Union Representative to Staffing Panel

Immediately following the closing date of the competition, the Authority will provide the Union with the names and seniority of all employees who applied, as well as the time, place and date when the applications will be assessed. The Union will be entitled to have a representative



present during the preliminary screening and interview process, when an employee with seniority has applied to the in-scope competition.

4.9.1 Interview guides will be supplied to the Union a minimum of two hours prior to the interview. At the request of either party a meeting of the staffing panel shall be convened prior to the interviews. The Union's Representative's completed interview guides will be forwarded to the Union upon completion of the staffing process.

**4.9.2 Where a union staffing panel representative has not been present, the Authority will provide to the Union upon request the completed interview guides from Human Resources. This Article does not supersede Article 11.2.**

**Amend**  
**4.10**

Appointment of Senior Qualified Employee

4.10.2 An employee **who is currently** in a temporary position **is not eligible to cannot apply for** accept a lateral transfer to **and accept** another temporary position **at the same level in another work unit/branch** unless the **original temporary position as posted is within four (4) weeks of completion** ~~appointment as posted is completed~~ or she has been in the initial temporary ~~position~~ ~~appointment~~ for greater than one (1) year.

**New**  
**4.10.3**

**Store Transfers within Same Community – Permanent Full-time**

**A permanent full-time employee, who wishes to transfer from her present store to another store within the same community, shall submit her request in writing to Human Resources. The employee's name will be placed on a transfer list for that store. When a permanent full-time vacancy within the same classification level becomes available, the most senior employee's transfer will be activated. Employees shall not be entitled to transfer more than once in a two-year period.**

**Amend**  
**4.13**

**Employee Has Right to Feedback on Interview Results**

Upon request an employee who has been interviewed by a staffing panel for a full-time position shall have the right to feedback by ~~the Chair of the Staffing Panel~~ **Human Resources and/or hiring manager** with regard to ~~her~~ **their** strengths and weaknesses as revealed by the results.

**Amend  
4.16**

**Territories For Inspectors/Investigators**

When the Authority intends to initiate changes within the territories or to the boundaries of the territories of inspectors/investigators, such changes will be subject to consultation between the parties to this Agreement. ~~Employees on staff as of October 1, 2000,~~ will be entitled to use their seniority to bid on the territory of their choice unless otherwise negotiated by the parties.

**Housekeeping  
4.17**

**Reversion During Temporary Appointment**

When the Authority has a good and sufficient reason, and after consultation with the Union, the Authority can revert an employee and shall give the employee at least four (4) weeks written notice of that reversion or pay in lieu of notice.

The Authority shall provide the employee and the Union with reasons, in writing, for the reversion.

At any time during the temporary appointment the employee may serve **at least four (4) weeks** written notice terminating the appointment.

Upon termination of the appointment, the employee shall revert to ~~their~~ **her** former position without loss of any pay or benefits. All employees impacted by the reversion will be provided with sufficient notice (or pay in lieu) to allow for the transition to be completed.

**Amend  
4.18**

**Temporary Vacancies/Term Positions**

- 4.18.1 Temporary vacancies are unfilled positions having a tentative end date of longer than three (3) months **or six (6) months in accordance to Article 4.3.2 or 4.3.2.1**. These positions must be posted in accordance with Article 4.
- 4.18.2 In order to facilitate posting temporary vacancies or ~~term temporary~~ positions of three (3) months or longer, during the posting process the Authority may backfill the vacancy in accordance with Article 20.
- 4.18.3 When an employee is promoted temporarily, her salary shall be adjusted as per Article 17.6. When the temporary promotion ends, the employee shall revert to her former position at her former salary rate subject to any increments that she would have received in her former position.

- 4.18.4 The Authority and the Union may negotiate the arrangements for temporary ~~appointments to~~ in-scope **term** positions, if the work involved will not be of sufficient duration to justify the making of a permanent **position** ~~appointment~~.
- 4.18.5 If the **term** ~~temporary~~ position extends beyond twenty-four (24) months, the position will be deemed necessary and result in a permanent posting for that position. If a **term** ~~temporary~~ position is ended and, within three months, another **term** ~~temporary~~ position is created entailing the same nature of work, and the duration of the positions combined extend beyond twenty-four (24) months, this position will be deemed necessary and will result in a permanent posting for that position. **The twenty-four months may be extended by mutual agreement. Whenever possible, the employer will give notice of the request for the extension four (4) weeks prior to the expiration of the term position.**

New

- 4.18.6 A term position that is created as a result of a special project will be staffed either by voluntary appointment of an employee from her regular job currently performing similar work or by expression of interest. Term project positions are not subject to timelines noted in Article 4.18.5 above but will be negotiated as per Article 4.18.4.

## ARTICLE 5 PROBATION PERIODS

New

### 5.1.4 Intermittent Probation for Peak Season Workers

An employee will pass probation if she has served in a position for intermittent periods and the cumulative amount is equivalent to the position's probationary period or 24 months whichever occurs first.

## ARTICLE 6 PERFORMANCE APPRAISALS

New

- 6.2.4 Appraisals will be completed on all peak season employees within one (1) week following the end of the peak season.

## ARTICLE 7 DISCIPLINE, DISMISSAL, TERMINATION AND RESIGNATION

### Amend 7.1

#### Union Representation

An employee who is to be given a letter of reprimand, suspension or termination, shall be notified **in writing** of the purpose, **the issue and the Union's assigned steward**, in advance of the meeting, and shall be informed, in writing, of her right to have a Union representative present at the meeting. An employee who waives her right to Union representation shall so indicate in writing.

**An employee who is being interviewed as part of an investigation shall be notified in writing of the purpose, the issue and the Union's assigned steward in advance of the meeting, and shall be informed, in writing of her right to have a Union representative present at the meeting. An employee who waives her right to Union representation shall so indicate in writing.**

~~Where possible, respecting the employee's right to confidentiality and privacy, The Authority will advise the Union prior to disciplining an employee.~~

### Amend 7.7

#### Notice ~~of~~ on Termination or Dismissal

#### 7.7.1

**Except in the case of dismissal on the basis of accumulative or gross misconduct,** ~~The Authority will give written notice~~ **or pay in lieu** as follows to an employee being **terminated or** dismissed for good and sufficient cause:

- seven (7) calendar days if dismissed during initial probation;
- **four (4) weeks** ~~thirty (30) calendar days~~ if dismissed after probation but with less than five (5) years employment;
- six (6) weeks if dismissed with five (5) years or more but less than ten (10) years employment;
- eight (8) weeks if dismissed with ten (10) or more years employment.

### Delete

**7.7.2** ~~————— An employee dismissed by the Authority on the basis of accumulative or~~

**ARTICLE 8        EMPLOYMENT SECURITY—FULL-TIME PERMANENT EMPLOYEES**

**Amend  
8.13**

**Position Transfers**

**8.13.1        Based on operational needs, the Authority retains the right to** ~~The Authority may for good and sufficient reason transfer positions or employees~~ **in accordance with Article 8.1.** In the event a position is transferred to a new community, the employee will have the option of moving to the new community, or she may choose to be subject to the lay-off provisions. If the employee chooses to relocate to another community, she is entitled to relocation costs in accordance with Authority policy.

**ARTICLE 9        EMPLOYMENT SECURITY-NON PERMANENT EMPLOYEES**

**Amend  
9.11**

**Recall List – Peak Season Worker**

The Authority will maintain a peak season worker recall list by community.

**9.11.1        The peak season worker recall list will operate as follows:**

- a)        when a peak season worker's term ends, her name will be placed on the recall list **subject to a positive performance appraisal;**
- b)        when peak season positions are requested for the next peak business period, persons whose names are on the list will be recalled to work based on their seniority.

**ARTICLE 10       SEVERANCE PAY**

**Amend  
10.1**

**Permanent, Part-time and Seasonal Employees**

~~10.1.1~~        Severance pay for permanent employees will be calculated on the basis of one week's pay for every complete year of full-time service **or full-time equivalent service** and a proportionate amount of one week's pay for any partial year of service, **commencing the first year and up to the completion of nineteen (19) years.**

**Severance pay for an employee that has completed nineteen (19) years or more**

~~10.1.1.1~~ Commencing the twentieth (20) year, severance pay for full-time employees will be calculated on the basis of two (2) weeks pay for every complete year of full-time service **or full-time equivalent service** and a proportionate amount of two (2) weeks' pay for any partial year of service to a combined maximum of fifty-two (52) weeks.

## **10.2 Permanent Employees**

~~10.1.2~~ Severance pay for permanent employees is payable in the following instances:

### **10.2.1**

- a) The permanent employee is laid off and is not re-employed within three (3) years from the date of lay off;
- b) The permanent employee is laid off and elects to resign;
- c) The permanent employee is laid off and passes away within three (3) years from the date of lay off. In this instance, the Authority will make the severance pay payable to the employee's spouse or significant other, or if the employee has no spouse or significant other, the estate.

~~10.1.3~~ 10.2.2 Service for the purpose of this provision shall include service in positions both within and outside the scope of this agreement including time bought back for reasons of pension purposes and uninterrupted service which was continuous. Time spent on lay off and on the re-employment list will not be considered in the severance pay calculation.

## **10.2 3 Part-time and Seasonal Employees**

~~10.2.1~~ Severance pay for part-time and seasonal employees will be calculated on the basis of full-time equivalent service and a proportionate amount for any partial year of full-time equivalent service.

~~10.2.2~~ Severance for a part-time employee will be calculated on a pro-rated basis as per Article 10.2.1, on the basis of one (1) week's pay for each pro-rated year of service or portion thereof. Commencing the twentieth (20) year, severance pay will be on the basis of two (2) weeks for each pro-rated year of service or portion thereof to a combined maximum of fifty-two (52) weeks.

~~10.2.3~~ Severance Pay for part-time and seasonal employees is payable in the following instances:

### **10.3.1**

- a) The part-time or seasonal employee is laid off, and is not re-employed within one (1) year of the date of lay off;
- b) The part-time or seasonal employee is laid off and elects to resign;

- c) The part-time or seasonal employee is laid off, and passes away within one (1) year from the date of lay off. In this instance, the Authority will pay the employee's spouse or significant other; if the employee has no spouse or significant other, the estate.

~~10.2.4~~ **10.3.2** Time spent on lay off and the re-employment list will not be considered in the severance **pay** calculation.

Renumber existing 10.3, 10.4, 10.5

## **ARTICLE 12 HOURS OF WORK**

### **Amend**

#### **12.1.2 Regulated – Full-time Employees Average 37.34 Hours per Week**

12.1.2.1 A work period for full time store and warehouse employees shall be **Sunday** ~~Monday~~ to Saturday and will consist of fourteen (14), eight (8) hour workdays and one earned day off (EDO) in a three (3) week period.

### **Delete**

12.1.2.2 ~~A work period for full time Maintenance employees shall be Monday to Saturday and will consist of fourteen (14), eight (8) hour workdays and one earned day off in a three (3) week period.~~

#### **12.2 Earned Days Off (EDO's)**

12.2.2 Earned Days Off for Liquor Store Managers shall, in addition to the general provisions, be as follows:

- Liquor Store Managers shall be entitled to **one** ~~earn two~~ earned day off in a **three** ~~six (3 6)~~ week period.
- ~~— One earned day off shall be scheduled in each established six (6) week work cycle.~~
- An employee may be permitted to bank up to five (5) earned days off in a fiscal year. Except as mutually agreed otherwise, an employee who wishes to bank an earned day off shall provide her immediate supervisor with notice at least twenty-one (21) calendar days prior to that earned day off being banked. Banked earned days off will be used in the fiscal year in which they are banked, managers may direct employees to use their banked earned days off prior to the end of the fiscal year.
- ~~— In addition, at the beginning of each fiscal year Liquor Store Managers shall be provided with an advance of either eight (8) or nine (9) earned days off as determined by the 3 year cycle beginning April 1, 2002. (Year 1 = 8 days, Year 2 = 9 days and Year 3 = 9 days). Earned Days Off provided in advance may be~~

~~taken at any time throughout the fiscal year. A Liquor Store Manager leaving the Authority who has been granted more earned days off than she would have earned will have that amount deducted from any monies owed to her by the Authority. The amount will be calculated on the Liquor Store Manager's rate of pay at the time of separation.~~

## Housekeeping

### 12.5 Shift Schedules Stores and Warehouse

The Authority will post shift schedules in ~~stores and the warehouse~~ at least three (3) weeks in advance of the shifts.

## New

**12.5.1 For operations that require more than one shift, employees shall be designated by management as belonging to a group in such a way that senior employees are available on each shift. These groups shall rotate between shifts on a weekly basis.**

**12.5.2 The Authority shall generally schedule days of rest to coincide with the weekend.**

### 12.6 Store/Warehouse Shift Arrangements

## Amend

**12.6.1** When the Authority changes the hours of operation of any store or warehouse, the Authority will meet with the Union to discuss a shift arrangement. Hours of operation of a store or warehouse beginning before 7:00 a.m. or extending beyond 10:00 p.m. shall be negotiated with the Union.

**12.6.2** The Authority can adjust on a temporary basis, shift arrangements in stores within the parameters of Article 12.6.1 and have normal rates of pay apply provided notice is given to the Union at least three (3) weeks in advance and these extended temporary hours are scheduled for a minimum of five (5) occasions. **The parties may mutually agree in cases of less than five (5) occasions.**

## New (from LOU #3)

**12.6.3 Shift arrangements in multiple shift stores or the warehouse may extend beyond the parameters of Article 12.6.1 Monday to Friday, but will not exceed 12:00 a.m. and normal rates of pay apply.**



**Amend**

## 13.1.1

Overtime

**Same day** ~~Overtime will be offered on a voluntary basis to all qualified employees in the workplace on a voluntary basis who are~~ **not on an approved leave of absence but who are currently working within the position requiring overtime; first to those currently working on the shift in order of seniority in the following order:**

- a) permanent full-time
- b) ~~part-time~~ employees awarded a temporary full-time
- c) permanent part-time
- d) part-time, and
- e) peak season worker

**Overtime known in advance will be first offered to qualified employees who are not on an approved leave of absence in the above order.**

**For the purposes of this Article all store employees are considered to be in the same position.**

**In the event no employee volunteers as per above, then overtime will be offered to those employees who meet the above criteria who were not working the shift when overtime was identified.**

In the event that no employee volunteers, overtime shall be assigned, on a rotational basis, to qualified employees who are in an overtime situation. The rotation will be set up with employees listed in reverse order of seniority. Employees assigned to work overtime shall not refuse to work that overtime unless the employee provides the Authority with good and sufficient reason for being unable to work.

## 13.1.2

Wherever possible, employees will be given twenty-four (24) hours notice of the requirement to work overtime.

## ARTICLE 14 DESIGNATED HOLIDAYS

### Amend

#### 14.1 Designated Holidays

The following days shall be recognized as Designated Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, **unless otherwise specified by the Federal or Provincial Government.**

### Amend

#### 14.3 Assignment of Work on a Designated Holiday

Work on a designated holiday will be offered in order of seniority, in the following order:

- a) permanent full-time employees,
- b) ~~part-time~~ employees, who have been awarded a temporary full-time position,
- c) permanent part-time employees,
- d) part-time employees and
- e) peak season workers.

### Amend

#### 14.6 Compensation for Designated Holidays – Unregulated Employees

##### 14.6.1 Full-time Unregulated Employees

When a designated holiday falls on a full-time unregulated employee's day of rest/earned day off and the employee does not work on that day, she will be granted a day off with pay as a day in lieu of the designated holiday within the fiscal year.

##### 14.6.2 Designated holidays for unregulated employees shall be observed on the actual calendar date **unless otherwise specified by the Federal or Provincial Government.**

## **ARTICLE 15 VACATION LEAVE**

### **Amend 15.5**

#### **Vacation Leave Will Be Authorized**

~~Employees shall be granted vacation based upon the years of service they will have completed in the fiscal year. Vacation entitlements shall be advanced to employees at the beginning of each vacation year.~~ Vacation leave may be taken only with the approval of the manager or designate. The Authority may direct employees to use vacation leave in the vacation year.

### **Amend 15.8**

#### **Carry Over of Vacation Leave**

#### **15.8.1**

#### **Permanent Full-Time Employees**

The Authority may approve the carry-over of up to five (5) days vacation from one fiscal year to the next based on a written request from the employee. In special circumstances, the Authority may approve a carry-over of up to an additional five (5) days.

#### **15.8.2**

#### **Permanent Part Time / Part Time / Peak Season / Seasonal Employees**

**All employees will have at least one year to use any banked vacation. Any vacation banked for greater than one year will be paid out the first pay of April annually.**

#### **15.8.32**

Notwithstanding Article 15.8.1 **and 15.8.2** above, in cases of extended illness or injury the Authority may approve a carry-over of additional days.

## **ARTICLE 17 PAY ADMINISTRATION**

### **New 17.1.3**

**Over the term of this Agreement the Authority may implement a new 12 month pay cycle which would include pay twice per month. The Authority agrees to meet with the Union to discuss implementation at least 6 months in advance of the new pay cycle. Notification to the employees shall be at least three (3) months in advance of the new pay cycle.**

## ***Housekeeping***

### **17.8.5 Promotion of Demoted Employee Who Does Not Retain Hourly Rate**

An employee who does not retain her hourly rate on demotion and who subsequently promotes to a position at her former level shall be entitled to the promotion formula provided that the new hourly rate **does** shall not exceed the hourly rate to which she would have progressed had she not demoted.

## **New (from LOU # 3)**

### **17.12 Excess Hours Premium**

**Employees will be paid an additional two (\$2.00) dollar per hour premium for hours worked between 10:00 p.m. and 12:00 a.m. Monday to Friday.**

## **Renumber existing articles**

### **18 ACOMMODATION, MEALS, MILEAGE AND OTHER ALLOWANCES**

#### **Amend 18.7**

### **Tuition and Book Allowance – Post Secondary Courses**

The Authority will pay tuition and books for employees enrolled in approved job related post secondary courses. The Authority will pay expenses for tuition and books when the employee demonstrates that she has successfully completed the course. ~~The Authority may also pay tuition and books prior to the beginning of the course. In the event the employee does not meet the course requirements, the employee will reimburse the Authority the cost of tuition and books.~~

## ARTICLE 20 TEMPORARY ASSIGNMENT OF HIGHER DUTIES

### Amend 20.3

#### Assignment to Senior Qualified Employee

Temporary assignment of higher duties will be offered to the senior qualified ~~employee permanent employee~~ from the next lower pay level within the branch and unit, or shift, **in the following order:**

- a) **permanent full-time employees**
- b) **employees, who have been awarded a temporary full-time position,**
- c) **permanent part-time employees,**
- d) **part-time employees and**
- e) **peak season workers.**

~~If no permanent employee accepts, then the senior qualified employee part time employee from the next lower pay level within the branch and work unit, or shift will be offered the assignment. The Authority shall advise employees who have more seniority with reasons, in writing, why they were not qualified.~~

### Amend 20.5

#### **Temporary Assignment of Higher Duties to Certain Positions**

- a) Employees in the Customer Service Representative (Level 4), and Liquor Store Assistant Manager (Level 5 & 6) **and Assistant Manager (Distribution Warehouse)** occupations are not eligible for benefits under this Article unless the Authority assigns the higher duties for more than three (3) **consecutive** weeks. ~~within a six (6) week period.~~ If the higher duties are assigned for more than three (3) **consecutive** weeks ~~within a six (6) week period,~~ the employee's hourly rate of pay will be adjusted as per the promotion formula, retroactive to the first day of the assignment of higher duties.
- b) When the out-of-scope manager is away and the duties have been assigned to the Assistant Manager ~~in a two shift store~~ the temporary assignment of higher duties will be assigned to the senior qualified. No temporary assignment of higher duties will be paid for a weekend shift or designated holiday as the Manager does not typically work these shifts.
- c) Employees in Head Office when assigned to out-of-scope positions are not eligible for benefits under this Article unless the Authority assigns the higher duties for more than three (3) consecutive days.

If the higher duties are assigned for more than three (3) consecutive days, the employee's hourly rate of pay will be adjusted as per the promotion formula, retroactive to the first day of the assignment of higher duties.

## **ARTICLE 21      SICK LEAVE, PRESSING NECESSITY & FAMILY CARE LEAVE**

### **Amend 21.1**

#### **Sick Leave Entitlements**

21.1.3      On the approval by the Authority, a permanent employee who has no accumulated sick leave may be permitted to draw on future sick leave to a maximum of ~~thirty (30)~~ **fifteen (15)** days. On the approval by the Authority, a permanent part-time, part-time or seasonal employee who has no accumulated sick leave may be permitted to draw on future sick leave to a maximum of ~~thirty~~ **fifteen (15)** days prorated based on actual time worked during the past **twelve (12) months** ~~thirteen (13) accounting periods~~ worked. If the employee resigns or retires, any overdrawn amount of sick leave will be recovered from the employee.

### **Amend 21.3**

#### **Physician's Report Medical Certificate/Form**

21.3.1      **The Authority reserves the right to request that an employee provide a medical assessment to be completed on a form prescribed by the Authority by a physician substantiating the employee's medical leave request for repetitive or extended illness. The form will state an expected return to work date.**

**An employee who does not produce a form upon request will be considered to be on unpaid leave of absence.** ~~An employee may be required to provide the Authority with a physician's report for repetitive or extended illness. The report will state an expected return to work date.~~

21.3.2      An employee returning to work after an illness may be required to provide the Authority with a **medical certificate** ~~physician's report~~ verifying the employee's fitness to perform the work required for the position.

21.3.3      The Authority may require an employee to undergo an examination by a physician selected by the Authority **once all other avenues have been exhausted. The Authority shall give notice to the Union and discuss their rationale prior to notifying the employee.** The Authority will be sensitive to employee preferences. The Authority will

pay any costs associated with the medical certificate or the examination.

**Amend  
21.9**

**Pressing Necessity and Personal/Family Care Leave  
Responsibility – Minimum 75 Day Requirement at end of the fiscal  
year (March 31)**

- 21.9.1 Employees who maintain a minimum of seventy-five (75) sick leave days **at the end of the fiscal year (March 31)** may be permitted by the Authority to use sick leave for pressing necessity and up to a maximum of five (5) days per fiscal year for personal/family responsibilities.
- 21.9.2 An employee with fewer than seventy-five (75) sick leave days **at the end of the fiscal year (March 31)** may be granted up to three (3) days per fiscal year sick leave by the Authority for pressing necessity or personal/family responsibilities.
- 21.9.3 An employee with fewer than seventy-five (75) sick leave days **at the end of the fiscal year (March 31)** who requires leave with pay in excess of the permitted limit of three (3) days in a fiscal year may be granted an advance to a maximum of three (3) additional sick leave days. The advance will be charged to the employee's sick leave earned in the following year.
- 21.9.4 Use of this paid leave is restricted to a portion of the employee's accumulated sick leave balance due to Federal Government Employment Insurance Regulations. By complying with these regulations we significantly reduce the cost of Group Life Insurance Premiums to individual employees.

**ARTICLE 27 BENEFIT AND PENSION PLANS**

**Amend  
27.3**

**Pension Contributions**

- a) It shall be mandatory that all employees become members and contribute to the Public Employees Pension Plan.
- b) Pension contributions shall be as follows:  
Employees' contributory earnings for pension purposes shall be based on gross regular salary plus supplementary earnings except overtime, professional fees, severance pay, career assistance and group life taxable benefit.
- c) The employee and Employer contributions shall be 7.25% of gross regular salary for employees in the Public Employees' Pension Plan. Effective **April 10, 2016**, employee and employer

contributions shall be increased from **7.25% to 7.5%**. For employees in the Liquor Board Superannuation Plan the employee and employer contributions in the Public Employees' Pension Plan shall be 2.25%. Effective **April 10, 2016**, employee and employer contributions shall be increased from **2.25% to 2.5%**.

**New  
27.4**

**Long Term Disability (LTD) Plan**

**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.**

**ARTICLE 30 DURATION OF AGREEMENT**

**30.1 Term**

This Agreement will be effective dating from April 1, ~~2010~~ **2013** and will be valid until and including March 31, ~~2013~~ **2017**. This Agreement will remain in full force and effect from year to year thereafter, unless written notice of request to negotiate a revision is given by either party at least thirty (30) days, but not more than sixty (60) days prior to the expiry date of the Agreement. When written notice has been given, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

**30.2 Effective Date of Provisions**

All provisions of this new collective agreement, unless specified otherwise, become effective the date of ratification of the collective agreement.



Appendix "A"  
Jointly Developed Policies

Duty to Accommodate  
Part time Policy  
Temporary Assignment of Higher Duties (TAHD)  
Pressing Necessity (Recommendations only)  
~~Harassment and Violence in the Workplace~~  
Maximizing Pool  
In-Scope Classification Plan  
Board of Trustees  
Coop University Grad Program  
**Representative Workforce** Employment Equity (joint educational  
delivered)  
Employee Family Assistant Program (EFAP) (committee and  
educational)  
~~Core Competency~~  
Performance Improvement Policy  
Occupational Health & Safety  
~~Sunday Opening~~

The parties agree that other policies may be discovered or created and upon mutual agreement deleted from the list during the term of this agreement.

**APPENDIX "E"**

**CO-OP/SUMMER STUDENT EMPLOYMENT AND UNIVERSITY GRADUATE PROGRAM**

**(Revised: July 2013~~May 2010~~)**

1. The duration of employment for students will not exceed the normal period between school years or a semester off and for graduates will not exceed two (2) years. By mutual agreement between the Union and Authority the duration of employment for graduates may be extended for a further six (6) months.
2. Students/graduates shall not cause a reduction of work for employees of the bargaining unit.
3. Positions staffed by students/graduates are not subject to normal staffing procedures.
4. Students/graduates will be union members as per Article 2.2.

Students/graduates will accrue, for the duration of employment under this appendix, seniority for competition purposes only.

Students/graduates shall be eligible to bid on competitions.

Once all internal applicants have been considered, students/grads may have the opportunity to be considered prior to considering external applicants. Normal staffing provisions will apply.

**Upon request,** ~~t~~The Authority will allow students/graduates access to **corporate intranet** ~~ION~~ for one (1) year following completion of employment for the purpose of accessing job postings.

5. Students/graduates will be hired through the Human Resources Branch.
6. The Authority will provide the following information to the Union:
  - a) number and names of students/graduates hired;
  - b) occupations and pay levels of positions staffed by students/graduates;
  - c) duration of student/graduate employment.

## **LETTER OF UNDERSTANDING #2**

**Re: Job Sharing**  
**(Revised: May 2010)**  
**(Revised: July 2013)**

~~During the term of this Collective Agreement the parties agree to introduce/expand and pilot the concept of "Job Sharing" throughout the Saskatchewan Liquor and Gaming Authority. Upon signing of the Collective Agreement the following terms and conditions shall apply. However, as issues with job sharing arise, the parties agree to meet with a view to reach a mutually acceptable resolution. If and where necessary, the parties may agree to amend this Letter of Understanding.~~

~~At either party's request this Letter of Understanding (as may have been subsequently amended) shall be terminated by providing ninety (90) calendar days notice in writing to the other party. At the expiration of the notice period the terms and conditions of this Letter of Understanding shall expire and the terms and conditions of the Collective Agreement shall apply.~~

### **1 — ~~JOB SHARING~~**

**The parties agree to the following principles:**

## 1.1 Job Share Arrangement

- 1.1.1 Job sharing is the voluntary sharing of a full-time position in a structured manner by two (2) people, one of whom is the incumbent of the full-time position.
- 1.1.2 A Job Share work arrangement is intended to maintain the regular workload of a full-time position while providing full-time employees with an opportunity to balance hours of work with personal needs.

## 1.2 Initiation and Approval Process

- 1.2.1 Employees on probation are not eligible to apply for job sharing.
- 1.2.2 The incumbent of a full-time position may request a job sharing arrangement, to work a minimum of fifty (50) percent, by submitting a written request to the Authority (employee's immediate supervisor).
- 1.2.3 The Authority will review the feasibility of the request against operational needs, including impact on client service delivery and workloads of other employees in the workplace. Approval of job share requests will not be unreasonably denied.

## 1.3 Duration, Renewal and Termination of Job Share Arrangements

- 1.3.1 The first term of a job share will be in place for no less than three (3) months, and will not exceed twelve (12) months. The full-time incumbent of the position will commence the approved job share on the first working day of pay period.
- 1.3.2 If the employee wishes to continue the job share past the approved period, she will provide notice, in writing, to the Authority **four (4) weeks** ~~thirty (30) days~~ prior to the end of the job share. Notice to continue a job share arrangement shall specify the length of the renewal term, not to exceed twelve (12) months.
- 1.3.3 If there is no notice of request to extend, the job share arrangement will automatically end. The full-time incumbent, or the Authority, on **four (4) weeks** ~~forty-five (45) calendar days~~ written notice may terminate the job share arrangement. Notice to terminate will be concurrently provided to the employee backfilling the job share position (if applicable) and the Union. By mutual agreement of the parties, the notice period may be shortened.
- 1.3.4 Notice to extend or notice to terminate the job share will also be given to the employee backfilling the job share position.

## 1.4 Staffing the Job Share Arrangement

- 1.4.1 The staffing of a job share arrangement will be filled on a temporary basis as per Article 4.2. If the successful candidate is another full-time employee she will

apply and be approved for a definite leave of absence from her permanent position for the duration of the Job Share. She will earn benefits in accordance with Article 1.6 of this Letter of Understanding. If the successful candidate is a part-time employee, she may be able to maintain her part-time position provided, in the opinion of the Authority, there is no conflict in work schedules. If the successful candidate is a part-time employee in stores, she will be able to maximize hours in the work unit of her part-time position, if in the opinion of the Authority, there is no conflict in work schedules, **and this Collective Agreement and the Labour Standards Act.**

- 1.4.2 If the employee backfilling the job share terminates her employment prior to the end of the job share arrangement, the full-time incumbent may be required to resume working full-time hours. Staffing for the position will begin as quickly as possible, and may be filled by a part-time employee for no longer than six (6) consecutive weeks. Consideration will be given to the full-time employee's needs to allow the employee time to make arrangements prior to returning to her full-time hours.

## 1.5 Reversion Rights

When the job share arrangement is terminated, the employee initiating the arrangement will revert to full-time hours for her position. The employee backfilling the position will revert to her former position with the seniority earned while in the job share position. If the employee backfilling the position does not have a former position to revert to, her employment will be terminated.

## 1.6 Benefits While Job Sharing

Full-time employees will retain all benefits accumulated prior to the commencement of the job share arrangement. Benefit accumulation upon commencement of the job share arrangement shall be as follows:

- a) Rate of Pay shall be on an hourly basis for hours worked, ~~the same as part-time employees;~~
- b) ~~Vacation leave, s~~Sick leave and seniority will be earned on a pro rata basis;
- c) Increments, **in accordance with Article 17.3.3** ~~if applicable, will be earned on the same basis as part-time employees;~~
- d) Designated Holidays **in accordance with Article 14.7** ~~are paid for on the same basis as part-time employees.~~
- e) **Vacation leave in accordance with Article 15.4.**

## 1.7 Opportunity to Work Excess Hours

Excess hours will first be offered to the available incumbent. Excess hours in a job share are hours resulting from leave taken by either incumbent in the job share. These excess hours would be voluntary and at regular rates of pay.

If the available incumbent declines the excess hours the excess hours may then be offered to other qualified staff on a seniority basis.

Any hours over and above the hours as defined in Article 12.1 shall be offered to qualified staff on a seniority basis.

**Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.**

**Delete (moved into Article 12 and 17)**

**LETTER OF UNDERSTANDING #3**

~~Re: Extended Hours Premium~~

~~The parties agree to the following principles:~~

- ~~1. Shift arrangements in double shift stores or the warehouse may extend beyond parameters of Article 12.6.1, but, will not exceed 12:00 a.m. and shall have normal rates of pay apply. Employees will be paid a two (\$2.00) dollar per hour premium for hours worked between 10:00 p.m. and 12:00 a.m. Monday to Thursday.~~
- ~~2. Selection of hours will be on a voluntary basis.~~

~~Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.~~

**New**

**LETTER OF UNDERSTANDING #3**

**Re: Representative Workforce Staffing  
(Effective September 1, 2013)**

**The parties are committed to achieving a workforce which is representative of the working age population and the communities in which we do business. This is a joint initiative that requires both the Authority and the Union to provide permanent opportunities within all levels of the organization. In order for the Authority to achieve equitable representation from the four (4) equity groups as determined by the Saskatchewan Human Rights Commission, the parties agree to the following principles:**

**The Authority will post all external positions as designated positions; identified within the Representative Workforce Program. The Authority may identify one or all of the equity groups in the posting. The Authority shall award**

firstly to the qualified applicant that self declares herself as belonging to the equity group(s) identified within the external posting.

The parties agree to post ten percent (10%) of all internal permanent competitions as designated; identified within the Representative Workforce Program. The ten percent (10%) will be based on the previous calendar year permanent postings. Of the total ten percent (10%), seventy-five percent (75%) will be posted as designated positions in the liquor store/warehouse and twenty-five percent (25%) for all other positions. The Authority may identify one or all of the equity groups in the posting. The order of awarding a designated internal position shall be:

- First: Senior qualified internal designated group applicant
- Second: Qualified external designated group applicant
- Third: Senior qualified internal applicant
- Fourth: Qualified external applicant

The Joint Representative Workforce Committee shall be involved as determined by the Parties.

The Authority agrees to provide full disclosure to the Union as requested for external competitions where no appointment has been made from one of the equity groups identified within the posting.

The Authority shall provide quarterly reports to the Union identifying the most up-to-date representation from each of the equity groups.

The parties shall meet at least semi-annually to review the progress in this initiative.

Either party may give sixty (60) days notice to renegotiate or terminate this Letter of Understanding.

## Amend

### LETTER OF UNDERSTANDING #4

**Re: Part-time Hours of Work – Part-time Warehouse and Liquor Store Employees**  
**(Revised: ~~June 2010~~ July 2013)**

The parties agree to the following principles for **Part-time Hours of Work** for part-time employees in the Warehouse and all Liquor Stores.

1. All unassigned hours are posted and claimed by employees in order of seniority.
2. **When there is more than one shift in the stores or warehouse** ~~in alternating (double) shift stores~~, employees shall be grouped according to seniority in such way that senior employees are available **on each** ~~on either~~ shift. Employees ~~in these alternating shift stores~~ shall rotate between the ~~early and late~~ shifts.
3. If a sufficient number of employees do not volunteer to work **unassigned hours**, the Authority shall have the right to assign hours on a rotational basis giving adequate notice, provided the employee is qualified to perform the work required.

The parties to this Letter of Understanding further agree that the specific operating guidelines for permanent part-time and part-time scheduling ~~and staffing~~ shall be contained in the Authority's Policy Manual as developed between the **Authority** ~~Employer~~ and the Union.

~~The parties also agree that the guidelines in the Policy Manual are considered better than the Labour Standards Act.~~

Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.

## Delete

### LETTER OF UNDERSTANDING #6

~~Re: Multiple and Concurrent Positions~~  
~~July 25, 2001~~  
~~(Revised: June 24, 2010)~~

~~This letter of understanding will provide clarity to those part-time employees working multiple and concurrent positions. Refer to Article 12 Hours of Work of the collective agreement for the hours of work designations for Office, Regulated and Unregulated.~~

~~Part-time/Peak Season/Seasonal Employees Working Multiple/Concurrent Positions/Jobs~~

~~An employee who is working multiple/concurrent positions/jobs shall be defined as when a part-time/seasonal employee in one position/job is:~~

- ~~—— awarded a backfill for a job share;~~
- ~~—— awarded a part-time job posting; or~~
- ~~—— is hired to work as a part-time employee;~~

~~provided that in the opinion of the Authority there is no conflict in work schedules, the collective agreement and the Labour Standards Act.~~

~~When calculating entitlement to overtime for part-time/seasonal employees working multiple/concurrent positions/jobs, the normal full-time hours shall be determined as follows:~~

~~A) All of the Multiple/Concurrent Positions/Jobs are Office Jobs~~

~~If the hours of work designation for all of the multiple/concurrent positions/jobs being worked by the employee are Office the employee's maximum hours of work shall be:~~

- ~~—— No more than 7  $\frac{3}{4}$  hours per day worked in a position/job or in combination between positions/jobs designated as Office; and~~
- ~~—— No more than 69.75 hours in the two (2) week work cycle.~~
- ~~—— With the understanding that Saturday and Sunday are not normal days of work for positions/jobs designated as office hours.~~

~~B) One or More Multiple/Concurrent Positions/Jobs are Regulated~~

~~—— (Stores/Warehouse/Maintenance)~~

~~If the hours of work designation for one or more of the multiple/concurrent positions/jobs being worked are designated as Regulated and none of the multiple/concurrent positions/jobs being worked are designated as Field or Unregulated hours, the maximum hours of work shall be:~~

- ~~—— No more than 7  $\frac{3}{4}$  hours per day worked in a position/job or in combination between positions/jobs designated as Office.~~
- ~~—— No more than 8 hours per day worked in combination between a position/job designated as Office and a position/job designated as Regulated.~~
- ~~—— No more than 8 hours per day worked in a position/job or in combination between positions/jobs designated as Regulated.~~
- ~~—— No more than 6 days/40 hours in a calendar week.~~
- ~~—— No more than 112 hours in the three (3) week work cycle.~~
- ~~—— With the understanding that Saturday and Sunday are not normal days of work for positions/jobs designated as Office and for maintenance positions/jobs; and Sunday is not a normal day of work for positions/jobs worked in stores and the warehouse.~~

~~—— C) One or More of the Multiple/Concurrent Positions/Jobs are Unregulated~~



~~If the hours of work designation for one or more of the multiple/concurrent positions/jobs are Field or Unregulated, the maximum hours of work shall be:~~

- ~~— No more than 7 ¾ hours per day worked in a position/job or in combination between positions/jobs designated as Office.~~
- ~~— No more than 8 hours per day worked in combination between a position/job designated as Office and a position/job designated Regulated.~~
- ~~— No more than 8 hours per day worked in a position/job or in combination between positions/jobs designated Regulated.~~
- ~~— No more than 12 hours per day worked in combination between a position/job designated as Office and a position/job designated as Field or Unregulated.~~
- ~~— No more than 12 hours per day worked in combination between a position/job designated as Regulated and position/job designated as Field or Unregulated.~~
- ~~— No more than 6 days in a calendar week.~~
- ~~— No more than 224 hours in the six (6) week work cycle.~~
- ~~— With the understanding that Saturday and Sunday are not normal days of work for positions/jobs designated as Office and for maintenance positions/jobs worked in the warehouse; and Sunday is not a normal day of work for positions/jobs worked in a stores and the warehouse.~~

**New**

#### **LETTER OF UNDERSTANDING #6**

**Re: Merit Hiring  
(Effective September 1, 2013)**

**The parties agree that for formal supervisory positions within the Authority (with full recognition of supervisory duties under the class plan) that candidates will be assessed based on the following criteria:**

**Merit – as described in Article 4.8.3.  
Seniority - as defined in Article 3.**

**Each criteria shall bear equal weight within the scoring process, each one holding one-half (1/2) value to determine the overall score of candidates.**

**The candidate with the highest overall passing score shall be offered the position. If the candidates' overall scores are relatively equal, the senior candidate shall be offered the position.**

**The parties shall meet to formalize the process, define weighting and the parameters of relatively equal to ensure a consistent and objective process.**

**This letter of understanding shall expire at the end of the term of this agreement  
(March 31, 20**

**Delete (moved into Article 4)**

~~LETTER OF UNDERSTANDING #7~~

~~Re: Inter-Community Transfers for Store Employees  
January 2, 2001  
(Revised: June 2010)~~

~~The parties to this letter of understanding agree to the following amendment to the collective agreement for the purpose of inter-community transfers for store employees:~~

~~1.a) — Non Multiple Store Community~~

~~When a store employee submits a written request to the Vice President, Retail Operations to be transferred to a non multiple store community, her name will be placed on a part-time employment list for that community.~~

~~When a part-time position is available, the employee on the part-time employment list will be offered the position.~~

~~Such offer of a position activates the transferred employee onto the stores part-time seniority list for that community, subject to meeting the qualifications for the position and subject to her provincial seniority.~~

~~For the purpose of this Letter of Understanding the part-time employment list means a list established when an employee requests a transfer to a community in anticipation of an offer of a position.~~

~~— b) — Multiple Store Community~~

~~When a store employee submits a written request to the Vice President, Retail Operations to be transferred to a multiple store community, her name will be placed on a part-time transfer list for that community. The transfer approval must be received in the Human Resources branch.~~

~~When a part-time vacant position is posted in one of the stores in the requested community, the employee's name will automatically be placed on the applicant list for that vacancy's competition.~~

~~Should the employee be determined as the senior qualified applicant, such offer of a position activates the transferred employee onto the store's complement.~~

~~2. Once an employee's name is activated by the offer of a position, their name will be removed  
— from the originating community.~~

~~3. When an employee that is activated by the offer of a position is a full-time employee, that  
— employee shall change job status to part-time, and her seniority date shall be converted to  
— seniority hours per Article 3.1.3.~~

~~Either party may give sixty (60) days notice to renegotiate or terminate this letter of understanding.~~

**Delete**

#### LETTER OF UNDERSTANDING #8

~~RE: Sunday Opening  
March 20, 2002  
(Revised: June 2010)~~

~~— The parties agree to the following principles:~~

~~1. Hours of Work~~

~~A work period for full-time store and warehouse employees shall be Monday through Saturday and will consist of fourteen (14), eight (8) hour workdays and one earned day off (EDO) in a (3) week period.~~

~~2. Work on Sunday shall be voluntary with available hours posted and claimed by employees in order of seniority. However, if a sufficient number of employees do not volunteer to work on a Sunday, the Authority shall have the right to schedule hours on a rotational basis giving adequate notice, provided the employee is qualified to perform the work required.~~

~~The parties to the Letter of Understanding further agree that the specific operating guidelines for Sunday opening as jointly developed between the Employer and the Union shall be contained in the Authority's Policy Manual.~~

~~Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.~~

**Delete**

#### LETTER OF UNDERSTANDING #10

~~Re: Aboriginal Hiring Initiative  
April 1, 2007~~

~~The parties agree that a Letter of Understanding (LOU) will be negotiated, within ninety (90) days of the signing of this agreement (unless extended by mutual agreement of the parties), which will facilitate a process of the hiring of Aboriginal applicants into entry level positions in liquor stores. This program shall include paid training and the accrual of provincial seniority.~~

~~At the conclusion of the training program, successful applicants shall be placed in the maximizing pool of their choice, and will be subject to the provisions of the Collective Agreement and LOU #4, Part-time Hours of Work — Part-time Warehouse and Liquor Store Employees.~~

~~This LOU is intended to assist the Authority in achieving a workforce which is representative of the Aboriginal working-age population of Saskatchewan.~~

~~Either party may give sixty (60) days notice to renegotiate this Letter of Understanding.~~

## **Renumber**

LETTER OF UNDERSTANDING #97 – Youth Employment

## **General Wage Increase/Monetary Package**

All employees with the exception of those positions/employees specified below

Effective the first full pay period commencing on or after April 1 to be reflected in Schedule “A” of the Collective Agreement.

Year 1 (2013)	2% wage increase retroactive effective 2013/04/14
Year 2 (2014)	1.5% wage increase effective 2014/04/13
Year 3 (2015)	1.7% wage increase effective 2015/04/12
Year 4 (2016)	1.75% wage increase effective 2016/04/10 0.25% matched pension increase effective 2016/04/10

#### Assistant Store Manager Level 6 and Store Manager Level 6

Effective the first full pay period commencing on or after April 1 to be reflected in Schedule "A" of the Collective Agreement where a new separate pay scale shall be added to reflect the Assistant Store Manager Level 6 and Store Manager Level 6 pay scale as defined below.

Year 1 (2013)	1% retro wage increase effective 2013/04/14 plus an equivalent 1% lump sum payment
Year 2 (2014)	0.75% wage increase effective 2014/04/13 plus an equivalent 0.75% lump sum payment
Year 3 (2015)	0.85% wage increase effective 2015/04/12 plus an equivalent 0.85% lump sum payment
Year 4 (2016)	1.75% wage increase effective 2016/04/10 plus 0.25% matched pension increase

#### Store Manager Level 8

Schedule "A" of the Collective Agreement shall have a new separate pay scale added to reflect the Store Manager Level 8 pay scale.

Year 1 (2013)	2% equivalent lump sum payment effective within one month of ratification
Year 2 (2014)	1.5% equivalent lump sum payment effective 2014/04/13
Year 3 (2015)	1.7% equivalent lump sum payment effective 2015/04/12
Year 4 (2016)	1.75% equivalent lump sum payment effective 2016/04/10 plus 0.25% matched pension increase

**An employee, who occupies a position in which lump sum payment is applicable, may direct this payment to an RRSP upon request.**

**Employees that have resigned/retired employment since April 1<sup>st</sup> 2013 have 120 days from ratification to apply for retro pay.**

**Unless otherwise stated within the Letter of Understanding the following shall be added "Either party may give sixty (60) days notice to renegotiate this Letter of Understanding"**

**Any additional housekeeping changes not reflected within this MOA will be upon mutual agreement between the parties.**

Memorandum of Agreement between the Saskatchewan Liquor and Gaming Authority  
and the Saskatchewan Government and General Employees' Union, signed the  
day of \_\_\_\_\_, 2013.

Saskatchewan Government  
and General Employees' Union

Saskatchewan Liquor and  
Gaming Authority

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