

**UNION**

**MANAGEMENT**

**AGREEMENT**

between  
The Government of Saskatchewan  
and  
Canadian Union of Public Employees  
Local 600

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**October 1, 2021 to September 30, 2022**

*Saskatchewan!*

**CUPE** / Canadian Union  
of Public Employees

This Agreement made in duplicate this 10 day of February, 2023.

**Between**

Her Majesty in the Right of the Province of Saskatchewan, represented by the Minister in charge of the Public Service Commission, hereinafter referred to as the Government

of the first part

**And**

The Canadian Union of Public Employees, Local No. 600-3 and 600-5, being Chartered Local Unions of the Canadian Union of Public Employees hereinafter referred to as the Union

of the second part

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## **Preamble**

In consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and scales of wages, the parties to this agreement do hereby enter into, ordain, establish and agree to the following terms:

## **Statutes and Regulations**

The Government agrees that no amendment, repeal or revision of The Public Service Act, The Public Service Superannuation Act, The Superannuation (Supplementary Provisions) Act, or The Public Employees Pension Plan Act or of the Regulations thereunder as they relate to positions within the scope of this Agreement, shall be effected unless notice in writing of such proposed amendment, repeal or revision is served upon the Union, and unless an opportunity to make representations is afforded the Union upon application.

## **Bargaining Agent**

The Government agrees to recognize CUPE Local 600 as the sole collective bargaining agent for all the employees in the Ministry of Social Services, Community Living Service. The Government hereby consents and agrees to negotiate with the Union, or its designated representatives on any and all matters dealing with working conditions, hours of work and scales of wages for employees covered by this agreement. Management will confirm in writing all decisions arrived at through local negotiations.

## **Definitions**

- a) "Promotion" is defined as the movement of an employee from a position to another position with a higher maximum hourly rate of pay.
- b) "Demotion" is defined as the movement of an employee from a position to another position with a lower maximum hourly rate of pay.
- c) "Transfer" means the movement of a qualified employee from one position to another position that has the same maximum hourly rate of pay.
- d) "Permanent Head" means the permanent head or their designate. The terms Deputy Minister and Permanent Head are interchangeable in this Collective Agreement.
- e) Where the context so requires masculine and feminine genders and singular and plural shall be considered interchangeable.
- f) "Layoff" shall be defined as a reduction in the work force, which results in loss of employment and an employer initiated reduction in the regular hours, as defined in this Collective Agreement.

g) Definition of Employees:

i) Permanent Employees shall include:

a) Full-time:

An employee who is required on an ongoing full-time basis and who has successfully completed an initial probation period

b) Part-time:

An employee who is required on an ongoing, scheduled less than full-time basis as per their accepted letter of offer and; has successfully completed an initial probation period and; is eligible for additional work up to and including full-time hours.

ii) Non-Permanent Employees shall include:

a) Term:

An employee whose tenure of employment is limited to a specific period of time, not to exceed two (2) years unless agreed by the parties, and who is hired to temporarily perform the duties of a position or assigned a special project.

b) Relief:

An employee who is required to provide short-term relief of full-time, part-time, or term employees and may also work shifts as operationally required not necessitated by replacing an employee who is absent. A relief employee is eligible to work up to full-time regular hours. Relief employees when replacing full-time, part-time or term employees will work the hours of the employee being replaced.

iii) "Probationary Employee" means an employee in a permanent position on initial probation.

h) Less-than-full-time is defined as any employee where the accepted letter of offer does not guarantee full-time hours. This includes permanent part-time, less than full-time term and relief appointments.

i) Full-time is defined as permanent and term employees where the accepted letter of offer guarantees full-time hours.

j) For benefit entitlement (i.e. sick leave, vacation, etc.) purposes "Day" shall be defined as the regular daily hours articulated in Article 13.02.

## ARTICLE 1 - TERM OF AGREEMENT

### 1.01 Duration

This agreement, except as specified otherwise herein and unless changed by mutual consent of both parties hereto, shall be in force and effect from and after OCTOBER 1, 2021 up to and including SEPTEMBER 30, 2022, and from year to year thereafter unless notification of desire to amend be given in writing.

### 1.02 Changes to the Agreement

Either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date hereof, give notice to the other party to negotiate a revision thereof.

### 1.03 Reassurance: Continuous Bargaining, Addressing and Revisiting Issues

- a) The parties are committed to establishing a positive working relationship and to solving problems throughout the term of the collective agreement.
- b) The parties agree to address all issues and revisit provisions contained in the collective agreement to resolve matters of concern.
- c) These undertakings do not mean that all issues will be resolved. Rather, the commitment is to seek resolution in good faith.
- d) Any proposed changes to the collective agreement that result from the foregoing negotiations must be approved by the parties.

### 1.04 Letters of Understanding

Letters of Understanding entered into by the parties have the same force and effect as if they were contained within the agreement, subject to any expiry, renewal or amendment provisions specified within each Letter of Understanding.

## ARTICLE 2 - SCOPE

2.01 This Collective Agreement shall cover all employees employed by the Government of Saskatchewan in the **Ministry** of Social Services in the following area pursuant to order(s) of the Labour Relations Board:

- i) Social Services employees in the Community Living Service Delivery Branch in the Income Assistance and Disability Services Division of Social Services, and

except employees in the Management Classification Plan Levels 1 to 12

- 2.02 a) In the event that any excluded position is reclassified during the term of this agreement, it shall remain excluded provided that the Union may require that the scope of the position as reclassified be the subject of negotiation between the parties.
- b) In the event that any in-scope position, encumbered or vacant, is reclassified to an out-of-scope classification, the Union shall receive written notification of such reclassification. The position shall remain in-scope, provided that the Government may require that the scope of the position, as reclassified, be the subject of negotiation between the parties. If the parties are unable to agree on the scope of the position as reclassified, the parties shall jointly submit the position to the Labour Relations Board for final adjudication.
- Should the parties agree on the position to be out-of-scope of the union, such decision may be subject to a one year review at the request of either party.
- c) If either party serves notice of its intent to exercise its options under a) or b), above, negotiation shall commence within thirty (30) days of such notice.

2.03 In-Scope Position Establishment

The in-scope position establishment covered by this agreement shall be provided to the Union not later than September 1 of each year.

The employer will supply the Union with the classification level/occupation and the number of positions in each classification level/occupation by appointment type.

All permanent positions filled on a non-permanent basis or left vacant shall be posted as permanent positions after two (2) years unless otherwise mutually agreed between the parties to this agreement.

2.04 Staff Changes

A monthly statement listing appointments, promotions, demotions and separations with date of termination, hiring, or appointment, shall be sent to the local union branch.

A list of new permanent, probationary and non-permanent employees shall be submitted to the local union branch on a monthly basis.

### **ARTICLE 3 - JOB SECURITY AND RIGHTS**

3.01 Job Security

- a) Where the Government intends to terminate, or transfer out of CUPE Local 600 jurisdiction, a program, or activity affecting the tenure of employment in the public service of any employee, the Union shall be given as much notice in writing as possible.

- b) If an employee covered by the PSC/CUPE 600 Collective Agreement is impacted by merger, or amalgamation due to the reorganization of delivery of services to another employer within the province, the following shall apply:
- i) The employer shall provide the Union with a minimum of one hundred and twenty (120) days notice of such merger, or amalgamation.
  - ii) The employer will meet with the Union to negotiate the protection of benefits (i.e. sick leave credits, vacation entitlement, seniority, pensions, etc.) for employees impacted by such mergers.
  - iii) The employer will meet with the Union to negotiate the re-employment rights of employees impacted by such mergers and amalgamation.
  - iv) Section 6-18 of *The Saskatchewan Employment Act* shall be applicable.

If positions are abolished as a result of mergers, or amalgamation, the terms and conditions of the PSC/CUPE 600 Collective Agreement, Article 10, shall apply.

**3.02 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this Collective Agreement or local Letters of Understanding.

**3.03 No Discrimination or Harassment**

- a) The Employer and the Union agree that there will be no discrimination or harassment with respect to any employee by reason of age, race or perceived race, creed, colour, ancestry, or place of origin, nationality, religion, political affiliation or activity, sexual orientation, gender identity, sex, marital or family status, place of residence, receipt of public assistance, disability (subject to bona fide occupational requirements), physical size or weight, nor by reason of their membership or activity in the Union.
- b) The Employer and the Union recognize the right of employees to work in an environment free of harassment in accordance with Part III of *The Saskatchewan Employment Act* and free from discrimination in accordance with *The Human Rights Code* and Regulations.
- c) The parties recognize the Duty to Accommodate in accordance with the Human Rights Code and Regulations and agree to accommodate workers in accordance with the Code.

- d) If discrimination or harassment has taken place, appropriate action, as determined by management, in consultation with the Union, shall be taken against the harasser. The employer, with the co-operation of the Union, will ensure that the discrimination or harassment ceases. Complaints or grievances with respect to discrimination or harassment shall be handled so as to protect the confidentiality of those involved.

3.04 Harassment

- a) The employer and the union recognize the right of employee(s) to work in an environment free of harassment. While it is the employer's responsibility to provide a work place free of harassment, both the union and the employer will work jointly to achieve that goal. The employer may discipline an employee who engages in harassment of another employee.
- b) Harassment refers to behaviors that are not welcomed, not reciprocated and that the harasser knew, or should have known, were objectionable.
- c) The process for addressing harassment shall be in accordance with the process jointly agreed to by the parties as identified in Letter of Understanding #2010-01. This process can only be amended by agreement of the parties.

3.05 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, research or working supervisor.

The use of volunteers will not be precluded providing they are supernumerary.

**ARTICLE 4 - UNION SECURITY AND CHECKOFF OF UNION DUES**

4.01 Union Membership

An employee who is now, or hereafter applies for and receives membership in the Union will maintain membership in the Union as a condition of employment. A new employee will, within thirty (30) calendar days after the commencement of employment, apply for and receive membership in the Union as a condition of employment. An employee whose position falls within the scope of this Agreement and in the absence of a Labour Relations Board ruling to the contrary will, as a condition of employment, tender to the Union the periodic dues and initiation fees, assessments and levies required to be paid by all members of the Union.

#### 4.02

##### Check-off

- a) The Government agrees that upon written request by the Union, accompanied by signed authorization cards, all initiation fees, bi-weekly union dues, monthly Union dues, assessments, or levies, shall be deducted from, and on behalf of, all employees who are members of the Union, and that there shall be deducted from the wages due every other employee coming within the scope of this agreement a sum equal to the bi-weekly union dues, monthly union dues, and that such monies shall be made payable to and forwarded to the Secretary-Treasurer of each local branch of the Union not later than the fifteenth (15th) day of each month, accompanied by a list of names of all employees from and on behalf of whom such deductions have been made. Monthly statements showing the names of all employees, earnings for which dues are deducted, names of all additions, deletions, changes of name, classification level/occupation and/or status, and specifying the classification level/occupation and public service status of the employees so listed, shall also be forwarded to the Secretary-Treasurer of the Union.
- b) Cessation or commencement of payment of union dues payable by members moving in or out-of-scope of this agreement shall take effect as follows:
  - i) Negotiated inclusion or exclusion - the month following the signing of an agreement.
  - ii) Promotion, demotion or transfer - the month following such promotion, demotion or transfer.
  - iii) Reclassification - the month following the decision to reclassify.
- c) A union member temporarily assigned, or temporarily reclassified to an out-of-scope position, will continue to pay union dues based on their rate of pay in their last in-scope position.

#### 4.03

##### Dues Receipts

The Government shall include on the employee's T-4 slip the amount of union dues, initiation fees, or assessments, paid by each union member to the union in the previous year.

#### 4.04

##### Union – Management Meetings (Central Services)

It is agreed that the Canadian Union of Public Employees Local 600 and the Ministry of Central Services will meet quarterly, or as agreed to by the parties. Ministry employees shall suffer no loss in regular pay while attending such meetings. The purpose of the meeting will be to support good employee/management relations and to address outstanding issues of importance to the parties. Included on each agenda will be "Departmental Initiatives". Minutes to be provided by management in a timely fashion.

## ARTICLE 5 - HEALTH AND SAFETY

### 5.01 Occupational Health and Safety

#### a) Cooperation on Safety

The union and the employer, as a matter of principle, recognize that occupational health and safety is a shared concern of the parties. They will cooperate on promoting and improving rules and practices which will enhance the physiological and psychological working conditions for all employees in accordance with Part III of *The Saskatchewan Employment Act* and Regulations. There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Article.

#### b) Joint Employer - Employee Health and Safety Committee

Joint Employer - Employee Occupational Health and Safety Committee shall be established to represent places of work as agreed between the parties. The 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 elected or appointed by the union members and each committee shall have employer and employee chairpersons, as appointed by their respective parties.

The Occupational Health and Safety Committee shall have a continuing concern with respect to the health and safety at the work place. The committee shall meet no less than quarterly. The committee 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.

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 compensated by providing time-in-lieu at straight time rates.

#### c) Training For Committee Members

Where training is provided by the Ministry of Labour and Workplace Safety, or jointly by the union and the employer, employees exercising such leave shall suffer no loss of pay or benefits. In addition, subject to reasonable notice, all committee members shall

be entitled to up to five (5) day's leave without pay, per year, for purposes of attending Occupational Health and Safety training courses, seminars, or courses of instruction.

d) **Safety and Health Reports, Records and Data**

The employer shall provide the members of the Health and Safety Committee with details of every accident, incident, or occurrence of an occupational disease that occurred at the work place on a quarterly basis.

5.02 **Medical Exams**

Where the work situation warrants, an employee may be required to take a medical examination. The examination fee shall be paid by the Employer. The employee shall suffer no loss of pay or benefits in connection with the examination.

Reasons for the request shall be provided to the employee in writing at the time of the request.

5.03 **Violence in the Work Place**

The Government of Saskatchewan and the Canadian Union of Public Employees, Local 600, agree that violence against employees in the work place is not desirable and that parties agree to work together to reduce the incidence and causal factors of violence.

To that end, the parties to this Agreement agree to the following:

a) **Definition of Violence**

Violence shall be defined as any incident in which an employee is physically, or verbally abused, or assaulted during the course of their employment.

b) **Violence Policies and Procedures**

The employer and the Union agree to jointly develop policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and support to employees who have faced violence. The policies and procedures shall be part of the employer's health and safety policy and written copies shall be posted in a place accessible to all employees.

The policies and procedures may include, but not be limited to:

- i) provision of adequate information about a client's previous, actual, or potential violent behaviour to employees;
- ii) adequate arrangements to investigate cases internally where violence and assaults against employees have occurred;
- iii) provision for the Joint Occupational Health and Safety Committees to review the effectiveness of anti-violence policies at the local level; and

iv) the confidentiality of all client information released under this policy.

**c) Measures and Procedures to Prevent Violence to Employees**

The parties agree that, in developing measures and procedures to prevent violence, priority will be given to options such as job redesign, adequate staff to resident ratios and improving the working environment before considering the need for personal protection, or alarms.

All incidents involving aggression, or violence shall be brought to the attention of the local Joint Occupational Health and Safety Committee.

**d) Staff**

The parties agree that, where there is a risk of violence, an adequate level of trained employees must be present. The parties agree that where a client is assessed as being actually violent, or aggressive, no employee will be required to approach that client without being accompanied by at least one (1) other employee.

**e) Training**

All employees working in areas where there is a risk of violence shall be trained with a course including, but not limited to:

- causes of violence;
- factors that precipitate violence;
- recognition of warning signs;
- prevention of escalation;
- controlling and defusing aggressive situations; and
- details of the employer's policies, measures and procedures to deal with violence and the availability of supportive counseling.

The local Joint Occupational Health and Safety Committee will conduct a survey of all employees to see which employees require the training and the effectiveness of any previous training programs.

**f) Support and Counseling**

The employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.

Therefore, where the employee is a victim of violence, the employer agrees to refer the employee to the Employee and Family Assistance Program for adequate counseling.

**g) Alarms and Paging Systems**

The employer, upon the recommendation of the local Joint Occupational Health and Safety Committee, shall provide alarms, or paging systems that will be effective in summoning immediate assistance. All employees shall receive training about the use and reasonable care of such systems.

5.04 Duty to Accommodate

Any duty to accommodate issues that impact any term or condition of this agreement shall be dealt with and mutually agreed upon between the parties at the local level.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

6.01 Preamble and Definitions:

a) Definition

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement and Letters of Understanding.

b) Grievance Committee and Designated Officials

The Union shall submit, in writing, to the Executive Director of CLSD, Social Services, the names of the members of its Grievance Committee and Union Stewards. The aforementioned Directors shall submit, in writing, to the Union, the names of the supervisory officials and designates delegated to deal with disputes or differences. Each party shall report subsequent changes to the other.

c) Staff Representatives

In the discussion of grievances with the Employer, the Grievance Committee may, at any time, be accompanied by a staff representative of the Canadian Union of Public Employees.

d) No Loss of Pay

The supervisory official concerned will meet representatives of the Grievance Committee and/or the Union Steward during working hours and no employee, steward, or member of the Grievance Committee, shall suffer loss of pay for time spent in discussing grievances or complaints with the Employer.

e) Time Limits

The time limits set out in Article 6 may be extended by mutual agreement between the parties.

f) Access to the Grievance Procedure

With the exception of a grievance which relates to a termination of employment and/or payment due on separation, access to the grievance procedure is limited to a person who, as of the date of initiating the grievance, is an employee within the scope of this Collective Agreement.

6.02 Grievances: Time Limits and Procedures

It is understood that before a grievance is submitted at Step 1 the employee/Union should attempt to resolve the dispute through discussion with the delegated supervisory official. If the matter is not settled to the employee's/Union's satisfaction, the employee/Union may proceed to file a grievance.

The union shall have carriage of all grievances which shall be processed as follows:

a) Step 1

- i) The grievance shall be filed with the appropriate designated official within twenty-eight (28) calendar days of the alleged violation. Notwithstanding, the twenty-eight (28) day time limit shall not apply where the Employer has allegedly failed to apply a specific benefit (e.g. shift differential, vacation pay, etc.). In those latter instances, the time limit shall be ninety (90) calendar days.
- ii) The designated official shall meet with the Union within seven (7) calendar days of receipt of the grievance and render a written decision on the grievance within seven (7) calendar days of the meeting.

b) Step 2

- i) If the grievance is not resolved to the Union's satisfaction, the grievance may be advanced to the appropriate Executive/Regional Director or designate, within seven (7) calendar days of receipt of the decision at Step 1.
  - ii) The appropriate Executive/Regional Director or designate shall meet with the Union within seven (7) calendar days of receipt of the grievance at Step 2 and render a written decision within seven (7) calendar days of the meeting.
- c) If the dispute is not resolved to the Union's satisfaction, the Union may submit the matter to arbitration by serving notice to the Labour Relations Branch of the Public Service Commission within twenty-eight (28) days of the receipt of the decision at Step 2.
- d) By mutual agreement between the Union and the Employer, a grievance may be submitted for mediation prior to proceeding to arbitration.

- e) The parties to this agreement may agree to terms which settle the grievance prior to arbitration.

6.03 Arbitration

- a) The parties, by mutual agreement, may use the services of either a single arbitrator or an arbitration board. When using the services of a single arbitrator, the arbitrator will be mutually agreed to by the parties to this agreement.

b) Establishment of a Board

An arbitration board shall consist of three (3) members appointed in the following manner:

- i) The request for arbitration referred to in a) shall contain the name of the person appointed to the board by the applicant.
- ii) The Deputy Minister (or their Designate) shall, within fourteen (14) calendar days of receiving the request for arbitration, furnish to the applicant the name of their appointee to the board. If the Deputy Minister (or their Designate) fails to comply, the Chair of the Public Service Commission shall, within a further period of fourteen (14) calendar days, appoint the Government's representative to the Board.
- iii) The two (2) appointed Board Members shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a Chairperson. If there is no agreement on the name of the Chairperson, either of the parties may apply to the Labour Relations Board who shall make the appointment.

c) Board Procedure, Authority and Decision

- i) An Arbitration Board shall convene a hearing and it shall give full opportunity to the parties to make representations and to present evidence. The Board may accept, admit and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.
- ii) An Arbitration Board shall not have the authority to change, alter, modify, or amend any provisions of this agreement. However, an arbitration board shall have the power to dispose of any grievance involving dismissal or disciplinary action in the following manner:
- by allowing the grievance;
  - by denying the grievance; or
  - by substituting a penalty which it deems just and equitable.
- iii) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair

shall be the decision of the Board. The decision of the Board shall be final and binding and enforceable on all parties.

d) Expenses of Arbitration:

i) The Board:

Each party shall pay the fees and expenses of its nominee and one-half (1/2) of the fees and expenses of the Chair.

ii) Arbitration Witnesses:

In the event an employee is called as a witness before an Arbitration Board, leave and expenses shall be applicable as follows:

- 1) If called by the Government, leave without loss of pay and expenses paid by the Government.
- 2) If called by the Union, leave without pay and expenses paid by the Union.
- 3) If called by the Board, leave without loss of pay and expenses shared equally by the parties.
- 4) If a witness is subpoenaed, the party requesting the subpoena shall be deemed to have called the witness.
- 5) Article 19.15 shall have no application in the grievance/arbitration processes between the parties.

## **ARTICLE 7 - DISMISSAL, SUSPENSION AND REPRIMAND**

7.01 Presence of a Shop Steward

In all cases where the Permanent Head or their nominee considers an employee's conduct to warrant a disciplinary action (dismissal, suspension, reprimand), no steps shall be taken other than in the presence of a Shop Steward or a grievance representative who may, at the option of the employee, act as an advocate. The employee shall have an opportunity to state their side of the case.

7.02 Suspension During Investigation

- a) When an employee's conduct is considered by the Permanent Head (or their Designate) to warrant immediate dismissal, such employee shall be placed on suspension pending investigation with a recommendation for dismissal. The Union, within seven (7) days of the decision of the Permanent Head, or their designate, may file a grievance on behalf of the employee relating to any disciplinary action taken by the employer.
- b) When an employee's conduct is considered by the Permanent Head (or their Designate) to warrant a notice of dismissal, as provided in Article 28.05 b), it shall be given to the employee. If a

grievance is lodged by the Union within seven (7) days from the date of notice, the employee shall be placed on suspension and for benefit purposes, shall be treated as if on leave with pay after the expiration of the notice with a recommendation for dismissal until the dispute is resolved.

7.03 Grievances submitted under 7.02 above may be submitted directly to arbitration. Notwithstanding, when a grievance is submitted directly to arbitration, a Step 2 meeting shall occur and a decision shall be rendered as outlined in Article 6.02 b) ii).

7.04 Wrongful Dismissal or Suspension

Should an employee be dismissed or suspended and it is later established that such dismissal or suspension was unfair, or not in accordance with the provisions of this agreement, they shall be returned immediately to their former status in all respects and shall be compensated for the loss of wages and credited with earned benefits by the Government which they suffered by reason of such dismissal or suspension.

In the case of Permanent Part-time, Term, and Relief employees, who are working less than full-time hours, wages and benefits to such an extent as would be reasonable and will be determined by calculating the average time worked over the previous twenty-six (26) bi-weekly pay periods (or averaged over the time worked, if less than twenty-six (26) pay periods), to determine what the employee would have worked had the dismissal, or suspension not taken place. Management may fill the position only on a temporary basis until final disposition of the dispute.

7.05 Reasons to be Given

- a) An employee shall not be dismissed without good and sufficient cause to be stated in writing in the dismissal notice.
- b) When an employee is demoted, reprimanded, suspended, or reverted to their former position, the Permanent Head, or their nominee, shall advise the employee in writing of the reasons for the action taken and a copy shall be submitted to the Union at that time.
- c) The matter contained in letters in reference to any of the above actions will be restricted to the facts which led to the action. If the employee concerned wishes to respond, they may do so in writing and such response will become a part of the documentation. At the employee's request, a copy of their response will be forwarded to the Union.

7.06 Letters of reprimand two (2) years and older will not be used against an employee in any disciplinary action, unless the incident in the letter of reprimand has been repeated within the two (2) year term.

Letters of reprimand concerning client abuse shall be subject to a five (5) year time limit.

7.07 Personnel Records

- a) An employee
- b) will have the right to have access to and review their personnel file upon request. Employees shall give forty-eight (48) hours written notice of such a request when the file(s) are at a central location and twenty-four (24) hours written notice when the file(s) are at the local location. Personnel files may be viewed during normal office hours, Monday to Friday.

An employee will have the right to have copies of any material in their personnel file.

- c) A personnel record shall be maintained for all term and relief employees, covering periods of employment that are uninterrupted by a voluntary resignation from the service of the Government of Saskatchewan, dismissal for cause or an interval of non-employment of greater than one hundred twenty (120) consecutive calendar days.

If the service of the employee is interrupted for one (1) of the aforementioned reasons, the record of that employee shall, for the purposes of this Agreement, be deemed to be closed and if they subsequently again becomes an employee, they shall be considered to be a new employee. Current records shall be available for inspection by the employee and/or the union on behalf of the employee, in accordance with a) above.

7.08 Indemnity

The Government of Saskatchewan agrees to indemnify and save harmless any employee covered by this agreement for and against any liability incurred by the employee by reasons of any actions taken by the employee in good faith within the scope of their employment with the Public Service pursuant to policy PS813.

**ARTICLE 8 - SENIORITY**

8.01 Application of Seniority

- a) Seniority will be based on bargaining unit seniority from the date of hire.

Employees employed at June 30, 2007 were ranked in order of seniority calculated on days credited for CUPE 600 from the date the employee last entered the service of the employer.

- b) For the purpose of determining the seniority of two (2) or more employees who have the same bargaining unit seniority, their social insurance numbers will be used. The employee with the lowest last six (6) social insurance numbers will be considered the senior.
- c) Management will prepare seniority rosters by CUPE Local not later than October 1 of each year. Twenty-four (24) copies will be provided to the Union for posting in work areas. All errors reported

within ninety (90) days of posting will be corrected forthwith and employees shall be notified in writing of the outcome of their seniority challenge. Further corrections will not be made until the following year.

- d) Management will supply the union with an electronic copy of the seniority roster, as per Article 8.01 c), that can be filtered and sorted.

#### 8.02 Staff Entering the Service

- a) The seniority of an initial probationary employee shall be accumulated from the date they enter the Government Service, except as provided in Article 29.
- b) An employee's seniority shall be considered broken by reason of:
  - i) Dismissal for just cause;
  - ii) Voluntary resignation from the service of the Government of Saskatchewan;
  - iii) Retirement
  - iv) Continuous layoff for a period in excess of thirty-six (36) months.
  - v) For relief employees an interval of non-employment of greater than one hundred and twenty (120) calendar days within the bargaining unit.
  - vi) For term employees no offer of a relief, term or other permanent appointment prior to the expiration of the term.

#### 8.03 Leave of Absence

Seniority dates/accumulated seniority will be maintained for the first twelve (12) consecutive months only of a leave of absence without pay, except that:

- a) In the case of sickness, or non-compensable accidents, seniority will continue to accrue beyond the date when sick leave credits expire.
- b) Seniority dates will continue to accrue throughout an employee's period of educational leave, or leave of absence, with bursary support for educational purposes.
- c) Seniority will continue to accrue while on leave for Union business at large in accordance with the provisions of 21.02.
- d) Seniority will continue to accrue throughout the period of maternity, adoption, or parental leave taken under 21.03.

- e) Seniority will continue to accrue throughout an employee's time while on Workers' Compensation payments, as outlined under Article 26 and will continue to accrue while on leave of absence with Workers' Compensation benefits.
- f) Seniority dates will continue to accrue while an employee is receiving payments under the Long Term Disability plan referred to in Article 20.01.

## **ARTICLE 9 - PROMOTION, VACANCIES, TRANSFERS AND STAFF CHANGES**

- 9.01 a) Job Postings shall include the following information:
- classification level/occupation
  - status
  - qualifications
  - pay range
  - hours of work designation (e.g. office, regular day, shift or field)
  - location
  - opening and closing date of posting
  - start and end date
  - job title
- b) Vacancies which occur during the interval between the taking of an examination and the announcement of the results will not be filled on a permanent basis, if an employee in the Facility concerned has taken the examination and by passing it, will qualify for the vacant position.
- c) Services Unit – in-unit transfers (lateral). In a unit with two permanent positions having the same salary range and one position becomes vacant, the permanent incumbent of the other position might, before the application of 9.02, request management to transfer them to the vacant position.

Permanent employees of the services unit who wish to be considered for a lateral transfer will put their request in writing to their manager with a copy to the President, CUPE Local 600.

Prior to posting a vacancy in a services unit having the same salary range, management will review all current expressions of request i.e. the written requests on file at the time. A lateral transfer shall be offered to the most senior employee.

A permanent employee may request a transfer to a vacant position in their service unit only when the vacant position is:

- i) The same classification/level occupation, and
- ii) The same or lower percentage of hours.

For the purposes of clause i) above, level 5 Therapy Workers are considered to be the same classification/level occupation.

When a position is posted and filled through lateral transfer, the posting will be used to fill the vacancy created by the transferred employee.

Example:

A vacancy needs to be filled in Moose Jaw for a permanent 06HTW Outreach Worker. Coincidentally an employee in Saskatoon who is a permanent 06HTW had already expressed via a written request to be laterally transferred to Moose Jaw and was the most senior 06HTW to do so. This employee would be offered the transfer. In the event they declined the Moose Jaw vacancy, the next senior permanent 06HTW employee who had requested such a lateral transfer to Moose Jaw would be offered the lateral transfer and so on. In the event there are no other employees on record as having requested lateral transfers, the Moose Jaw vacancy would be posted in accordance with Article 9.01 a) and Article 9.02.

9.02 Vacancies (Permanent Full-time/Permanent Part-time and Term Work Over Three Months)

- a) Subject to Article 10.06, notice of any vacancy shall be posted in places accessible to all employees in the Union Local where the vacancy exists. Notwithstanding the existence of eligible lists for some classification level/occupations, employees must submit formal applications to all competitions for which they wish to be considered.

If, after seven (7) days from the date of posting, a permanent, probationary or non-permanent applicant from within the Local is available, the offer of appointment shall be made to the most senior employee applicant within that Local who possesses the necessary qualifications and ability sufficient to perform the required duties in a satisfactory and efficient manner.

- b) The employer shall provide the Union with a minimum of 48 hours notice (excluding weekends and statutory holidays) of all selection panels and a union observer shall have the right to be present for all employment interviews of members. No in-scope employee shall be required to be involved in the final evaluation of any in-scope applicant to any in-scope vacancies.

An employee who has been promoted, transferred, or demoted, shall begin their new duties as soon as possible, but in any case, not more than thirty (30) days after the offer of promotion, transfer, or demotion.

- c) Vacant positions may be advertised simultaneously for the Union Local and the public. Candidates outside the Local will be considered only if there are no qualified candidates within the Local.
- d) In accordance with Letter of Understanding #88-06, positions may be posted solely for members of designated diversity groups. Senior qualified diversity candidates from within the Union Local will

be considered prior to candidates from outside the Union Local.

- e) A copy of all advertisements shall be provided to the Local.
- f) Merit Assessment Staffing

The parties agree to a merit assessment staffing pilot for classification levels 08 and higher (permanent full-time, permanent part-time, terms and relief) and will apply to positions within Outreach and Prevention Services (OPS) and Community Services Unit (CSU).

The following provisions apply:

- i) A merit-based staffing model that incorporates a “relatively equal” provision.
- ii) Will be effective July 1, 2016 to March 31, 2018.
- iii) All permanent full-time staffing actions shall be posted for a minimum of seven (7) calendar days.

Each appointment to, and promotion within the public service shall be predicated on the selection of the most suitable applicant, but preference shall be given to in-service applicants where relatively equal, in order to establish a career service and to provide incentive and reward for good work performance and self-development.

#### Filling of Positions

Appointments to and from within the Public Service will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties performed, include the applicant’s education, skills, knowledge, experience, and past work performance.

The initial assessment of applicants shall be a process which appraises the knowledge, skills, abilities and personal attributes of applicants.

If the highest rated qualified applicant has the most seniority, this applicant shall be appointed.

If the highest rated qualified applicant is not the applicant with the most seniority, a determination will be made regarding which qualified applicants, if any, are relatively equal to this applicant. The qualified applicant who is relatively equal with the most seniority shall be appointed.

For the purpose of this clause “relatively equal” means candidates with a point score difference of 10% or less of the highest rated qualified applicant's points for education, skills, knowledge, and experience and past work performance.

For staffing vacancies for levels below 08 the provisions of 9.02 a) through e) and 9.03 a) through e) will be applied.

### Union Rights on Staffing Panels

The union shall have the right to have a representative sit in on the management deliberations of any staffing panel for the purpose of filling a vacant position under this Article. The union shall endeavor to appoint a representative who has received the PSC Merit Panel Representative Training. This Article shall apply only when the competition relates to a position within the scope of this agreement and where there are union members screened in to the competition.

#### **9.03 Posting of Term Work over Three (3) Months**

- a) Posting of term work will be waived in the case of summer relief and summer student work.
- b) Permanent employees accepting a term appointment through the posting process will have reversion rights back to their original permanent appointment.
- c) Relief employees who accept a term appointment through the posting process will revert back to the relief pool.
- d) The first two (2) vacancies created by the initial posting in Article 9.02 a) above will be posted in accordance with 9.02 a). Any subsequent backfill will be assigned to the most senior less than full-time employee who can accept the entire assignment. Exceptions may be made by mutual agreement at the local level.
- e) Except in the case of a promotional opportunity, an employee in a term appointment cannot bid on a subsequent term appointment unless they are in the last thirty (30) days of their present term appointment. Exceptions may be made by mutual agreement at the local level.

#### **9.04 Assignment of Additional Work**

Note: Every April 1 and October 1, permanent part-time employees will indicate in writing if they wish to be included in Pool A or Pool B or neither. Employees who do not indicate a preference in writing shall be placed in Pool A.

- a) Pool A – additional work that is identified at least seven (7) days or more in advance will be assigned to the senior permanent part-time employee in that classification level/occupation in the location where the work exists up to regular full-time hours.
- b) Pool B – additional work that is identified less than seven (7) days in advance or that cannot be assigned in accordance with clause a) above, shall be offered to the senior non-permanent employees in that classification level/occupation in the location where the work exists up to full-time regular hours. Permanent part-time employees who have opted to remain in Pool A do not have the option of being considered in Pool B.

- c) If the employer is unsuccessful in filling additional work assignments in accordance with Article 9.04 b) the employer will offer the work to those permanent part-time employees in Pool A that have indicated they are available for work.
- d) If the employer remains unsuccessful in filling the position, the work may be appropriately assigned as an overtime shift.
- e) Notwithstanding the above, when offering work to less than full-time employees in accordance with Article 9.04, the maximum number of shifts to be worked consecutively is as follows:
  - Eight (8) consecutive eight (8) hour shifts
  - Five (5) consecutive twelve (12) hour shifts
  - Six (6) consecutive ten (10) hour shifts
  - Sixty-four hours of work on consecutive days
  - Eight (8) consecutive days of work

Once these thresholds are reached, the employee will be removed from the list for forty-eight (48) hours from the end of their last shift.

Work of less than a full shift may be offered to any available other than full-time employee.

- f) Less than full-time employees working in more than one department shall be required to inform management of any previously booked shifts in another department. Less than full-time employees may hold a maximum of three (3) appointments.
- g) Less than full-time employees may decline a shift for any of the following reasons:
  - Illness or pre-scheduled medical appointments in accordance with Article 19
  - Attendance at a funeral in accordance with Article 19.12
  - Unable to arrange child care on a short-term basis
  - Previously scheduled work with another employer (the employee must have already provided a work schedule from their alternate employment including changes or updates as they occur)
  - Attendance at school (the employee must have already provided their school schedule including changes or updates as they occur)
  - Vacation entitlement in accordance with Article 18
  - Pressing necessity (which is an extraordinary and unusual circumstance over which the employee has little or no advance warning or control) or family leave in accordance with Article 19.12.
  - If accepting the shift will put the employee over 37.33 hours worked in the calendar week.
- h) If a less than full-time employee refuses three (3) call-ins within sixty (60) days, other than for those reasons identified above, they

shall be terminated from that position. Exceptions may be made by mutual agreement at the local level.

- i) If a less than full-time employee has not worked in an appointment for one hundred and twenty (120) days or more, the employee shall be terminated from that appointment.

9.05 Offer of Appointment

The Union will receive a copy of the offer of appointment at the same time it is sent to the successful applicant.

9.06 Applications While on Leave

Any employee, except relief, who is away from work for seven (7) calendar days or more may submit an application for expected or unexpected vacancies that may be posted during the period of their absence.

9.07 Reversion across Union Lines

- a) A permanent employee who moves to a position in another bargaining unit within the scope of *The Public Service Act* and who does not qualify in the probationary period, shall revert to their former position at their former salary rate in the salary range, subject to any increments that they would have received, had they remained in that position.
- b) A permanent employee on probation who moves to a position in another bargaining unit within the scope of *The Public Service Act* and fails the probationary period, shall be laid off and their name shall be placed at the top of the re-employment list for the highest classification level/occupation in which they have permanent status.

9.08 Discontinuance of Positions

The Union will be notified in writing within thirty (30) days of any vacant position which the Government intends to discontinue or not fill.

## **ARTICLE 10 - LAY-OFF**

10.01 Position Abolishment

In the event of the abolition of a permanent position within the scope of this agreement, the parties shall meet to discuss the implications of such reduction.

The parties to this Collective Agreement shall negotiate, on behalf of affected employees, relocation, retraining or redeployment, or any combination of these that the parties may mutually agree upon, in order to maintain employment. Should none of the mutually agreeable options maintain employment, the employee may pursue the bumping, or severance options, as provided by this Collective Agreement.

10.02 Employee Options

- a) A permanent employee subject to layoff shall be entitled to notice as determined under Section 2-60 of *The Saskatchewan*

*Employment Act*, but in no case shall the notice be less than thirty (30) calendar days.

They shall also have the right to exercise one of the following options:

- i) To exercise bumping rights, in which case the provisions of 10.03 shall be applied in order.
  - ii) To go on layoff, in which case the provisions of 10.06 shall be applied.
  - iii) To retire or resign, in which case the provisions of Article 11.01 shall be applied.
- b) Upon issuance of the lay-off notice, management agrees to meet with the affected employees and the designated union representative within three (3) normal working days (Monday to Friday) to set forth in writing the options available to each employee under the provisions of this Agreement as well as any additional programs sponsored by the employer. Union representatives shall suffer no loss of any pay or benefits for attendance at such meetings.
- c) A permanent employee who intends to exercise their bumping rights shall indicate such intent, in writing, to the designated supervisory official within five (5) normal working days (Monday to Friday) following the meeting referenced in b) above. An employee who does not indicate their intent to bump within this period shall be deemed to have opted to go on layoff.
- d) Permanent employees who have been bumped shall also be eligible to exercise one of the options outlined in 10.02 a) i), ii), or iii). Such employees shall be entitled to notice subject to the application of Article 28.05, as determined under Section 2-60 of *The Saskatchewan Employment Act*.
- e) Access to Sick Leave upon Position Abolishment
- i) An employee who becomes ill prior to receiving notice of lay-off in accordance with Article 10.02 a), and whose illness has not ended prior to the date of lay-off, will be able to use their accumulated sick leave credits up to a maximum of seventy-five (75) days from their date of illness subject to medical verification of the illness. Employees shall not accumulate seniority for time spent on sick leave after the date of lay-off.
  - ii) Subject to Article 10.02 e) iii), an employee who becomes ill after receiving notice of lay-off, and whose illness has not ended prior to the date of lay-off, will be able to use their accumulated sick leave credits up to the date of lay-off.

- iii) Should the notice of lay-off be given two (2) or more calendar months prior to the date of lay-off, the provisions of Article 10.02 e) i) would apply.

f) **Term Employees**

If a term employee is laid off due to lack of work, they shall be entitled to notice or pay-in-lieu thereof in accordance with Article 10.08.

10.03 **Bumping Procedure**

a) **Permanent Employees**

Both parties recognize that job security shall increase in proportion to length of service. The employer/department shall serve notice to the most junior employee(s) in the affected position(s) within the Local. An employee about to be laid off may bump the most junior employee within a classification with the same or closest percentage of hours of work, provided the employee possesses the necessary qualifications and ability sufficient to perform the required duties in a satisfactory and efficient manner. Employees may bump firstly within their location of work and secondly within their local. Employees may bump laterally or downward.

b) **Salary**

The salary of an employee who has bumped will be determined in accordance with the provisions of 22.09 a).

c) **Non-Permanent Employees**

Non-permanent employees have no bumping rights. Permanent employees in term appointments shall revert to their home positions.

10.04 **Order of Re-Employment – Permanent**

- a) Permanent Full-time employees, who elect to go on layoff under 10.02 a) ii), who have exercised their bumping rights to positions with a lower maximum hourly rate of pay, who have been unable to bump under Article 10.03, or who have been placed on the re-employment list in accordance with Article 21.04, or who have been placed on the re-employment list as outlined in other articles of this agreement, shall be ranked in order of union seniority. Employees placed on the re-employment list under Article 21.06 b) shall be re-employed as outlined below, only after all other employees on the re-employment list have been reviewed in accordance with 10.05 c).
- b) There shall be an onus on an employee whose name is placed on the re-employment list to identify in writing to the Public Service Commission and their administrative head, any classification level/occupation, pay, geographic or other restriction(s) they wish to place on their re-employment rights.

An employee on the re-employment list due to layoff shall be entitled to reject three (3) callbacks and then shall have their name removed from the re-employment list and lose eligibility for severance pay.

Employees on the re-employment list for any other reasons, who refuse to accept an offer of employment under conditions previously indicated as acceptable, shall have their name removed from the re-employment list.

- c) The senior employee on the re-employment list shall have the right, prior to the application of Article 9.02 a), to re-employment in a vacancy under the following conditions:
  - i) Action to fill the vacancy is initiated by management;
  - ii) The vacancy is in a classification level/occupation in the Union Local the employee belonged to immediately prior to the employee being placed on the re-employment list.
  - iii) The classification level/occupation is at the same, or a lower pay level, as was the employee's classification level/occupation immediately prior to the employee being placed on the re-employment list.
  - iv) The employee is qualified for the vacancy.
- d) An employee who, while on the re-employment list, takes a lower paid position will have their name remain on the re-employment list for the last position in which they held permanent status for the balance of the three (3) year period.
- e) An employee who is placed on the re-employment list shall be eligible to remain on the list for a period of three (3) years unless their name is removed from the list by the application of other Articles of this Collective Agreement. In any event, an employee's name shall be removed from the list after three (3) years.
- f) A permanent employee who is appointed from the re-employment list and does not qualify in their probationary period shall be returned to the re-employment list.
- g) An initial list will be provided to the union. After that, the union will receive a copy of the letter that advises the employee their name has been placed on the re-employment list.

#### 10.05 Permanent Part-time Re-employment Lists

- a) Permanent Part-time employees, who elect to go on layoff under 10.02 a) ii), who have exercised their bumping rights to positions with a lower maximum hourly rate of pay, who have been unable to bump under Article 10.03, or who have been placed on the re-employment list in accordance with Article 21.04, or who have been

placed on the re-employment list as outlined in other articles of this agreement, shall be ranked in order of union seniority. Employees placed on the re-employment list under Article 21.06 b) shall be re-employed as outlined below, only after all other employees on the re-employment list have been reviewed in accordance with 10.06 c).

- b) There shall be an onus on an employee whose name is placed on the re-employment list to identify in writing to the Public Service Commission and their administrative head, any classification level/occupation including percentage of full-time hours, pay, geographic or other restriction(s) they wish to place on their re-employment rights.

An employee on the re-employment list due to layoff shall be entitled to reject three (3) callbacks and then shall have their name removed from the re-employment list and lose eligibility for severance pay.

Employees on the re-employment list for any other reasons, who refuse to accept an offer of employment under conditions previously indicated as acceptable, shall have their name removed from the re-employment list.

- c) The senior employee on the re-employment list shall have the right, prior to the application of Article 9.02 a), to re-employment in a vacancy under the following conditions:
  - i) Action to fill the vacancy is initiated by management;
  - ii) The vacancy is in a classification level/occupation in the Union Local the employee belonged to immediately prior to the employee being placed on the re-employment list.
  - iii) The classification level/occupation is at the same, or a lower pay level, as was the employee's classification level/occupation with the same or closest percentage of hours of work immediately prior to the employee being placed on the re-employment list.
  - iv) The employee is qualified for the vacancy.
- d) An employee who, while on the re-employment list, takes a lower paid position or a lower percentage position will have their name remain on the re-employment list for the last position in which they held permanent status for the balance of the three (3) year period.
- e) An employee who is placed on the re-employment list shall be eligible to remain on the list for a period of three (3) years unless their name is removed from the list by the application of other Articles of this Collective Agreement. In any event, an employee's name shall be removed from the list after three (3) years.

- f) A permanent employee who is appointed from the re-employment list and does not qualify in their probationary period shall be returned to the re-employment list.
- g) An initial list will be provided to the union. After that, the union will receive a copy of the letter that advises the employee their name has been placed on the re-employment list.

**10.06 Benefits While on Lay-off**

An employee, upon layoff, will retain all previously earned benefits. The employee will earn benefits as outlined under the Leave of Absence, Article 21.

**10.07 Notice of Termination/Resignation for Term/Relief Employees**

a) Termination

In accordance with *The Saskatchewan Employment Act*, notice (which may be waived by mutual agreement) shall be given in writing by the employer, provided that this shall not apply when an employee is dismissed for just cause. When notice is not given, payment of one (1) day's pay in lieu of each day defaulted shall be made to the employee.

b) Resignation

An employee who has worked in the same classification level/occupation for three (3) consecutive months shall give not less than seven (7) calendar days' notice of resignation.

- c) When an employee is in default of public monies, or when satisfactory accounting for equipment or stores has not been made, final payment of monies owing to the employee may be withheld, pending satisfactory settlement.
  - Notice requirements shall be conveyed in accordance with Article 28.05 e).
- d) Subject to a) above, where a term employee is provided a letter of offer that defines the end date of the appointment that letter shall serve as notice of termination.

**ARTICLE 11 - SEVERANCE PAY**

**11.01 Entitlement**

- a) A permanent employee whose position is abolished, and who elects to resign or retire shall be entitled to severance pay. They shall be paid one (1) week's pay for each year of service, or portion thereof, commencing with the second year.
- b) In the case of an employee who has completed five (5) or more years of continuous service, severance pay shall be on the basis of one (1) week's pay for each year of service or portion thereof,

commencing with the first year up to the completion of nineteen (19) years. Commencing the twentieth (20) year, severance pay shall be on the basis of two (2) weeks for each year of service or portion thereof to a combined maximum of fifty-two (52) weeks.

- c) For permanent part-time employees, severance will be based on the percentage of time worked by the employee in the previous twenty-six (26) pay periods. However, if the part-time employee held permanent full-time status during any of their years continuous service, those years spent as a full-time employee will be recognized as full years for severance purposes and not pro-rated based on the percentage of time in the previous twenty-six pay periods.
- d) Service for the purpose of this Article shall include service in positions both within and outside this Collective Agreement and uninterrupted service in a non-permanent position, which was continuous with an appointment in the classified service, but shall not include time spent on the layoff list. Pay will be calculated on the basis of the employee's rate of pay at time of resignation or retirement, or when they last went on the layoff list.

11.02 An employee whose name is placed on the layoff list and who is not re-employed in a permanent position in the public service prior to the expiry of the three (3) year limit, or an employee who elects to retire or resign at any time, within the three (3) year limit, shall be entitled to the greater of severance pay as set out in 11.01 above, or the gratuity provided in Article 19.14 a) i) and b).

11.03 Where an employee dies while on the layoff list, their estate will be entitled to the payments provided by this Article.

## **ARTICLE 12 - CAREER OPTIONS**

Permanent employees whose jobs are abolished, who resign and accept severance, may access the Career Assistance Options. The maximum value of Career Assistance shall be \$5,000, calculated on the basis of \$1,000 for every two- (2) years of service, pro-rated for partial years.

Employees may elect one or more of the following assistance options to a maximum value of \$5,000.

### **12.01 Career Counseling and Job Placement**

Career counseling and job placement to a maximum of \$5,000 will be provided by any one of a number of companies and can be accessed for one (1) year from the date the employee's position is abolished.

Career counseling and job placement services may include assessment, resume writing, interview coaching, job search techniques, and office support.

Employees must notify their Facility contact of their intention to access career counseling and job placement services and indicate the type of service desired.

The Facility contact will liaise with the selected company to refer the employee, and establish a defined credit account for the employee.

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

**12.02 Retraining Assistance**

Retraining assistance to a maximum of \$5,000 will be provided in the form of payment of tuition fees at any Saskatchewan educational institute. Exceptions may be considered concerning location.

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

Upon notification by employees of the educational institution they will be attending, the Facility contact will advise the educational institute to invoice the Facility for tuition fees incurred by the employees.

**12.03 Saskatchewan Relocation Assistance**

Relocation assistance to a maximum value of \$5,000 will be administered in accordance with the provisions of the current relocation policy. Relocation assistance will be limited to in-province relocation expenses. Employees may access the relocation assistance over a one-(1) year period commencing the date the employee's position is abolished.

**12.04 Career Adjustment Assistance**

Career adjustment assistance to a maximum of \$5,000 will be provided on a reimbursement basis for expenses employees incur in pursuing alternate employment opportunities.

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

Expenses that would be considered for reimbursement include business start up costs, travel expenses incurred in attending interviews, etc.

**12.05 Enhanced Severance**

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

**ARTICLE 13 - HOURS OF WORK**

**13.01 Definition of a Day**

For the purposes of this agreement, a day is defined as the twenty-four (24) hours from the start of an assigned shift.

13.02 Weekly Hours

a) Office Employees:

The hours of work for the following occupations shall be a five/four (5/4) day pattern, seventy-two (72) hours per two (2) week cycle:

- Clerical Staff Group – Unit “U”
- Stores Group – Unit “S”
- Laboratory Technologist
- X-ray Technician

The workday for office employees will be from 8:00 A.M. to 5:00 P.M. with an unpaid lunch period of one (1) hour. Starting or quitting times, or the length of the lunch break may be varied by local negotiations provided the full eight (8) hours per day are worked.

b) Regular Day Employees:

The hours of work for employees who are regularly scheduled to work weekdays and are not on shift hours, shall be a five/five/four (5/5/4) day, thirty-seven and one-third (37 1/3) hours/week, one hundred and twelve hours (112) in a three (3) week cycle. The workday for regular day employees will be from 8:00 A.M. to 4:30 P.M., with an unpaid lunch period of one-half (1/2) hour. Starting or quitting times, or the length of the lunch break, may be varied by local negotiations providing that a full eight (8) hours per day are worked.

c) Shift Employees (37 1/3 Hours):

- i) The hours of work for shift employees shall be based on an 8 hour day, thirty-seven and one-third (37 1/3) hours per week, five/five/four (5/5/4), one hundred and twelve (112) hours per three (3) week cycle, with a twenty (20) minute paid lunch period. In an effort to provide employees, on average, one weekend off in three, management and the union agree to develop a schedule to meet this objective. Such schedule will meet operational requirements. The parties may mutually agree to waive provisions of the Collective Agreement.
- ii) For all shift workers, the day shift shall be the first shift worked in each day, the afternoon/evening shift shall be the second shift and the night shift shall be known as the third shift, in each calendar day.
- iii) For some employees, the third shift may begin at 1:00 P.M. and end at 9:00 P.M. Any variations from 1:00 P.M. to 9:00 P.M., or the present 3:00 P.M. to 11:00 P.M. will be by arrangement at the local level.

- iv) Maximum days of work: For administrative convenience, six (6) shifts of eight (8) hours may be worked in any one (1) week, provided that any two (2) week period shall not comprise more than ten (10) days of eight (8) hours. The maximum number of days to be worked consecutively, if greater than six (6), shall be subject to local negotiations.
  - v) Failure to provide at least sixteen (16) hours rest between shifts in 8-hour schedules, fourteen (14) hours rest between shifts in 10-hour schedules and twelve (12) hours rest between shifts in 12-hour schedules shall result in the payment of overtime at established rates for any hours worked during such rest periods. The parties may agree at the local level to waive this provision of the Collective Agreement to build better flexibility into shift arrangements.
  - vi) Extended 10 or 12 hour shift arrangements may be instituted by mutual agreement at the local level. The parties prior to implementation must approve any agreement reached at the local level. Such agreement shall be in accordance with Letter of Understanding #1993-02.
- d) Field Employees (37 1/3 hours/week):
- i) The employer recognizes the need for flexibility in allowing employees to schedule their hours to meet the requirements of their positions and the union recognizes that the employer has the right to set reasonable minimum daily hours of work, as required to meet the operational needs of the programs. While it is recognized that work may be performed, at straight time, any day of the week it is also recognized that the normal work week will be Monday to Friday.
  - ii) The hours of work of a field employee shall be unregulated, within any working day, or series of working days, by specific provisions of this agreement and shall average eight (8) hours times the number of normal working days in the month and shall be reduced by eight (8) hours for each designated holiday and earned day off in the month.

The following occupations shall be field employees:

- Regional Supervisors 11HPS
- Community Services Worker 09HPS
- Program Development Consultant 09HTC
- Occupational Therapists 11HOT
- Physical Therapists 11HPT
- Behavioral Therapists 10HBT
- Crisis Support Therapist 09HTC
- Crisis Support Specialist 10HTC
- Community Intervention Worker 09HIT
- Outreach Worker 06HTW
- Camp Director 07HRT

- Supervisor Cognitive Disabilities 10HPC
- Summer Student Behavioral Worker 02HBW
- Supervisor of Leisure and Independence 10HBT/09HRT
- Supervisor Autism Individualized Funding 10HPC

In addition to the regular rates of pay, a shift differential in the amount specified in 16.02 shall be paid for all assigned hours worked by field employees, between the hours of 6:00 P.M. and 7:00 A.M.

**NOTE:** When a designated position is encumbered and the employee is not working field hours, management will, through local negotiations, obtain mutual agreement with the union to revise the designated position's hours of work to field status. If a designated position is vacant, management may assign field work hours without negotiation and such field hours will be noted in the job posting.

**e) Non-Permanent Employees:**

Hours of work are subject to the terms and conditions of Definitions and Article 13. This shall not be construed as a guarantee of work.

- 13.03 a)** Employees, excluding all shift employees, who normally have no opportunity to work overtime may be permitted to “flex” in the following manner:

**Start time:** between 7:00 a.m. – 9:30 a.m.

**Finish:** between 4:00 p.m. – 6:00 p.m.

**Lunch Break:** minimum 30 minutes – maximum 2 hours  
between 11:00 a.m. – 1:00 p.m.

Employees must work a minimum of eight (8) hours per working day except with the approval of the supervisor when the employee is taking banked time off.

**b) Banking and carryover**

Employees may bank extra hours worked per day, with the prior approval of the supervisor to a maximum of 40 hours. Extra time worked may be banked only when the period of extra time is a minimum of 30 minutes per occasion.

Employees may carry over from month to month a maximum of 40 hours. Employees who carry over the maximum are not eligible to bank additional time until the total banked time drops below 40 hours. Where an employee has banked a total of 40 hours during a pay period and has taken those banked hours off, the employee will not be eligible to bank further hours until the following pay period.

- c) Flextime shall not constitute overtime nor will time worked as flex time incur any premiums which would not otherwise accrue.
- d) Recording of hours: Each individual on flexible hours will be responsible for the recording of hours worked. Failure to accurately record hours worked will be the basis for disciplinary action and/or the removal of the flexible hours option.

13.04 Regular days off will be consecutive days, subject to local negotiations. However, this does not preclude less than full-time employees from accepting an offer of work on scheduled days off providing they do not exceed full-time equivalent hours.

13.05 Rest Period

Shift employees will have two (2) fifteen (15) minute breaks in each 8 hour shift.

Other employees will have a fifteen (15) minute break each morning and afternoon.

For less than full-time employees: In each continuous period of three and one-half (3 ½) hours worked in a day an employee shall be entitled to a fifteen (15) minute rest period.

13.06 Earned Days Off (EDO) – Full-time Employees

- a) Employees working thirty-six (36) hours per week shall have one (1) EDO every two (2) weeks. Employees working thirty-seven and one-third (37 1/3) hours per week shall have one (1) EDO every three (3) weeks.
  - i) Office employees EDOs shall normally be taken on Friday, or Monday. At the employee's request and by mutual agreement locally, EDOs may be taken on any day of the week;
  - ii) EDOs for thirty-seven and one-third (37 1/3) hour employees shall be scheduled adjacent to days of rest except where they may be rescheduled by mutual agreement. EDOs for shift employees will not be identified on the rotations.
  - iii) EDOs shall not alter the employee's regular days of rest;
  - iv) There shall be no claim for sick leave when an employee is ill on an EDO;
  - v) Employees on sick leave, vacation leave, educational leave or other approved leave, with or without pay, shall resume their normal work cycle when they return to work. There shall be no accumulation of an employee's EDOs that would have been taken during the period of the leave;
  - vi) While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include their EDOs during that period;

- vii) When an employee is authorized or directed to attend a training course that falls on their EDO, the EDO will be rescheduled by mutual agreement. Such training shall be scheduled a minimum of (eight) 8 weeks in advance of the EDO;
- viii) EDOs that fall on a designated holiday shall be rescheduled to the preceding or next following working day by mutual agreement;
- ix) Upon request and subject to the approval of the out-of-scope manager:
  - a. all employees shall be permitted to bank a maximum of five (5) EDOs,
  - b. these days will be banked on a non-cumulative basis,
  - c. the days are to be used within the fiscal year in which they were banked,

## **ARTICLE 14 - VARIABLE HOURS**

The parties agree that upon written application from a permanent full-time employee, through their local union representative, an employee may be allowed to reduce their hours of work by any variation between 20% and 50% and continue to retain and accrue the rights available to permanent full-time employees on a pro rata basis, as outlined hereinafter. This application must be made at least thirty days prior to the commencement of a Variable Hours Arrangement. Variable Hours arrangements may only commence on the first day of the pay period. These assignments are subject to the approval of the permanent head or their designate and shall not be unreasonably denied.

When such leave is approved, it shall be on the following basis:

### **14.01 Eligibility**

- a) Permanent full-time employees only.
- b) An employee's full-time position shall be filled at the same classification level for the duration of the variable hours arrangement at a combined 100% full-time equivalent with the exception of the notice period in 14.02. The union will be notified promptly of any such exceptions.

### **14.02 Term**

The variable hours of work will be for a minimum of twelve (12) months, to a maximum of twenty four (24) months, subject to an approved renewal between the three (3) parties. The employee, through their union, or the employer, by notice to the union and the employee, may cancel the variable hours of work arrangement by providing thirty (30) days notice. At the conclusion of the variable hours of work assignment, the employee will return to their normal full-time work pattern.

This thirty (30) days notice requirement will also apply to the backfill employee, except when applying for a permanent position or a subsequent term position that represents a promotion. Further exceptions will be considered by mutual agreement of the parties. The backfill position will then be posted, as per Article 9.03, for the remainder of the existing variable hours arrangement. If the employer is unable to fill the backfill through the posting process the permanent full-time employee will be required to return to full-time hours at the end of the thirty (30) day notice period.

14.03 Probation

A permanent employee also on probation will be required to serve an amount of actual work time equivalent to that of a full-time employee in the same classification.

14.04 Designated Holidays

An employee working on a designated holiday will, in addition to their regular salary, be credited with one and one half (1 1/2) times the regular hours worked.

When a designated holiday falls on the employee's regularly assigned day of rest, the employee will be credited with the number of hours equal to eight (8) times the agreed to percentage level worked.

No credit will be given when an employee does not work on a designated holiday which falls on a day other than a day of rest in a full-time work pattern.

14.05 Superannuation

Public Employees Pension Plan - pro rata contribution.

Public Service Superannuation Plan - pro rata contribution.

14.06 Disability Income Plan

Full coverage. Should variable hours be extended beyond three (3) years, the coverage will become pro rata.

The employee shall pay their contributions and a percentage of the employer's contribution equal to the percentage by which they have reduced their hours. (e.g.: Employee reduces their hours by 35%; they pay their share of the DIP premium plus 35% of the employer's share of the DIP premium)

14.07 Bank Time

Employees eligible to bank time shall do so on a pro rata basis.

14.08 Dental Plan

In accordance with the terms and conditions of the plan document.

14.09 Group Life

Full coverage. (Should variable hours be extended beyond three (3) years, the coverage will become pro rata).

- 14.10 Salary  
The employee's salary will be pro-rated to the percentage level agreed to and the employee will not work in excess of those hours, except in emergency circumstances.
- 14.11 Earned Days Off  
Variable hours of work arrangements will be set up and administered to ensure that the Earned Days Off are accounted for.
- 14.12 Overtime  
Overtime shall be paid for hours in excess of the normal daily hours of a full-time work pattern of the category to which they are assigned. Field employees under variable hours shall be entitled to overtime in accordance with Article 15.02 (b).
- 14.13 Vacation Leave  
Will be earned on a pro-rata basis, based on their full-time entitlement. Vacation leave expended will also be taken on a pro-rata basis, with remaining amounts carried over to the next vacation year.
- 14.14 Sick Leave  
Will be earned and expended on a pro rata basis, based on their full-time entitlement.
- 14.15 Increments  
Increments will be earned after the employee has worked the equivalent number of hours as an employee in a full-time position.
- 14.16 Documents  
The employee and the parties to this agreement will sign the required form (s) outlining the employee's hours of work arrangements and the duration of the Variable Hours of Work.
- 14.17 Additional Staffing Note  
Employees who are hired to fill remaining hours will be hired as a term employee in accordance with Article 9.03.

## **ARTICLE 15 - OVERTIME**

- 15.01 Calculation of Overtime  
Full-Time Employees
- a) Overtime must be authorized by the designated official. Payment for all authorized overtime shall be calculated as outlined in b) following and shall be calculated to the nearest one-half (1/2) hour.
  - b) For all employees, except Field staff, overtime shall be at double (2) time, except for:
    - i) On a Regular Work Day

Payment for overtime worked on a regular working day shall be made at one and one-half (1 ½) times the employee's hourly rate for the first four (4) hours beyond the daily hours of full-time work pattern and at double (2) time for all hours above four (4) on that day providing the extra hours worked do not precede their regular day off in which case payment will be in accordance with b) above.

ii) On Earned Days Off

Employees shall receive overtime at one and one-half (1 ½) times their regular rate for all normally scheduled hours. When an employee requests to work on their Earned Day Off, for the purposes of banking the time, the time will be accumulated at straight time.

iii) Pay for work on designated holidays is dealt with in Article 17.

- c) i) An employee who, after having left their place of work, is called back for overtime, shall be paid for each hour or portion thereof at overtime rates, or for a minimum of two (2) hours at overtime rates, whichever is greater.
- ii) Notwithstanding i) above, an employee called out more than once during the two (2) hour period specified therein, shall not receive any further overtime credits until the two (2) hour period has elapsed.

d) For Field Employees

- i) Overtime shall be paid to all field employees at the rate of time and one-half (1 ½) the hourly rate for all authorized hours worked in excess of the monthly hours as stated in Article 13.02 d) and after eleven (11) hours in a day.
- ii) A field employee who is authorized to work on a Sunday shall be paid at the rate of double time for all hours worked on that day, with a minimum of two (2) hours guarantee at overtime rates.
- iii) When assigned standby as per Article 22.07 field employees who are called back to work will be paid for all hours worked, subject to a minimum of two (2) hours, at time and one-half (1 ½).
- iv) Overtime which occurs as a result of d) i), ii) and iii) shall not be included as time worked for the purposes of the employee's averaging period.

e) Employees working less than Full-time hours (Excluding Field Staff)

Employees shall be paid for hours in excess of the normal daily hours of the full-time work pattern of the category to which they are

assigned at the rate of one and one-half (1 ½) times for the first four (4) hours of overtime and double (2) time for all hours thereafter.

Furthermore, any hours worked in excess of one hundred and twelve (112) in a three (3) week or seventy-two (72) in a two (2) week period shall be paid for at the rate of time and one-half (1 ½) times. When in the averaging periods mentioned above there is one (1) or more designated holidays, the normal work hours (112 or 72, as applicable), shall be reduced in each case by the daily equivalent to a maximum of eight (8) hours for each designated holiday.

The overtime rates described above shall apply when a relief employee is required to work without having had an eight (8) hour break between shifts, limited to the number of hours by which eight (8) exceeds the number of hours for the break.

#### 15.02 Payment

- a) Payment for supplementary earnings and overtime will be made in conjunction with the following month's pay cheque.
- b) Management may, on request by a field employee, grant time off at the appropriate premium rate at a mutually acceptable time, in lieu of payment for overtime worked. If such time off in lieu cannot be taken by the end of the sixth (6th) month next following in which overtime was earned, the employee will be paid in accordance with Article 15.01 d). Payment will be made at the employee's rate of pay in effect at the time of payout.

#### 15.03 Overtime - Requested and Assigned

Overtime shall, whenever feasible, be assigned to employees who request it on a rotating basis within the classification level/occupation and/or unit where the work is required.

The employer(s) shall maintain a list for the purposes of offering overtime. Every April 1 and October 1, employees will indicate in writing if they wish to be on the list. The union shall have access to the list.

Where no employees request or are available for overtime work, assignment of overtime will be done in the reverse order of seniority and such overtime shall be paid at the appropriate rate.

#### 15.04 Time-in-Lieu Bank

Social Services employees who work overtime and/or designated holidays shall, within six (6) months, receive time-off-in-lieu of pay. Such time off, which may be accumulated up to a maximum of fifty (50) hours, shall be taken at a time mutually acceptable to management and employee. However, by mutual agreement between the employee and local management, the limits imposed on accumulation and taking of time off may be extended. Failing achievement of the foregoing provisions, or if it is clear that circumstances will not permit management to grant time-off-in-lieu, the employee will be paid.

15.05 Phone Calls after Hours

An employee who, after they have left their place of work, receives a phone call directed from management which does not involve a return to their place of work shall be paid for each hour or portion thereof worked or for a minimum of one-half (1/2) hour at appropriate overtime rates, whichever is greater.

**ARTICLE 16 - SHIFTS AND ROTATION**

16.01 Definition of Shifting Patterns

A roto plan, or any other type of shift work organization may be implemented in a work unit with the agreement of the Managers and a seventy-five (75) per cent majority of all of the permanent employees of the home(s) or work unit and approval of the Union.

a) Shifting patterns are defined as follows:

- i) 12-hour roto plans consisting of no more than four (4) shifts in a row and no more than twenty-eight (28) shifts in a nine (9) week period.
- ii) 8-hour roto plans consisting of no more than six (6) shifts in a row [with the exception of seven (7) shifts on nights] and no more than twenty-eight (28) shifts in a six (6) week period.
- iii) 10-hour roto plans, consisting of no more than four (4) shifts in a row and no more than fifty-six (56) shifts in a fifteen (15) week period.

b) Employees will be assigned to no more than two (2) consecutive second and/or third shifts. By mutual agreement at the local level, this requirement may be waived to build greater flexibility into shift arrangements.

c) A roto plan shall remain in full force and effect unless written notice is given by either party to discontinue the roto plan at least six (6) weeks in advance.

The roto plan will remain in effect until a new shift arrangement is agreed upon. If no agreement is reached within six (6) weeks as per above (an extension may be mutually agreed to by the parties), the Employer will implement an eight (8) hour schedule as per Article 13.02 c) or 16.01 a) ii) and any other related provisions will apply.

d) The parties are agreed that the implementation of an extended shift schedule will result in no increase in operational costs to the Employer and no decrease in the wages and benefits of the employees.

16.02 Shift Differential and Weekend Premium

- a) Employees who work a shift that begins before 0600 hours, or ends after 1800 hours, shall be paid a differential of \$1.90 per hour for all hours worked between 1500 hours and 0800 hours. This differential is applicable to the applicable shifts worked on designated holidays, but will not apply when an employee is eligible for overtime rates.
- b) A weekend premium of \$1.15 per hour, in addition to any other shift differential, shall be paid for each hour worked by an employee between 0001 Saturday to 2400 Sunday. When an employee is receiving overtime pay, weekend premium will not apply.

**16.03 Permanent Resident Care Staff**

- a) Employees will be provided with the necessary specialized training for a work area. At no time, should the lack of this training hinder the movement of an employee.
- b) Permanent part-time employees may ask for reassignment to another work area. The reassignment must be to a position with an equal percentage of hours of work in accordance with their accepted letter of offer.

**16.04 Shift Employees on Vacation**

Vacation shall have no impact on a shift employee's assigned rotation through the designated shifts.

**16.05 Steady First or Third Shifts**

- a) Notwithstanding 16.01 b), Nurses (09HWN), LPNs (08HLP) and GAAs (04HGA), who prefer to remain on the first or third shifts, may be granted permission to do so, provided they can be accommodated and don't interfere with the rights of other employees, who may wish to rotate through all shifts. Requests for steady shifts must be submitted in writing to the immediate supervisor.
- b) With thirty (30) days notice, the employee may cancel the steady shifts and request a return to the rotation. Managers reserve the right to cancel steady shifts and have the employee return to rotation, for bona fide reasons with thirty (30) days notice.

**16.06 Equal Division of Shifts**

**NOTE:** It is recognized that classifications will differ in the number of third shifts worked and Article 16.07 is based on equality within classification level/occupation.

- a) No employee shall be required to work two (2) sets of third shifts in a row on an 8-hour rotoplan. Employees on 12-hour rotations may work two (2) consecutive sets of night shifts. By mutual agreement at the local level, this requirement may be waived to build greater flexibility into shift arrangements.
- b) Full-time employees shall have shifts evenly distributed as much as operationally possible.

- c) Full-time employees working approved rotoplans will have weekends off as scheduled.
- d) For extended shifts Full-time employees shall have as many weekends off as worked.

16.07 Posting Work Schedules

Notification of intended changes to existing rotoplans will be provided six (6) weeks in advance. Work schedules shall be posted not later than fourteen (14) days in advance. Management reserves the right, without penalty, to make changes to the posting, when required due to unforeseen circumstances.

16.08 Operational Requirements

Management reserves the right to move, for bona fide reasons, any employee within the same geographical location to meet operational needs.

16.09 Term Employees working Less than full-time Hours

Employee's hours of work shall be scheduled in accordance with Article 16.01.

**ARTICLE 17 - DESIGNATED HOLIDAYS**

17.01 Designated Holidays Specified

The designated holidays for all employees shall be New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, one additional day per contract year, and any other holiday approved by the Saskatchewan Government.

The additional day per contract year will be August 3, 2018, July 2, 2019, July 31, 2020, and July 2, 2021.

17.02 Saturday or Sunday Holiday

- a) For employees whose regular days of rest are Saturday and Sunday, and;
  - i) the designated holiday falls on a Sunday, the following Monday will be a day off-in-lieu;
  - ii) the designated holiday falls on a Saturday, the following Monday will be a day off in lieu, unless otherwise negotiated between the Government of Saskatchewan and the Union.
- b) For employees whose regular days of rest are not Saturday and Sunday, the holiday will be observed on the day it occurs.

17.03 Working on a Designated Holiday

Full-time employees in a unit will be offered any available work, in their own classification level/occupation, on designated holidays, which fall

on regular workdays. If there are no full-time employees in the work unit and classification level/occupation, who wish to accept the available work, the work shall be assigned by management in accordance with Article 15.03.

When an employee is required to work on any designated holiday, such employee shall be paid, in addition to their regular wage rate, one and one-half (1 1/2) times their regular pay for each complete shift worked, unless equivalent time off at such premium rate is granted-in-lieu of the said holiday and placed in the time-in-lieu bank, as per Article 15.04.

**17.04 Additional Day Off**

- a) When a designated holiday falls on an employee's regularly assigned day of rest and they do not work on such a day of rest, they shall be granted an additional day off as follows:
  - i) within six (6) weeks for 8 hour scheduled employees, such day shall be arranged by mutual agreement;
  - ii) within nine (9) weeks for 12 hour scheduled employees, such day off shall be arranged by mutual agreement; if mutual agreement cannot be reached the employee will receive eight (8) hours in their time in lieu bank (as per Article 15.04).
- b) When a designated holiday occurs during an employee's vacation leave, they shall be granted an additional day off as part of their vacation period, unless it is mutually agreed otherwise.

**17.05 Working on a Designated Holiday which is also a Day of Rest**

When a designated holiday falls on an employee's regularly assigned day of rest and they are required to work on such day, they shall be paid at the rate of two (2) times the regular rate of pay for the day of rest worked and shall also be granted a day off-in-lieu of the holiday. Article 15.04 shall govern such day off.

**17.06 Overtime on a Designated Holiday**

An employee who is required to work beyond the daily hours of a full-time pattern on a designated holiday, shall be entitled to receive two and one-half (2 1/2) times regular pay, or an equivalent amount of time off with pay, at a time mutually agreed upon between employer and employee and this shall constitute their total remuneration for such time worked.

**17.07 Shifts Overlapping Two (2) Days**

In the case where a shift begins on one day and ends on the next and the shift where the majority of hours fall on a designated holiday, then that full shift shall be deemed to have fallen on the designated holiday for the purposes of 17.03, 17.04, 17.05 and 17.06.

**17.08 Less than Full-time Employees**

- a) Employees working less than full-time hours shall be paid on all straight time pay, a premium of five point four percent (5.4%) in lieu of designated holiday pay.

- b) A Less than full-time employee who is required to work on a designated holiday shall be entitled, in addition to any amount that may be payable under a) above, to pay at the rate of one and one-half (1 ½) times their regular rate for time worked, up to the normal number of hours in a full working day and two and one-half (2 ½) times for time worked in excess of such normal number of hours.

## ARTICLE 18 - VACATION LEAVE

### 18.01 Vacation Leave

#### a) Basis for Earning Vacation Leave

- i) Fifteen (15) Days – Permanent and probationary employees shall be granted fifteen (15) days leave with pay annually (without being subject to recall to duty), on the basis of one and one-quarter (1 ¼) working days for each completed calendar month of service.
- ii) Twenty (20) Days - Subject to 18.08 b), employees who, in a vacation year, complete eight (8) or more years of service with the Executive Government of Saskatchewan, shall earn twenty (20) days of vacation leave with pay on the basis of one and two-thirds (1 2/3) days for each completed calendar month of service.
- iii) Twenty-five (25) Days - Subject to 18.08 b), employees who, in a vacation year, complete fifteen (15) or more years of service, at least ten (10) of which must have been service with the Executive Government of Saskatchewan, shall earn twenty-five (25) days of vacation leave with pay, on the basis of two and one-twelfth (2 1/12) days for each completed calendar month of service. Subject to the ten (10) year minimum requirement set out in this sub-clause, eligible service for the purpose of a fifth week may include pensionable employment and war service, for which an employee is credited under *The Public Service Superannuation Act*.
- iv) Thirty (30) Days - Subject to 18.01 b) ii) and 18.08 b), employees who, in a vacation year, complete twenty-two (22) or more years of service, at least ten (10) of which must have been service with the Executive Government of Saskatchewan, shall earn thirty (30) days of vacation leave with pay, on the basis of two and one-half (2 1/2) days for each completed calendar month of service. Subject to the ten (10) year minimum requirement set out in this sub-clause, eligible service for the purpose of a sixth week may include pensionable employment and war service, for which an employee is credited under *The Public Service Superannuation Act*.

(NOTE: The amendment respecting Regional Health Authorities will be effective April 1, 2001.)

- v) For the purposes of this Article, service with any Board, Commission, or Crown Corporation, of the Government of Saskatchewan, including Regional Health Authorities, shall count as service for the purpose of entitlement to the fourth, fifth and sixth week of vacation.
- b) Vacation entitlements shall be advanced to employees at the beginning of each fiscal year, subject to 18.08 b).
- c) Permanent Part-time, Term & Relief Employees
  - i) Employees shall earn paid vacation hours at the rate of six percent (6%) of regular hours worked to an annual maximum of one hundred and twenty (120) vacation hours.
  - ii) Employees who have completed eight (8) years of service with the Executive Government of Saskatchewan shall earn paid vacation hours at the rate of eight percent (8%) of regular hours to an annual maximum of one hundred and sixty (160) vacation hours.
  - iii) Employees who have completed fifteen (15) years of service, at least ten (10) of which must have been service with the Executive Government of Saskatchewan, shall earn paid vacation hours at the rate of ten percent (10%) of regular hours worked to an annual maximum of two hundred (200) vacation hours.
  - iv) Employees who have completed twenty-two (22) years of service, at least ten (10) of which must have been service with the Executive Government of Saskatchewan, shall earn paid vacation hours at the rate of twelve percent (12%) of regular hours worked to an annual maximum of two hundred and forty (240) vacation hours.
  - v) Employees may request to draw on their vacation entitlements for the fiscal year in advance of earning them. The maximum amount advanced will generally be based on the percentage of hours worked in the previous fiscal year.
  - vi) Non-permanent employees shall receive vacation pay at the rates specified in Article 18.03 in respect to supplementary earnings.

18.02 Eligibility for Vacation Entitlements for Partial Months of Service

- a) Where in any calendar month of employment an employee does not receive the full monthly salary for the position they occupy for any of the following reasons, they shall be entitled to prorated vacation entitlements for that month.

- i) On commencement of employment, they began work on a day other than the first day of the month on which employees under this agreement in their classification level/occupation;
- ii) On termination of employment, they cease work at the close of business on a day other than the last day of the month on which employees under this agreement in their classification level/occupation;
- iii) They commenced a leave of absence without pay of greater than thirty (30) calendar days, on a day other than the first day of the month on which employees under this agreement in their classification level/occupation;
- iv) They returned to work from a leave of absence of greater than thirty (30) calendar days, on a day other than the first day of the month on which employees under this agreement in their classification level/occupation.

**18.03 Vacation Pay on Supplementary Earnings**

Employees shall receive vacation leave payment for supplementary earnings at the following rates:

- Six percent (6%) if they earn vacation leave at fifteen (15) days per year, or one and one-quarter (1 1/4) days per month.
- Eight percent (8%) if they earn vacation leave at twenty (20) days per year, or one and two-thirds (1 2/3) days per month.
- Ten percent (10%) if they earn vacation leave at twenty-five (25) days per year, or two and one-twelfth (2 1/12) days per month.
- Twelve percent (12%) if they earn vacation leave at thirty (30) days per year, or two and one-half (2 1/2) days per month.

**18.04 Vacation Carryover**

- a) Upon the written request of the employee, the Permanent Head, or their designate, shall authorize the carryover of annual vacation leave up to a maximum of one (1) week into the following vacation year.
- b) In special circumstances, or certified illness, the Permanent Head or designate may approve the carryover of additional weeks of vacation. These additional weeks must be taken during the year in which they were intended to be used.
- c) All requests for carryover must be submitted to the Permanent Head no later than January 2nd of the vacation year.
- d) The Permanent Head or designate may authorize an employee's request for payout of vacation leave carried over from the previous year at any time.

18.05 Rotation

Annual vacations shall be regulated by a rotation scheme within classified groups to ensure equality for all employees, regardless of seniority. Notwithstanding the foregoing and subject to management approval on both the schedule and the unit, a vacation schedule agreed upon by a majority of employees in a work unit may be permitted.

18.06 Non-Permanent

A non-permanent employee who obtains probationary status without a break in service shall carry forward any unexpended vacation leave without pay earned during the non-permanent appointment.

18.07 Vacation Period

- a) Every effort shall be made to permit annual vacations to be taken between April 1 and October 31. However, an employee may elect to take all or part of their annual vacation other than the time specified above and management will make every effort to accommodate such request.

No employee shall have the right to refuse to take their vacation between April 1 of one (1) year and March 31 of the next.

Employees will be given at least five (5) weeks advance notice of the date on which vacation will begin.

Social Services employees of Valley View, Southview and Northview desiring vacation time during the months of April through June shall have their requests submitted in writing by January 15<sup>th</sup>; management will respond by February 15<sup>th</sup>. Vacation requests for the months of July through October must be submitted by February 15<sup>th</sup>; management will respond by April 30<sup>th</sup>. Those employees desiring vacation time during November through March shall have their requests submitted in writing by September 15<sup>th</sup>. Management will respond to vacation requests for November 1 to December 20 by September 30<sup>th</sup>. Requests for December 21 to March 31 will be responded to by October 31<sup>st</sup>.

This shall not preclude employees from requesting vacation on short notice at other times of the year. Such requests will be considered on a case by case basis and shall not interfere with predetermined vacations.

- b) Where management finds it impossible to grant vacation leave as provided in Article 18.07 a) and after the application of Articles 18.04 a) and b), the employee shall be paid-in-lieu thereof for any unused portion of their vacation, except that portion for which carryover has been authorized. Employees on Long Term Disability who wish to carryover one (1) week of vacation should refer to Article 21.09.

This Article shall also apply when an employee's illness precludes the taking of earned vacation before the end of the vacation year.

18.08 Separation Allowance

- a) An employee, who leaves the service during the fiscal year, shall be paid for unused earned vacation leave at the rate of pay applicable to such employee on their termination date.
- b) An employee leaving the service who has been granted more vacation leave than is due them, shall have such overpayment deducted from any monies owing them by the Government, except that in the event of the death of an employee, no such recovery will be made.
- c) By mutual agreement only, vacation credit may be used to shorten the period of notice of all employees on termination of employment.
- d) Notwithstanding anything contained in any of the foregoing clauses, employees who are superannuated or retired:
  - i) on account of ill health,
  - ii) at the age of sixty (60) or more years, or
  - iii) after thirty-five (35) years service as defined in 18.01,

shall be entitled in the vacation year of retirement to three (3) weeks vacation leave, provided, however, that an employee otherwise entitled under the provisions of this agreement to four (4), five (5) or six (6) weeks of vacation leave shall receive the same in the year of retirement. This entitlement shall be in addition to any earned vacation leave credited at the end of the previous vacation year.

- e) In the event of the death of an employee, any amounts normally due them under the provisions of this section shall be paid to their estate.

18.09 Employees Called Back from Vacation

When the Ministry requires employees to cancel pre-approved vacation, the employee shall immediately notify their manager of any vacation costs associated with travel arrangements. If the employee is unable to cancel or reschedule travel plans without incurring costs, such costs shall be reimbursed by the employer provided the employee submits evidence of the costs and its non-recoverability or non-transferability.

**ARTICLE 19 - LEAVE FOR ILLNESS OR OTHER PRESSING NECESSITY**

- 19.01 Sick leave is intended to be used when an employee is sick as defined below.

19.02 Definition of Sickness

Sickness shall include sickness within the usual meaning of the term, as well as preventative medical and health treatments, and shall include

illness or injury other than accidental illness or injury arising out of, and in the course of, employment with the Employer.

19.03 Entitlement and Accumulation

- a) A permanent full-time or probationary employee, shall be allowed for illness, or other pressing necessity, fifteen (15) working days per year on the basis of one and one-quarter (1 1/4) working days for each completed calendar month of service.

For Permanent part-time, term and relief provided that periods of service are not interrupted by resignation, dismissal, or an interval of non-employment of greater than one hundred and twenty (120) calendar days, an employee shall earn and accumulate sick leave at the rate of:

- i) For thirty-seven and one-third (37 1/3) hour per week designation – regular hours worked multiplied by 0.0618 = earned hours of sick leave credits.
- ii) For thirty-six (36) hour per week designation – regular hours worked multiplied by 0.0641 = earned hours of sick leave credits.

Basis - for the purpose of time calculation for earned benefits, completed calendar months of service shall include time worked, paid vacation leave, paid sick leave and leave of absence with pay.

- b) Initial probationary employees with less than three (3) months continuous service shall be allowed to take, but have not earned, up to five (5) working days.
- c) Leave benefits shall not accumulate when an employee is receiving Tuberculosis Compensation.
- d) When an employee separates from the service, their accumulated sick leave will be calculated by adding the number of days' service in the first month of employment, or leave of absence if less than the full number of working days in that month, plus the number of days' service in the final month of employment, or leave of absence if less than the full number of working days in that month, when equal to or greater than twenty-two (22) days, shall count as a month's service.
- e) Wherever medical evidence is submitted to substantiate that absence is due to a reaction following an immunization shot provided by management, no charge will be made against accumulated sick leave.
- f) If a full-time term employee or less than full-time employee is ill on a day on which they have been pre-scheduled to work, they shall be able, subject to the provisions of 19.04, 19.05 and 19.06, to draw against their sick leave accumulation.

In exceptional circumstances (e.g. surgery), and with medical substantiation, less than full-time employees who qualify for sick leave coverage under this Article shall be able to draw on sick leave accumulation for hours not scheduled but could reasonably be expected to be assigned to them based on the average hours worked in the previous twenty-six (26) pay periods.

19.04 Certificates

- a) Management may require an employee to provide a Doctor's certificate. If such a certificate has been requested, the employer will pay the Doctor's charges, if any, for such certificate.
- b) Furthermore, an employee to be entitled to payment of salary during sick leave shall, upon request by management within seven (7) days of return to duty, furnish management with a signed statement on the prescribed form.

19.05 Report

The Government reserves the right at any time to call for a report by a physician or a nurse selected by the Ministry.

19.06 Notice

- a) For the first three (3) days of sickness and where the employee is not able to indicate the length of sickness, an employee who may be absent from duty on account of sickness, or other pressing necessity, must provide the designated person with as much notice as possible, but not less than sixty (60) minutes before they are to report for duty on the day shift and not less than two (2) hours on the afternoon and night shifts. Notwithstanding the above, the notice period for 12-hour night shifts shall be four (4) hours. Failure to do so will result in the loss of leave benefits for one (1) hour if the notification is received by the time they would ordinarily report for duty, or for the whole shift, if the notification is not received until after the time they would ordinarily report for duty. Extenuating circumstances may be given consideration. If the illness is longer than three (3) days duration, it shall be the employee's duty to report to the designated person on the fourth day, or as soon as practicable thereafter, and if possible, indicate the probable length of the illness.
- b) It shall be the duty of an employee who has been absent for more than three (3) days due to illness, or pressing necessity, to give notice through the designated person of their intention to return to duty as follows:
  - 1st shift: 4 P.M. of the same day
  - 2nd shift: 4 P.M. of the preceding day
  - 3rd shift: 9 A.M. of the same day

Extenuating circumstances may be considered. For employees who have other working hours, the deadline for notification and the official to be notified shall be decided by local negotiation.

19.07 Injury

For the purpose of this plan, sickness shall include injury other than accidental injury, arising out of and in the course of the employment of an employee with the Government, except as designated in sub-clause a) and b) following:

- a) Advances - If an employee has met with an accident under circumstances entitling them to recover damages from a third party responsible, the Government, at its discretion, instead of paying benefits under this plan, may make advances or loans to such employee to be paid out of the amounts, if any, recovered by such employee from such third party, by way of damages for lost time owing to said accident, or otherwise.
- b) Reservations - The Government reserves the right to determine whether employees shall be allowed leave benefits, in whole or in part, in those cases where an employee's disabilities are the result of engagement in criminal activities.

19.08 Continuous Service

Unused sick leave shall be cumulative and leave benefits set forth heretofore shall be retroactive to the date from which continuous service with the Government shall be deemed to have commenced. Continuous service shall not be considered broken by reason of layoff caused through reduction in staff, unless the layoff period is in excess of three (3) years.

19.09 Return to Service

Any employee who has returned to the service and has refunded a gratuity paid to them in-lieu of unexpended sick leave shall have the unexpended sick leave, with respect to which the gratuity was paid, placed to their credit.

19.10 Additional Leave

Before an employee's pay is deducted for sick leave, they may take all accumulated sick leave and may request additional sick leave not exceeding thirty (30) days, limited to the amount of vacation leave, time-in-lieu and flex-time credits. This clause is to deal with instances of prolonged illness, or accident, or for use when preceded by an illness which has exhausted accumulated sick leave.

19.11 Overdraws

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

19.12 Pressing Necessity and Family Responsibilities

Leave of absence with pay may be granted to an employee for reasons of pressing necessity and/or family reasons. Such leave granted under this clause will be charged against the employee's sick leave based on

the following:

- a) An employee who maintains a minimum of seventy-five (75) sick leave credits may be permitted, by the permanent head, to use sick leave credits for pressing necessity and/or family purposes to the extent necessary.
- b) An employee with less than seventy-five (75) sick leave credits may be granted up to three (3) days sick leave, by the permanent head, for pressing necessity and/or family purposes, cumulative from year to year, until a minimum of seventy-five (75) sick leave credits have been accumulated.
- c) An employee with less than seventy-five (75) sick leave credits who requires leave in excess of permitted limits, may be granted an advance to a maximum of three (3) sick leave credits. This advance will be charged against the employee's sick leave credits in the following year.
- d) Employees who are not eligible to charge leave with pay granted under this clause to sick leave credits may use time-in-lieu, vacation credits or take leave without pay.

19.13 Sick Leave on Designated Holidays

When a period of illness overlaps a designated holiday, on which the employee is scheduled to work, the holiday will be counted as a holiday and not charged to sick leave.

19.14 Gratuity

a) Employees whose employment is terminated:

- i) Due to permanent layoff following three (3) years on the layoff list, or
- ii) Due to ill health, or physical, or mental incapacity and who are not eligible for a pension under section 10 b) of The Public Service Superannuation Act, or for payment under Section 16, 48, or 49 of the said Act, shall be entitled to receive a gratuity in an amount equal to one-third (1/3) of their unexpended sick leave accumulated from the date of employment to the date of separation. Payment will be calculated on salary being paid on date of separation.

b) Where an employee entitled to a gratuity under this section has obtained credit for unexpended sick leave under Article 19.09, the gratuity payable with respect to any unexpended sick leave so re-credited, shall be that paid to them at the time of their first separation, with respect to such unexpended sick leave, less a proportionate amount covering any such sick leave used by them.

19.15 Remuneration When Juror or Witness

Where an employee is absent by reason of a summons to serve as a Juror, or a subpoena to serve as a witness on a scheduled work day,

the employee may, at their option:

- a) Treat the absence as leave without pay and retain any fee they receive as a juror or witness; or
- b) Treat the absence as leave with pay and pay to the Minister of Finance any fee they received as a juror or witness.

**19.16 Recovery of Sick Leave Overpayment**

An employee leaving the service who has been granted more sick leave than is due them, shall have such overpayment deducted from any monies owing them by the Government, except that in the event of the death of an employee, no such recovery will be made.

**19.17 Prior Notification**

- a) If an employee is ill, injured, or hospitalized prior to the commencement of vacation time, union leave or time-in-lieu, the employee may, at their request, cancel such vacation, union leave or time-in-lieu. Time off will be charged to sick leave credits. Employees shall be deemed to have commenced vacation time, union leave or time-in-lieu, at the end of their last paid shift.
- b) If an employee, after commencing vacation, union leave or time-in-lieu, becomes incapacitated for two (2) or more working days, to such a degree that they are unable to continue their vacation, union leave or time-in-lieu as planned, they may at their request, cancel such vacation, union leave or time-in-lieu, during the period of incapacitation. The time off will be charged to available sick leave credits. For the purposes of this article, "incapacitation" means that the employee is:
  - i) under medical direction to remain immobile; or
  - ii) physically immobilized; or
  - iii) hospitalized or receiving medical treatment in their residence in place of hospitalization.
- c) Cancelled vacation shall be taken at a later date by mutual agreement between the employee and local management.
- d) Where illness extends beyond the vacation year, Article 18.07 b) shall apply.
- e) The employer may request verification in the form of a medical certificate of such illness, injury, or hospitalization.

**19.18 Medical Donor Leave**

- a) An employee who is donating an organ or bone marrow shall be granted time off with pay. The employee shall be granted leave with pay for the period required for the donation and recuperation as approved by a medical physician.

- b) Employees may be granted paid leave for blood product donations in the same geographic location where they are employed.

## **ARTICLE 20 - BENEFITS PLANS**

20.01 Disability Income Plan for Certain Public Employees in the Province of Saskatchewan

The Government is a participating employer in the above Disability Income Plan on behalf of permanent, probationary and other eligible employees under the terms of the plan within the scope of CUPE 600. The costs of the plan will be shared on a fifty-fifty (50-50) basis between the Government and the individual employee. Subject to Ministerial Approval the union shall name a representative to the Disability Income Plan Advisory Council.

20.02 Group Life Insurance

The Government is a participating employer in the Public Service Group Life Insurance Plan on behalf of permanent, probationary and other eligible employees under the terms of the plan within the scope of the PSC/CUPE 600 Collective Agreement. The Government agrees that its share of the plan will be the first \$25,000 of Group Life Insurance coverage. This amount will satisfy the full amount of the rebate due employees from Employment Insurance.

20.03 Dental Plan

a) The government is a participating employer in the Public Employees' Dental Plan on behalf of eligible employees under the terms of the plan within the scope of the PSC/CUPE 600 Collective Agreement.

b) The parties agree to provide, on behalf of eligible employees, enhancements to the Public Employees' Dental Plan. The cost of the enhanced dental benefits shall be paid for by the employer at an annual rate of 0.75% of straight time annual payroll. The enhanced portion of the plan is to be governed by the Joint Board of Trustees. The Joint Board of Trustees will be responsible to develop and administer this Plan within the financial resources allocated to the Plan. The union shall appoint two (2) representatives to the Joint Board of Trustees.

20.04 Extended Health Care Benefits

The parties agree to participate in the Extended Health Care Plan established in accordance with the PSC/SGEU Collective Agreement. The cost of the Plan shall be paid for by the employer, at an annual rate of 1.43% of straight time payroll. The Plan will be governed by a Joint Board of Trustees. The Joint Board of Trustees will be responsible to develop and administer this Plan within the resources allocated to the Plan. The union shall appoint two (2) representatives to the Joint Board of Trustees.

The employer will continue to provide Extended Health Care Benefits for retirees at the retirees' cost. Retirees wishing to participate in the

Extended Health Care Plan in retirement must indicate in writing within sixty (60) days from their effective date of retirement.

**20.05 Benefit Plans' Surplus Fund**

- a) The parties agree to establish a Benefit Plan Surplus Fund attached to the Dental Plan enhancements and the Extended Health Care Plan to be administered by the Joint Board of Trustees and funded by the employer at an annual rate 0.82% of straight time annual payroll.
- b) The intent of the fund is to offset cost increases within the financial resources set out in 20.05 a).

**20.06 Pension Plans**

The Government of Saskatchewan is a participating employer in the Public Service Superannuation Plan and the Public Employees Pension Plan on behalf of all employees within the scope of the PSC/CUPE 600 Collective Agreement.

Effective October 1, 2020, pension contributions made by employees in the Public Employees Pension Plan and matched by the employer will be increased by 1.0% to 8.6%. For employees in the Public Service Superannuation Plan, the employee and employer contributions in the Public Employees Pension Plan will be increased by 1.0% to 3.6%.

**20.07 Employee and Family Assistance Plan**

The Government of Saskatchewan and the Canadian Union of Public Employees, Local 600 are participants with the Saskatchewan Government Employees Union in the tripartite Employee and Family Assistance plan on behalf of eligible employees under the terms of the plans within the scope of the PSC/CUPE 600 Collective Agreement.

**20.08 Discontinuance of Benefit Plans**

In the event any benefit contained in this Collective Agreement, that is funded in whole or in part by the Employer is discontinued, the Employer cost of those benefits shall be allocated via negotiations to a location determined by the parties.

**ARTICLE 21 - LEAVE OF ABSENCE**

**21.01 Leave Without Pay for Union Business**

- a) The Government agrees that on at least forty-eight (48) hours notice excluding weekends and statutory holidays in writing to the administrative head, leave of absence without pay, but with maintenance of seniority and superannuation rights, shall be given to any designated employee or employees for the purpose of conducting union business.
- b) The Union agrees to provide as much advance notice as possible to the Employer for union leave.
- c) The administrative head may waive any portion of the notice period.

- 21.02 Leave Without Pay for Union Business at Large**  
Seniority and Re-employment - Any Permanent employee who leaves the Government's employ after one (1) year's continuous service for the purpose of working in an official capacity for union business at large, shall earn seniority during such employment with the Union with the right at any time, on one (1) month's notice, to have their name placed on the re-employment list and be governed by clause 10.05.
- 21.03 Maternity Leave, Adoption and Parental Leave**
- a) An employee who makes application for leave under this sub-section at least one (1) month in advance of the requested commencement date:
    - i) And who provides their Permanent Head with a medical certificate certifying that they are pregnant and specifying the estimated time of confinement, is entitled to and shall be granted Maternity Leave, for a period not exceeding twelve (12) months which shall not commence prior to three (3) months immediately preceding the estimated confinement date specified in the medical certificate.
    - ii) And who provides their Permanent Head with proof of adoption of a child shall be granted Adoption Leave for a period not exceeding twelve (12) months, which shall not commence prior to the date at which the child becomes available for adoption.
    - iii) An employee who makes application for parental leave at least one (1) month in advance of the commencement date shall be granted parental leave for a period of up to twelve (12) months in duration.
  - b) No agency shall dismiss, or layoff, an employee solely because they are pregnant, or has applied for leave in accordance with subsection a) above.
  - c) Without the consent of the employing agency, an employee granted leave under this subsection shall not be entitled to return from such leave in advance of the date to which the leave was granted.
  - d) An employee, except Relief employees, returning from definite maternity leave shall be governed by clause 21.05 c) of this article. Relief employees returning from definite maternity leave will be returned to the appropriate call in list.
  - e) An employee returning from definite leave for maternity, adoption or parental purposes may make application for further definite leave of up to twelve (12) months under 21.05 consecutive with the first leave. Such further application shall be granted.
  - f) Seniority rights for leave under this clause shall be governed by Article 8.03.

**21.04 Leave Without Pay for Illness**

- a) i) An employee suffering prolonged illness shall, when all sick leave benefits have been exhausted, be governed first by clause 21.05 a) or c), of this article and thereafter by clause 21.06 a) of this article.
- ii) An employee returning from definite leave for illness shall be governed by clause 21.05 c) of this article.
- iii) A Permanent employee returning from indefinite leave on account of illness shall be entitled to have their name placed on the re-employment list and be governed by clause 10.06.
- iv) A Term and Relief employee returning from indefinite leave on account of illness shall have their name placed on the appropriate call in list.
- v) Seniority rights for leave under this clause shall be governed by Article 8.03.
- b) i) An employee who is in receipt of benefits under the Disability Income Plan referred to in clause 20.01 shall be governed as follows:
  - 1) for the first twelve (12) calendar months, in accordance with clause 21.05 a)
  - 2) after the first twelve (12) calendar months, in accordance with clause 21.06 a).
- ii) An employee returning from definite leave of absence without pay, granted in accordance with clause 21.04 b) i) 1), shall be governed by clause 21.05 c).
- iii) Notwithstanding clause 21.04 a) iv), a permanent employee returning from indefinite leave of absence without pay and who has received benefits from the Disability Income Plan for a continuous period not exceeding two (2) years and who is able to perform the duties of a position in the classification level/occupation of positions in which they were employed at the date of disability, shall have the right to exercise one of the following options:
  - 1) Upon written notice of fourteen (14) days, to fill any vacancy in the classification level/occupation or bump the most junior employee in the classification level/occupation in which they were employed at the date of disability; or
  - 2) To have their name placed on the re-employment list and be governed by clause 10.06; or
  - 3) The amount of written notice required in 1) above may be reduced by mutual agreement at the local level.

- iv) Notwithstanding clause 21.04 a) iii), a permanent employee returning from indefinite leave of absence without pay and who has received benefits from the Disability Income Plan, who is not able to perform the duties of their former position, shall have their name placed on the re-employment list and be governed by clause 10.06.
- v) Notwithstanding clause 21.04 a) iv) and subject to providing two (2) week's notice, a term employee returning from definite leave for illness shall be reinstated to employment in their previous appointment subject to there being a requirement for their services in the appointment in which they were employed prior to going on leave.
- vi) A term employee returning from indefinite leave of absence shall have their name placed on the appropriate call in list.
- vii) A term employee displaced by other employees exercising return to work provisions in accordance with Article 21.04 b) iii) or v) shall return to their previous appointment/status, subject to there being a requirement for their services in the appointment/status in which they were previously employed.

**21.05 Definite Leave Without Pay for Other Reasons**

- a) Upon application, a permanent, probationary or term employee may, for valid reasons, be granted definite leave of absence without pay for a period not exceeding twelve (12) months by the Permanent Head, or their nominee.
- b) A Permanent Full-time employee who has been granted definite leave under a) may make application for an additional period of definite leave consecutive with the first period.
- c)
  - i) A Permanent Full-time or Probationary employee granted definite leave of absence without pay shall be reinstated in the position in the department in which they were employed prior to going on leave. If their position is abolished during their leave, they shall be subject to the layoff provisions of Article 10 applicable, had they been occupying the position at the time of its abolition.
  - ii) A Permanent part-time employee shall, at the conclusion of such leave, be reinstated in employment in that position
  - iii) A Term employee, provided there is a requirement for their services in the position in which they were employed prior to going on leave under 21.05 a) shall, at the conclusion of such leave, be reinstated in employment in that position.
- d) Seniority rights for leave under this clause shall be governed by Article 8.03.

**21.06 Indefinite Leave Without Pay for Other Reasons**

- a) Upon application, a permanent employee may, for valid reasons, be granted indefinite leave of absence without pay by the Chair of the Public Service Commission upon recommendation of the Permanent Head. The employee shall be required to apply for extension annually, giving proof that original conditions under which leave was granted still prevail.
- b) An employee granted indefinite leave of absence without pay under this clause shall, upon request by the employee at the conclusion of the leave, have their name placed on the re-employment list and be governed by clause 10.06.

21.07 Leave of Absence for Examinations

Whenever possible, the employer shall grant time off with pay to an employee who has qualified to write an upgrading examination for the purpose of improving their employment opportunities with the employer.

21.08 Benefits While on Leave of Absence or Layoff

While on leave of absence without pay or layoff, employees shall, providing they return to work following the leave or layoff, be entitled to the benefits of this agreement as follows:

- a) For the first thirty (30) consecutive calendar days or less, employees shall earn all benefits, excepting designated holidays.
- b) For the next sixty (60) consecutive calendar days, employees shall earn sick leave, seniority and increment benefits only.
- c) For the period of leave in excess of ninety (90) consecutive calendar days, employees will accumulate seniority only, according to the provisions of Article 8.03.
- d) For the period of layoff in excess of ninety (90) consecutive calendar days, employees shall not earn any of the above benefits except seniority which, for an employee on layoff by reason of job abolition, or bumping, shall accumulate for a period of up to three (3) years while on said layoff.
- e) Increment dates of employees who have leave without pay, or are on layoff in excess of ninety (90) consecutive calendar days, will be arranged according to 22.01 b).
- f) When leave of absence is for the purpose of accepting other employment with the employer, the parties to this agreement may, by mutual agreement, waive the application of Articles 21.08 a), b), c), d) and e) and grant benefits of this agreement as they deem appropriate under the circumstances.
- g) Part-time and non-permanent employees shall earn benefits to the extent they would have worked during the period of the leave.

21.09 Retention of Benefits

Employees granted leave under this article shall retain all benefits accumulated to the commencement of the leave.

Employees granted leave and who are in receipt of benefits under the Disability Plan shall, upon completion of the second full year of such benefits, be paid out in cash for any vacation leave that remains to their credit at the current rate of pay for the classification level and salary that the employee occupied when they commenced Disability Plan benefits.

Notwithstanding, employees granted such leave shall, upon written request to the Permanent Head, or their designate prior to the end of the second year, be permitted to carryover one (1) week of vacation leave. In any event, all vacation leave shall be paid out at the end of the third year.

**21.10 Leave With Pay**

For the duration of leave granted under this article, all rights provided by this agreement shall apply.

**21.11 Special Leave of Absence**

If a permanent employee vacates their position in order to accompany their spouse who has been relocated to another centre in the province, leave of absence without pay may, upon application, be granted by the Permanent Head or their nominee for a period of up to twelve (12) months, subject to the following conditions:

- a) Article 21.05 and 21.06 of this agreement shall not have application and the department may fill the vacated position on a probationary or permanent basis, and
- b) If the employee has not been successful in obtaining alternate employment in the public service by the expiry date of the leave, they shall be deemed to have resigned, effective on the final day thereof.

**21.12 Interpersonal Violence Leave**

The Parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon request to the Employer, employees shall be entitled to a leave of absence for interpersonal violence leave as provided for in *The Saskatchewan Employment Act*.

**ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

**22.01 Annual Increments**

- a) Except as provided in Article 22.04, probationary and permanent full-time employees shall be granted annual increments in the amount of four percent (4%), subject to salary range maximum as follows:
  - i) If appointed on the first work day of the month - upon completion of twelve (12) months of service and annually thereafter subject to 21.08.

- ii) If appointed after the first work day of the month - on the first day of the month following the completion of twelve (12) months of service and annually thereafter subject to 21.08.

b) Increments

Provided that periods of employment are not interrupted by voluntary resignation from the service of the Government of Saskatchewan, dismissal, or an interval of non-employment greater than one hundred twenty (120) calendar days service by a term, permanent part-time, or relief employee subsequent to April 1, 1993, in the same classification level at the same Facility shall be cumulative and, after having worked the equivalent of two hundred sixty (260) full working days, the employee shall be entitled to an increment within their pay range, to be effective on the first day of the pay period next following. Service for the above calculation will also include eligible service in the same classification level.

- c) When an employee returns to the service after not more than ninety (90) consecutive calendar day's leave of absence without pay or layoff, there shall be no change in their increment date.

When an employee returns to the service after more than ninety (90) consecutive calendar days leave of absence without pay or layoff, they will be eligible to receive, subject to Article 22.01 a) above, an increment following the completion of twelve (12) months of actual service, less credit toward an increment earned, before the leave of absence without pay or layoff was taken and less credit toward an increment provided for under Article 21.08. The date upon which they become entitled to the increment shall be their new increment date. When the leave is under the government sponsored educational program, or for illness covered by *The Workers' Compensation Act* or Tuberculosis Compensation, there shall be no change in the increment date, regardless of the length of the leave of absence.

d) Accelerated In-Range for Market Pressures

The Commission may authorize an accelerated in-range adjustment to an employee to respond to market pressures.

22.02 Rates of Pay

a) In-Hiring Rates of Pay

- i) In-hiring rates of pay for probationary appointments shall normally be at the minimum of the salary ranges provided, however, that the Commission may approve a higher rate where the selected applicant possesses education and/or experience which exceed the minimum requirements for the classification level/occupation. The Commission will publicize in the Careers Saskatchewan Bulletin the rate at which it has given such approval and an outline of the qualifications of the person appointed.

- ii) In-hiring rates of pay for Term and Relief employees shall be at the minimum of the salary range. Notwithstanding the foregoing, the parties to the Collective Agreement may, in exceptional circumstances, agree to hire a Term and Relief employee above the minimum of the range.
- iii) Upon subsequent Term and Relief appointment in another classification level, an employee who has completed the equivalent of an initial probation (936 or 970 hours in all jobs combined) shall maintain their highest current earned salary rate on appointment, subject to the minimum and maximum of the new salary range.
- iv) Notwithstanding 22.02 a) iii), when a relief employee who has completed the equivalent of an initial probation period (936 or 970 hours in all jobs combined) is subsequently appointed in another classification level because similar permanent positions have been reclassified upwards, they shall be paid as if promoted to the position. This provision shall also apply to permanent or relief employees in term appointments, provided they have completed the equivalent of an initial probation period in the term appointment.

b) Training Rates

- i) If a fully qualified candidate is not available, the Commission may approve the appointment of a "Trainee". Training rates will be established on the basis of semi-annual or annual increments, at the rates of 2% or 4% respectively, below the minimum of the regular salary range.
- ii) A candidate hired below the minimum of the regular salary range will not be eligible to move to the regular range until they meet the requirements of the position.
- iii) If the training requirement exceeds the time anticipated in the work plan, the employee shall remain at the highest training rate until such time they meet the requirements for the position.
- iv) If the employee meets the requirements for the position prior to the completion of the work plan, their salary shall be adjusted to the minimum of the regular range on the first of the next pay period.

c) Up in the Range Review

- i) Any probationary, or permanent employee, who is in the same classification level/occupation and is being paid at a rate lower in the range and who believes that they possess qualifications equivalent to those of a person appointed above the minimum in accordance with clause 22.02 a) above may, within thirty (30) days of such publication, request that the Commission

review their qualifications and salary. If, as a result of review, a salary adjustment is considered to be warranted, the Commission shall so authorize.

- ii) If, for reasons other than qualifications in excess of minimum requirements, the Commission authorizes original recruitment at a rate above the minimum of the salary range, or authorizes an accelerated in-range adjustment for market pressures, it agrees to review the experience of present probationary, or permanent employees in the same classification level/occupation and where necessary, adjust the salary of those with the same specialty or experience as that recruited.

d) **Supplemented Salary Ranges**

The Commission, with prior consultation with the union, may implement supplemented salary ranges in order to address documented recruitment/retention issues, or for other special circumstances. When supplemented salary ranges are established, the following shall apply:

- i) They will be reviewed annually, on October 1<sup>st</sup>.
- ii) They will be applied on an occupation group basis, and levels within the occupation group may receive varying levels of supplement;
- iii) When the Commission deems it necessary to increase or decrease the amount of a supplemented salary range, the Commission will consult with the union prior to implementing the change;
- iv) When supplemented salary ranges are implemented or increased, current employees affected will receive an increase to their salary rate equivalent to the percentage increase to the supplemented salary range;
- v) When a supplemented salary range is reduced or terminated, employees affected shall be treated in accordance with the downward reclassification provisions [Article 22.05 b)]; and
- vi) Supplemented salary ranges and rates shall be treated as regular salary for salary administration and payroll purposes (e.g. promotion, demotion & transfer).

When a change in assigned duties results in a temporary or permanent change in level/occupation, and one OR both level/occupations has a supplemented range, the following shall occur:

- i) Where the employee is currently at the same classification level as the new position, whether the move is a promotion, demotion or transfer depends on a comparison of salary range

maximums (i.e. included consideration of supplemented salary range maximums, where applicable);

- ii) Where the employee is currently at a different classification level than the new position, whether the move is a promotion or demotion is based on a comparison of salary range maximums (i.e. includes consideration of supplemented salary ranges, where applicable).

In the case of a promotion, promotion formula is applied to the employee's salary, and is subject to the new range minimum and maximum.

In the case of a demotion, the employee's salary in the new position is subject to the new range minimum and maximum.

**e) Permanent Part-time, Term and Relief Employees**

Upon probationary appointment of an eligible term, permanent part-time, or relief employee to a position in the same classification level/occupation, or to a position with substantially the same duties as that in which they held term, permanent part-time, or relief status, the following shall apply:

- i) If the original in-hiring rate was at the minimum of the range, or at a rate based on an experience formula which is applied to all employees, the rate on probationary appointment shall be on an earned salary basis and the employee shall be credited with service toward the next increment on the basis described in Article 22.01 b).
- ii) If the original in-hiring was at a rate other than as set out in i) above, the regular provisions of 22.02 a) shall apply.

**f) Across Union Lines and Out-of-Scope**

When employees of the classified division of the public service cross union lines to accept appointment in the classified division via bulletined competitions or permanent employees move from out-of-scope positions to positions covered by this agreement, their starting salary and increment date shall be determined in accordance with the appropriate provisions (i.e. promotion, demotion, transfer).

**22.03 Payment of Wages**

- a) Notwithstanding anything in this agreement to the contrary, any employee now receiving a higher rate of pay than is called for under the wage scales herein, shall not have such higher rate reduced during the term of this agreement unless they are demoted.
- b) i) Formula for calculating the partial month's pay of an employee starting on a day other than the first working day of the month

for that position will be based on the hours worked during that month.

ii) **Payment for Inadequate Notice:**

Hourly Salary X Calendar Days of Missed Notice X Scheduled Daily Hours of Work

iii) **Formula for Calculation of Gratuity:**

Number Days Unused Sick Leave (Max. 260) X  $\frac{\text{Annual Rate}}{260 \times 3}$

iv) **Calculation of salary when promotion or demotion occurs during the month (with no break in service).**

The monthly salary shall be calculated based on the hours worked in the new position, plus the hours worked in the old position.

Notwithstanding the above, in no case shall the employee who promotes or demotes during a month be paid a salary more than the normal monthly salary for the higher paid position or less than the normal monthly salary for the lower paid position.

**Pay Days**

c) i) **Full-time Employees**

All employees shall be paid on or before the last day of each and every month. If a new employee's cheque has not been received on the first of the month, they will be paid from the advance account.

ii) **Full-time Term Employees (except summer students)**

Employees shall be paid monthly, on or before the last day of the month following, in accordance with the rates set out for their class in Article 30A prorated where applicable, on the basis of time worked.

iii) **Permanent Part-Time, Less than full-time Term, Relief and Summer Student Employees**

Shall be paid bi-weekly in accordance with the rates set out for their class in Article 30A prorated where applicable, on the basis of time worked.

iv) **Payroll errors resulting in the underpayment of wages shall be rectified as soon as possible.**

Any overpayment in pay shall be rectified as soon as possible by agreement between the Employer, the Employee affected and the designated Union Representative.

- d) Employees covered by the CUPE Agreement will be provided with a statement setting out the various elements (e.g. overtime, shift differential, etc.) making up the gross pay on each cheque issued under 15.02 a).
- e) Vacation Advance
  - i) A salaried employee who will be absent from work on vacation leave on payday shall be entitled to receive an advance from the Minister of Finance equivalent to the net pay which will be due them on the payday occurring during their absence, provided that not less than thirty (30) days before the day on which payment is to be made, the employee requests the Administrative Head in writing that they receive an advance pursuant to this clause. Each employee shall receive only one (1) advance for vacation purpose in each vacation year.
  - ii) An employee who has made at least two (2) years contributions to the Public Service Superannuation Plan and who will be absent from work on vacation leave on payday shall be entitled to receive an advance from the Minister of Finance equivalent to the sum of the net pay which will be due them on the payday occurring during their absence and the first payday occurring after their return, provided that the employee requests the Administrative Head in writing, not less than thirty (30) days before the day on which payment is to be made that they receive an advance pursuant to this clause. Each employee shall receive only one (1) advance for vacation purposes in each vacation year.
  - iii) Payment of such advance will be made on the morning of the workday preceding the day the employee leaves on their vacation.
- f) Employees whether on original recruitment, or on return to work following leave of absence without pay, layoff, suspension, or re-instatement, will be entitled to salary for the full month in those instances where they commence or resume employment on the first day of the month on which employees in like category under this agreement work.

**22.04 Promotional Pay Formula**

- a) On the promotion of a permanent employee, a salary increase of eight percent (8%) shall be granted. If the addition of eight percent (8%) produces a rate below the minimum of the range for the higher classification, the salary shall be adjusted to the minimum of the range. In no case shall the salary be more than the maximum hourly rate established in the agreement.
- b) Notwithstanding 22.04 a), a permanent employee who has earned an increment in accordance with 22.11 d) and the employee immediately moves into the temporary assignment position on a permanent appointment, they shall be entitled to either the

application of the promotional formula or retention of the earned increment in the higher classification level, whichever is greater.

- c) If the adjustment to range minimum amounts to less than ten percent (10%), the increment date shall not be changed. If the increase amounts to ten percent (10%) or more, the increment date shall be changed to the first day of the month following the date of promotion. When an employee promotes from the maximum of their range, the date of promotion, adjusted to the first day of the month following, becomes the new increment date.

## 22.05 Reclassification of Permanent Positions

### a) Upwards

If a position is reclassified upward and the incumbent of the position before reclassification is appointed to the position as reclassified, they shall be paid as if they were promoted to the position. The effective date for payment of the higher rate shall be as determined under 23.02, c) iii)

### b) Downwards

If a position is reclassified downward, the incumbent, if permanent in the position:

- i) And whose salary rate exceeds the maximum of the lower salary range shall retain the salary range in effect prior to the downgrading of their position. The employee shall not be entitled to any economic adjustment until such time as the maximum hourly rate for the lower classification level/occupation overtakes the maximum hourly rate retained under this subsection; or
- ii) Where the salary rate is equal to, or less than, the maximum of the lower salary range shall be placed in the lower salary range; their salary rate shall remain the same until their increment date. The employee shall be entitled to any economic adjustment and increments as per article 22.01.

## 22.06 Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit

- a) The Employer agrees to provide employees on Maternity/Parental/Adoption Leave with a top-up payment to 95% of regular weekly salary for the first seventeen weeks of Employment Insurance Maternity Leave/Parental Leave Benefits. The top-up is calculated from the maximum weekly Employment Insurance Benefit or 55% of the employee's regular weekly salary whichever is less.
- b) The seventeen-week period will include both the one week waiting period and one week of Employment Insurance Parental Leave Benefit.
- c) The one week waiting period top-up will be equal to 95% of the employee's regular weekly salary.

- d) If the employee applying for benefits has a partner who is employed by the Government of Saskatchewan and who will be applying for benefits under the Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit Program (ie. combined benefits):
  - 1. Each partner must advise the Employer, in writing, with respect to the portion of the seventeen weeks for which each will be requesting a payment; and
  - 2. The total SUB benefit available to both partners is seventeen weeks.
- e) Employees receiving benefits under this article will be required to sign a promissory note for a return service commitment for the same number of weeks that top-up is received.

22.07 Camp Differential

- a) A differential of \$100.00 per day shall be paid to employees who are either:
  - i) Assigned to camp duty, if on a twenty-four (24) hour basis; or
  - ii) Assigned to accompany residents on a recreational outing, if on a twenty-four (24) hour basis.
- b) The camp differential is payment for all responsibilities related to the assignment in addition to normal wages.
- c) The camp differential referred to in this article is not paid to employees who are hired solely for assignment to Camp Thunderbird. It will be paid to employees who were hired for work at Valley View Centre in Moose Jaw and are assigned to camp work.
- d) Notwithstanding any relevant articles of the Collective Agreement, the following provisions shall be agreed to at the local level via a Letter of Understanding:
  - i) shift schedule including daily start and stop times;
  - ii) length of the averaging period; and
  - iii) other terms and conditions as agreed between the parties.
- e) It is agreed between the parties hereto that the payment of the camp differential together with the other provisions contained in the Letter of Understanding are considered by the Union as bargaining agent for the employees to be more favourable to the employees than the overtime provisions of *The Saskatchewan Employment Act*, or any order or regulation made thereunder.

22.08 Standby

- a) Standby duty shall mean a period which an employee is not on regular duty, but during which they are assigned to be on call and immediately available to return to work. An employee who is assigned to be on standby for duty overnight will be credited as follows:
- i) For the first two (2) hours immediately following their normal tour of day duty, they will be credited with two (2) hours, whether they are called during this period or not.
  - ii) For the remainder of the overnight standby period, credit will be as follows:
    - Up to two (2) hours duty – two (2) hours
    - Over two (2) hours and up to four (4) hours duty – four (4) hours
    - Over four (4) hours and up to six (6) hours duty – six (6) hours
    - Over six (6) hours duty - Full day
- b) For weekends when they are on standby, they would accumulate time off equivalent to one (1) day for Saturday and one (1) day for Sunday.

If they are required to work on a designated holiday, then they would be credited with a day and a half off. In other words, at time and a half.

- c) Time so accumulated would be to a maximum of ten (10) days. If it appeared that ten (10) days have been accumulated and compensating time off could not be given in the foreseeable future, the employee would be paid in-lieu of time off at straight time rates. In other words, the slate would be wiped clean after ten (10) days were accumulated and it was not possible in the foreseeable future to grant the days off and a new start would then be made on another accumulation. Payment shall be calculated on the basis of the appropriate hourly rate.
- d) At the end of the fiscal year, any time accumulated would be paid off at the current hourly rate of the employee in question, using the above-mentioned formula.

#### 22.09 Return to Higher Paid Permanent Position

An employee who is promoted to a position which they have previously held, shall be paid at the salary rate in the range at which they were being paid when last occupying that position, subject to any negotiated increases. Provided, however, that this clause shall not apply when the intervening period is greater than five (5) years, when the employee has moved to another unit, or has been demoted for cause.

#### 22.10 Pay On Demotion and Re-employment after Lay-Off

- a) Pay on Voluntary and Involuntary Demotion

When for any reason, an employee takes a demotion, their increment date shall not be changed. Their rate of pay shall be adjusted as follows:

- i) Whenever their rate prior to demotion is above the maximum established for the classification level/occupation into which they are taking demotion, it shall be reduced to the maximum.
- ii) Whenever their rate prior to demotion is within the range of pay established for the classification level/occupation into which they are taking demotion, it shall remain the same until their increment date.

b) Pay on Re-Employment After Layoff

- i) When an employee is re-employed after layoff in a position at the same classification level/occupation as that for the position which they held prior to layoff, they shall be paid at the same salary rate in the range as that which they had achieved at the time of the layoff, subject to any negotiated wage increases and 22.01 b) for increment purposes.
- ii) When after layoff an employee is employed in a position having a lower classification level/occupation salary range than that which they held prior to layoff, they shall be paid as follows:
  - 1) When the salary rate falls within the new lower range, they shall be paid at that rate, subject to any negotiated wage increases and 22.01 b) for increment purposes.
  - 2) When the former salary rate exceeds the maximum for the new position, they shall be paid the maximum in the range of the new position.
- iii) When, as a result of a competition, an employee after layoff is employed in a classification level/occupation of positions having a higher salary range maximum than the position which they held prior to layoff, they shall have their salary (subject to any negotiated wage increases and 22.01 b) for increment purposes) adjusted as on promotion.
- iv) When determining an employee's salary on re-employment under ii) and iii) above, the employee's rate on the date of layoff shall be adjusted by any negotiated increases applied after the date of layoff.

22.11 Temporary Performance of Higher Duties

- a) The temporary performance of higher position duties shall be defined as the assignment of an employee by management to perform the duties of a position within a class having a higher maximum hourly rate of pay. If the employee is not assigned, they shall not perform such duties.

- b) i) If the assignment is for ninety (90) continuous days or less, the employee shall receive payment in accordance with this Article.
- If the assignment continues for more than ninety (90) days, the assignment may be extended for not more than thirty (30) days, or the employee's position may be temporarily reclassified in accordance with Article 22.13 (Temporary Reclassification).
- ii) If management is aware at the beginning of the assignment that it will continue for a period of more than ninety (90) continuous days, the provisions of Article 22.13 shall apply. The assignment of higher duties shall not exceed one (1) year, subject to Article 22.13 a)
- iii) An employee who is assigned to temporarily perform higher duties for a full day shall receive payment for each such full day (a full day shall mean an assignment of at least three-quarter (3/4) a day).
- iv) Payment will be at an hourly rate which provides for an increase of eight percent (8%) over the employee's current hourly rate. If the increase of eight percent (8%) produces an hourly rate below the minimum of the range for the higher paid position, the salary shall be adjusted to the minimum of the range. In no case shall the hourly rate be more than the maximum hourly rate for the higher classification level/occupation.
- c) An employee, while temporarily performing the duties of a higher paid position, shall be eligible to receive normal increments and economic adjustments in their home classification level/occupation and the supplementary payment for temporary performance of higher position duties shall be recalculated on the revised salary.
- d) i) Within the institutional service unit, the seniority of the employees on shift shall be applicable to temporary substitution of three (3) days or less, and seniority shall be applicable to temporary substitution of more than three (3) days.
- ii) Outside the institutional service unit, the Government shall assign the temporary substitution for periods of less than three (3) days and the institutional seniority of employees shall be applicable for temporary substitution of more than three (3) days.
- iii) To be eligible for temporary substitution, the employee shall be sufficiently able to perform the duties of the position required to be filled in a satisfactory and efficient manner.

- e) When it is known before a shift change takes place that temporary performance of higher position duties will be necessary, employees assigned will be kept out of the rotation.

22.12 Temporary Out-of-scope Assignments

- a) When an in-scope employee temporarily performs higher duties, to an out-of-scope position, that employee shall have all benefits of their permanent in-scope position as outlined in the collective bargaining agreement including shift differential and time-in-lieu but no benefits of the out-of-scope position.
- b) When an in-scope employee is temporarily reclassified out-of-scope the employee shall have all the benefits of the out-of-scope position, and shall work the hours of the position being replaced.

22.13 Temporary Reclassification

- a) Temporary reclassification will be considered for any assignment over ninety (90) full, continuous days and shall be granted for any assignment over one hundred twenty (120) full continuous days. The original term of the temporary reclassification shall not exceed one (1) year.

The Commission may renew, or extend the temporary reclassification, if the original assignment is still temporary in nature, but in no circumstances shall any employee be temporarily reclassified to the same position for more than two (2) years without mutual agreement between the parties to this agreement. The Commission shall provide reasons to the Union for any such extension.

- b)
  - i) Within the institutional service unit, the seniority of the employees shall be applicable to temporary reclassification.
  - ii) Outside the institutional service unit, the seniority of employees shall be applicable for temporary reclassification.
  - iii) 22.13 b) i) and ii) will not necessarily apply where the temporary reclassification is to a position excluded from the scope of the Collective Agreement.
  - iv) To be eligible for temporary reclassification, the employee shall be sufficiently able to perform the duties of the position required to be filled in a satisfactory and efficient manner.
- c) An employee's salary on temporary reclassification shall be adjusted in accordance with Article 22.05 (Reclassification).
- d) While on temporary reclassification, an employee shall retain their entitlement to an annual increment in the range of their regular or home classification level/occupation. If the temporary reclassification exceeds one (1) year, and the employee is not eligible for an increment in their home classification

level/occupation, the employee shall be entitled to an increment in the temporarily reclassified position.

- e) While on temporary reclassification, an employee shall be eligible on a pay adjustment date to an equivalent step in the range for their regular or home classification level/occupation.
- f) In both Articles 22.13 d) and 22.13 e), the promotion formula shall be reapplied to the adjusted rate to determine their salary in the higher range.

**22.14 Northern District Allowance**

Employees stationed at LaRonge shall be paid a monthly Northern District Allowance, over and above their basic rate of pay, in accordance with the following table:

July 1, 2020	October 1, 2020	October 1, 2021
\$208.00	\$212.33	\$217.75

**22.15 Special Northern Leave**

- a) Employees who complete one (1) year of service and are entitled to Northern District Allowance benefits shall be entitled to an extra week's vacation (Special Northern Leave) in addition to their regular vacation entitlement. The extra week's vacation will have been earned at the end of each fiscal year and will be prorated based on the percentage of hours worked.
- b) The extra leave must be taken in the year following that in which it was earned. Notwithstanding, the accumulated leave credit may be carried over to the next year entirely at the discretion of the employing department.
- c) Where an employee has completed one (1) year in a designated area and is superannuated, resigns or is dismissed within one (1) year following completion of the said year and has not taken the earned vacation leave, they shall be paid in lieu. In the event of death, payment shall be made to the estate.
- d) The leave benefit will be prorated when an employee moves to a non-benefit area as a result of involuntary transfer, promotion or Government sponsored educational leave, at which time the benefit shall be payable.

**22.16 Payment of Professional Fees**

The Employer agrees to reimburse employees the professional fees that are paid on or after first pay period of the month following the ratification of the Collective Agreement as per the 2017 professional association fee schedules, of all employees who are required either by statute or by an agency to be a member of a professional association. For partial years, reimbursement shall be prorated on the basis of time worked provided however that no payment will be made for partial years when

the amount yielded is less than twenty-five dollars (\$25). Permanent Part-time, Term and Relief employees working 40% or greater will be eligible for full reimbursement of fees provided the employee has not been reimbursed and is not eligible to be reimbursed from another employer. For Permanent Part-time, Term and Relief employees working less than 40%, reimbursement shall be prorated based on time worked provided the employee has not been reimbursed and is not eligible to be reimbursed from another employer.

22.17 Travel Time, Union Management Meetings/Committees for Central Services

For employees of Central Services, time to travel to attend Union/Management meetings or committees (examples would be EFAP, Employment Equity, and similar such programs), as well as the actual meeting time will be compensated at straight time.

**ARTICLE 23 - CLASSIFICATION**

23.01 Creation of New Occupations

- a) Whenever a new occupation is created, the parties will bargain collectively thereon for its exclusion, or inclusion and if included, the hours of work designation.
- b) Where the parties cannot reach agreement, either party may refer the matter to an arbitration board as constituted by this agreement, whose decision shall be final and binding.

23.02 Classification Plan (As referred to in *The Public Service Act*)

a) Official Copy:

Copies of the job evaluation plan, inclusive of subfactors and benchmarks shall be made available upon request to the appropriate Human Resource Branch.

b) Qualification Requirements:

The statement of qualification requirements for classification level/occupation shall constitute the basis for the evaluation of the qualifications of any applicant. Minimum qualifications for any classification level/occupation of positions may be established or amended by the Public Service Commission. The Union, in all cases, shall be informed by the Public Service Commission and shall have the opportunity to make representation before qualifications are finalized.

c) Right of Review:

- i) Subject to ii) below, when a permanent employee feels that their position has altered sufficiently to justify a review as to the appropriateness of its allocation, they may request the Joint Job Evaluation committee (JJEC) to review their position. Requests for review shall be made on an appropriate form,

obtainable from the appropriate Human Resource Branch, and shall include an up-to-date description of duties of the position for which the review is being requested. The original and all copies of the appropriate form shall be sent to the JJEC, with an additional copy to the Manager of Human Resources and the Union.

- ii) A permanent employee shall not be entitled to a classification review in respect of a position in which they hold probationary or temporary status. Non-permanent employees shall not be entitled to a classification review.
- iii) If a position is reclassified, it will be effective on the first day of the month following the date on which the employee's request was received by the JJEC.

d) **Reallocation/Reclassification and Status of Employees:**

For the purpose of determining the status of an employee whose position has been reallocated/reclassified to a classification level/occupation higher than any classification level/occupation for which they have qualified, reallocation shall be divided into the following categories and the indicated rule shall apply:

- i) A reallocation to correct an error in classification level/occupation, whether at the installation of the classification plan, or later, no change in duties and responsibilities being involved:  
Rule:
  - 1) For the original incumbent - continuance of the position without formal test.
  - 2) For other incumbents - continuance in the position if qualified. If not qualified, a period of one (1) year will be allowed in which to establish qualifications.
- ii) A reallocation to conform to a changed allocation standard:  
Rule: Continuance in the position without formal test.
- iii) A reclassification based on new, or additional duties and responsibilities, which may have developed gradually, or may have been more formally assigned to an employee as part of a definite work plan:  
Rule: Continuance in the position subject to the general policy permitting challenges. If the incumbent of the position is not qualified, a period of one (1) year will be allowed in which to establish qualifications.

If the employee has been in the same position for a period of five (5) continuous years immediately prior

to classification, they will be certified to the reclassified position without examination and without transfer rights, provided the position is not in a class requiring professional qualifications.

If the employee has not been in the same position for five (5) consecutive years, they will, at the option of the Permanent Head, be certified to the reclassified position without transfer rights, or be required to vacate the position and have their name placed on the re-employment list and be governed by Clause 10.05.

e) **Organizational or Occupational Survey:**

When as a result of an organization or occupational survey, the incumbent thereof, if a permanent employee shall, within fifteen (15) days of receipt of notice, have the right to appeal the reallocation to the JJEC, whose decision shall be final.

f) **Right of Appeal:**

- i) If on review, the JJEC confirms the existing allocation, or reallocates the position to a higher/lower classification level and the employee disagrees with such decision, they may within twenty-one (21) calendar days following their receipt of written notification of the decision, appeal one (1) or more job evaluation factors to the JJEC.
- ii) Appeals shall be made on the form provided to the employee with the classification/reallocation decision.

**23.03 Maintenance Committee Appeals**

Appeals to be dealt with in accordance Appendix D of the Joint Union-Management Job Evaluation Maintenance Procedures document.

**23.04 Reclassification Challenge**

A reclassified position becomes subject to a promotion competition when either:

- a) The present incumbent is unable to establish minimum qualifications; or
- b) A more senior employee in the same classification level/occupation from the same work unit applies for the position and establishes to the satisfaction of the Public Service Commission and the Union that the employee's promotional opportunities have been unjustly curtailed and that the new duties might as readily have been assigned to them.
- c) The resulting competition would be limited to the incumbent and those challengers who, in the finding of the appeal body, (i.e. A representative nominated by each of the Public Service

Commission and the Union) have a valid claim to the reclassified position. The competition would be handled by a regular Public Service Commission selection panel.

Challenges may be initiated by forwarding a completed application form to the Public Service Commission.

23.05 Rights Forfeited Upon Voluntary Termination

When an employee voluntarily terminates employment in the public service, they forfeit rights to any benefits in respect of any outstanding request for reclassification, or appeals of classification decisions.

## **ARTICLE 24 - EDUCATION AND EXAMINATIONS**

24.01 In-Service Education

In-Service education, workshops and seminars, will be provided within working hours whenever possible. Where an employee is required as part of their duties to attend an in-service educational, seminar, team meeting or workshop outside normal working hours, the employee shall be paid at overtime rates, or be given equivalent time-in-lieu. Overtime shall be paid, or equivalent time-in-lieu shall be granted, for actual travel time to and from the required in-service if it is held away from the employee's headquarters.

Where attendance at an in-service educational, seminar, team meeting or workshop is not mandatory, management may approve time-in-lieu at straight time rates for attendance.

24.02 Fair and Equal Opportunity

Management will be guided by the principle of fair and equal opportunity for all, in the administration of examinations and training programs which are a prerequisite to promotion. Employees shall be given equal access to opportunities to improve their qualifications for promotional opportunities with the employer.

24.03 Examination Conditions Full-time Employees

a) No employee shall suffer loss of pay while writing required, or approved tests for the purpose of improving their status as an employee in the unit to which they are assigned. An employee who is scheduled to work the night shift before a day on which examinations other than facility examinations are to be written, will not be required to work that night shift and will not suffer loss of pay because of their not working that night shift.

b) Employees attending employment interviews at the request of the Public Service commission will do so without loss of pay.

24.04 Examination Conditions Less Than Full-time Employees

In cases where it is not possible to schedule an examination, or interview on a day on which the employee does not work, payment will be made in accordance with Article 24.03 a) and where the interview is

held at the employee's headquarters location, payment will be in accordance with 24.03 b)

## **ARTICLE 25 - MILITARY SERVICE (ACTIVE)**

### **25.01 Permanent Employees Called to Active Service**

Employees called up to active service in the Armed Forces of Canada shall be granted a definite leave of absence without pay for the period of active service.

### **25.02 Benefits While on Active Service**

Notwithstanding Article 21.08, permanent employees shall be granted benefits as follows:

- a) Seniority - full seniority for the period of leave.
- b) Sick Leave - full sick leave credits for the period of leave.
- c) The above referenced benefits will be prorated for Permanent Employees working less than full-time hours.

### **25.03 Salary on Return from Leave**

An employee, returning from leave granted in accordance with Article 25.01, shall be entitled to return to their former salary rate in their salary range subject to any negotiated wage increases and increments as per article 22.01.

## **ARTICLE 26 - WORKERS' COMPENSATION**

When an employee is injured in the performance of their duties, or incurs an industrial illness and the accident or illness may be compensable under the provisions of *The Workers' Compensation Act, 1979*, the following provisions shall apply.

For the purposes of this Article, "date of injury" means the first day the employee is absent from work due to that injury, and the two year period from the date of injury is cumulative, not chronological.

### **Compensation for Injury - Permanent Employees**

**26.01** This clause is intended to provide pay for an employee while the employee has an application before the Workers' Compensation Board for injury compensation.

- a) When an employee is injured in the performance of their duties during working hours, they shall be placed on Workers' Compensation pending adjudication of the claim by the Workers' Compensation Board and payments in accordance with Article 26.02 b) i) and b) ii).

If the claim is not accepted by the Workers' Compensation Board, the time off taken by the employee will be deducted from available sick leave credits. If the payments exceed the amount of sick leave credits available, the necessary adjustments will be made.

26.02 This clause details the eligibility and payment procedure for an employee whose claim has been accepted by The Workers' Compensation Board and who is placed on Workers' Compensation.

a) Eligibility

- i) All permanent employees will be eligible for the application of the provisions of this section.
- ii) Initial probationary employees, for not more than one year from the date of injury, will be eligible for the application of clause 26.02 b) i).

b) Payment

Subject to the proviso that the total compensation received by an employee shall not exceed normal earnings, employees shall be compensated on the following basis:

- i) From and including the date of injury until not more than one (1) year from the date of injury, the employee shall receive their normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Government on behalf of the employee.
- ii) After one (1) year from the date of injury to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive their normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Government on behalf of the employee.

The difference between the employee's normal earnings and the benefits payable from Workers' Compensation will be charged against the employee's available sick leave credits. Employees who have exhausted their sick leave credits may use earned vacation leave credits, time-in-lieu, etc. to extend the continued payment of normal earnings by the employee to a maximum two (2) years from the date of injury.

The employer will advise the employee of the amount of sick leave credits they have at the end of the first year of Workers' Compensation.

- iii) For purposes of i) and ii) above, a permanent part-time employee's normal earnings shall be the average of their last twenty-six (26) pay periods.

- iv) For the period beyond two (2) years after the date of injury, the employee will receive payments only as provided by the Workers' Compensation Board.

### Compensation for Injury – Non-Permanent Employees

#### 26.03 Term Employees

- a) Subject to the proviso that the total compensation received by an employee shall not exceed normal earnings, full-time term employees shall be compensated in accordance with Article 26.02 a) i) and ii), except that at the expiration of their appointment, the Government shall cease paying the employee and the employee shall receive payments only as provided by the Workers' Compensation Board.
- b) Subject to the proviso that the total compensation received by an employee shall not exceed normal earnings, less-than-full-time term employees shall be compensated in accordance with Article 26.02 b), except that at the expiration of their appointment, the Government shall cease paying the employee and the employee shall receive payments only as provided by the Workers' Compensation Board.

#### 26.04 Relief Employees

- a) In respect of injury, or illness incurred in the performance of their duties, an employee shall be subject to the provisions of *The Workers' Compensation Act, 1979* and the employee shall receive payments only as provided by the Workers' Compensation Board.

### Employee Status and Benefits – Permanent Employees

#### 26.05 Permanent Employee Status and Benefits

- a) From and including the day of injury until not more than two (2) years from the date of injury or the employee's sick leave credits are exhausted, whichever occurs first, the employee shall be deemed to be an active employee and earn all benefits.
- b) After two (2) years from the date of injury or the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive an indefinite leave of absence in accordance with clause 21.06 and earn benefits in accordance with clause 21.08.
- c) An employee who receives an indefinite leave of absence in accordance with 26.05 b) shall be paid out for any outstanding vacation leave credits. Any over expenditure of vacation leave credits shall not be recovered from the employee.
- d) For purposes of a) and b) above, a permanent part-time employee's benefits shall be based on the average of their last twenty-six pay periods.
- e) Subject to Confirmation of Fitness for Duty, a permanent employee returning from Workers' Compensation leave not more than one (1)

year from the date of injury shall, subject to notice requirements of 19.06 b), be reinstated in their position.

- f) Subject to Confirmation of Fitness for Duty, a permanent employee returning from Workers' Compensation leave after one (1) year, but not more than two (2) years from the date of injury shall, subject to a two (2) weeks notice requirement, be governed by Article 21.05 c).
- g) Subject to Confirmation of Fitness for Duty, a permanent employee returning from Workers' Compensation leave after two (2) years from the date of injury shall be governed by Article 10.06.
- h) Initial probationary employees, for not more than one (1) year from the date on injury, will be eligible for the application of clause 26.05 a).
- i) An employee on initial or subsequent probation who suffered an injury for which they were covered by Workers' Compensation, subject to Confirmation of Fitness for Duty, will be reinstated in their position, subject to the following:
  - i) If the period of absence for Workers' Compensation leave is over one (1) month, but less than six (6) months, the employee, upon reinstatement, shall be required to serve an additional period of time on probation, equivalent to the time spent on Workers' Compensation.
  - ii) Notwithstanding 26.05 i), if the period for Workers' Compensation is six (6) months or greater, the employee on initial probation shall continue to receive benefits as per this article for the remainder of their absence to a maximum of one (1) year.
- j) "Confirmation of Fitness for Duty" where referred to in this Article shall mean:

A medical, or medical specialist certificate, issued by the personal physician who treated the employee for the injury giving rise to the Workers' Compensation leave;

## Employee Status and Benefits – Non-Permanent Employees

### 26.06 Term Employees

- a) While an employee is in receipt of payment from the Government, the employee shall be considered an active term employee.
- b) A term employee displaced by other employees exercising return to work provisions in 26.05 e) and f), shall return to their previous appointment/status, subject to there being a requirement for their services in the appointment/status in which they were previously employed.

- 26.07 Relief Employees  
While the employee is in receipt of payments from the Workers' Compensation Board, the one hundred twenty (120) calendar day period of non-employment will not start until the Workers' Compensation Board deems the employee fit to return for duty.

General Provisions

- 26.08 Off Duty Injury  
When an employee off duty is injured by a resident, the Government shall call for adjudication by the Workers' Compensation Board and shall pay ten-ninths (10/9) of the compensation payment awarded by the Board and in case of permanent disability, shall pay such pension payments as awarded by the Board.
- 26.09 Monthly Progress Report  
An employee receiving Workers' Compensation benefits and absent from duty for a lengthy period of time shall **contact their manager** once monthly to indicate their progress and the prospects of their return to duty.
- 26.10 Communicable Diseases  
Workers' Compensation benefits shall be payable in respect of Communicable Diseases recognized by the Workers' Compensation Act.  
  
Injections for hepatitis shall be made available to employees who are at risk, at no cost to the employee.
- 26.11 Application for DIP  
It is understood that where an employee has been on Workers' Compensation leave for ninety (90) or more days, the employee shall make application to the Disability Income Plan through the Officer responsible for the Human Resource function.
- 26.12 Return to Work Program  
Employees who are off the job on Workers Compensation, Disability Income Plan or Prolonged Illness shall have access to the Return to Work Program developed by management and the Union. The Return to Work Program shall not be amended without the consent of the Union.  
  
The process for addressing the Return to Work Program shall be in accordance with the process jointly agreed to by the parties as identified in Letter of Understanding #09-03.

**ARTICLE 27 - TUBERCULOSIS COMPENSATION**

- 27.01 Compensation Payable  
People seeking employment will be categorized as follows:

- a) Persons showing no signs of previous tuberculosis infection, as confirmed by negative tuberculin tests.
- b) Persons showing no clinical evidence of disease, but with a positive tuberculin and negative chest x-ray findings.
- c) Persons showing evidence of inactive tuberculosis and who have never required treatment for the disease.
- d) Persons showing evidence of arrested tuberculosis.
- e) Persons showing clinical signs of active tuberculosis. (These will not be employed).

Persons falling in categories a), b) and c) will be eligible for compensation if they meet the conditions of the clause following:

A Permanent Full-time employee who contracts Tuberculosis while in the employ of the Government shall be paid one hundred percent (100%) of the salary they were receiving at the time they were declared unfit for duty. When an employee is declared by a qualified Tuberculosis specialist to be fit for light or part-time work, they will remain on full compensation, unless light or part-time work can be assigned to them.

For all other employees the above principles will apply, subject to discussion between the parties as to application in the event of an occurrence.

**27.02 TB Investigation**

An employee who has been requested by management to absent themselves from their place of work pending investigation of the clinical signs of tuberculosis shall receive compensation in accordance with Article 27.01 during the period between the date that the employee is first absent and the date that a conclusive diagnosis is made.

**27.03 Compensation On Termination**

An employee whose services have been terminated for any cause and who within three (3) months of separation is diagnosed by a physician as having tuberculosis, shall be entitled to the above compensation and the salary rate shall be based on the salary they were receiving at the time their services were terminated.

The benefits of this provision may be extended for an additional three (3) months, provided that the former employee concerned submits an x-ray plate taken within three (3) months after the termination of employment.

**27.04 Duration of Compensation**

Such compensation shall be paid until the employee is declared fit for work by a physician on the staff of the Tuberculosis Control Centre.

**27.05 Compensation Not Payable**

- a) Those new employees showing evidence of arrested tuberculosis (category d)), will not be eligible for compensation.
- b) Those new employees showing evidence of inactive tuberculosis, who have never required treatment for the disease (category c)), will not be eligible for compensation, if active tuberculosis is discovered within the first twelve (12) months of their employment.
- c) No compensation will be paid to any employee who is found within the first three (3) months of employment to have tuberculosis, except persons showing no signs of previous tuberculosis infection as confirmed by negative tuberculin tests.
- d) Compensation under this Article will not be paid to an employee:
  - i) Who on commencing employment, or termination of employment, refuses to take a tuberculin test and/or x-ray;
  - ii) Who has a negative tuberculin test and refuses to take a tuberculin test every three (3) years during the term of their employment;
  - iii) Who has a positive tuberculin test and refuses to take a chest x-ray every two (2) years during the term of their employment;
  - iv) Who refuses to conform to the treatment plan prescribed by a qualified Tuberculosis specialist, or designated general practitioner; and
  - v) Who fails to provide a written report, or certificate, from the Tuberculosis Control Centre every three (3) months.

**27.06 Sick Leave Credit**

An employee absent from duty due to the contracting of Tuberculosis under circumstances above, shall not have such absence charged against sick leave allowed under Article 21, except as provided under 27.02.

**ARTICLE 28 - CONDITIONS OF EMPLOYMENT**

**28.01 Actions of Residents**

When employees are required to use resident help in the course of their duties, such employees shall not be held responsible for acts committed by such residents, unless it can be shown that such acts were caused through negligence on the part of the employee or employees concerned.

**28.02 Personal Property Damage**

- a) Upon submission of reasonable proof, the Government will repair or indemnify any damage to the personal property of an employee while on duty caused by the actions of a resident, provided that

such personal property be articles of a type suitable for use or wear while on duty.

- b) When employee's chattels, which are located within the facility premises, are damaged by the actions of a resident, the Government will repair, or indemnify.
- c) Indemnity shall be on the basis of fair valuation and the liability of the Government shall be limited to the amount of \$500.00 under clauses a) and b) hereof, except when the damage is to an employee's vehicle, the government's liability shall be limited to the amount of the S.G.I. deductible. In exceptional circumstances, the Permanent Head may authorize an amount in excess of the \$500.00.
- d) The responsibility of the Government under the foregoing clauses shall be voided in the event of contributory negligence on the part of the employee.

### 28.03 Notice of Separation

- a) Notice of termination of employment shall be given in writing by the party initiating the transaction, provided that this shall not apply when an employee is dismissed for gross misconduct.

When notice is not given by Management, or when the notice given by Management is short of the requirement as set out below, payment based on the employee's monthly salary, calculated in accordance with Article 22.03 b) iv), shall be made.

A Less-than-full-time employee who has worked in the same classification level/occupation for three (3) consecutive months shall give not less than seven (7) calendar days notice of resignation.

- b) In the absence of mutual agreement to waive notice, employees in permanent and probationary appointments shall be required to give and shall be entitled to receive the written notice of thirty (30) calendar days or the notice required under *The Saskatchewan Employment Act*, whichever is greater.
- c) When an employee gives, or is given notice of termination of employment, as described in Article 28.05 b), they shall be paid salary due them within the two (2) week period after their termination. All other monies accruing to them from the Government shall be paid within the three (3) week period after their termination.
- d) Employees in Default - When an employee is in default of public monies, or when satisfactory accounting for equipment or stores has not been made, the time limits set forth in sub-clause c) shall not apply.

- e) Notice requirements of this clause 28.05 shall be deemed to have been met if the required notice in writing is conveyed personally, or by registered mail, to the employee's most recent address of record with a copy to the Union.

**28.04 Professional Requirements**

When a position requires professional certification or where employees are required to have membership in a professional association, they must maintain such certification or remain a member in good standing to maintain their classification.

**ARTICLE 29 - PROBATIONARY PERIODS**

**29.01 Probationary Periods for Permanent Employees**

- a) Except in such cases as outlined in 29.01 b), the initial employment of every person shall be on a probationary basis for a period of six (6) months (calculated at 936 or 970 hours worked, whichever is applicable), provided, however, that the period may be extended to twelve (12) months (calculated at 1872 or 1941 hours worked, whichever is applicable) for any class by agreement between the parties. At any time during the probationary period, the Permanent Head (or Designate) may terminate the employment.

- b) The probationary period for the following classification level/occupations shall be twelve (12) months (calculated at 1941 hours worked):

Licensed Practical Nurse 08HLP, Nurse 09HWN, Nurse 10HWN, Senior Storekeeper 06PST, Sewing Room Worker 05GSW, Cook 07GCK, Chief Power Plant Engineer 08TPP, Mechanical Division Supervisor 10TJA, Architectural Division Supervisor 10TJM, Power Plant Engineer 09TPP, and Grounds Keeper 06GIM.

For positions outside of Valley View operations as well as Therapies positions housed at Valley View Centre:

The probationary period for all 06 classification level/ occupations and above shall be twelve (12) months (calculated at 1941 hours worked).

- c) An employee who promotes during their initial probationary period shall commence a new initial probationary period in the new position. If the employee does not qualify in the probationary period in the new position, then they shall revert to their original position and complete the remainder of their initial probationary period for the original position.
- d) Time spent as a term employee or in a term assignment and time spent in a temporary reclassification (Article 22.13) shall be counted as accrued time for the completion of the probationary period if:

- i) The employee moves directly into the same position on a permanent basis; or
- ii) The employee moves directly into a position in the same classification level/occupation involving substantially the same duties and responsibilities on a permanent basis.

**29.02 Reversion on Promotion**

A permanent employee who promotes and does not successfully complete their probationary period shall revert to their former position.

During the probationary period after promotion, an employee may be granted, upon request to the Manager of Human Resources, reversion to their former position.

In either case, the employee shall revert to their former position at their former rate during the probationary period, subject to any increments that they would have received had they remained in that position.

**29.03 Reversion on Movement to an Out-of-Scope Position**

A permanent employee accepting initial promotion to an out-of-scope position and who does not successfully complete their probationary period shall revert to their former position.

During the probationary period after initial promotion, the employee may be granted, upon request to the Manager of Human Resources, reversion to their former position.

In either case, the employee shall revert to their former position at their former rate during the probationary period, subject to any increments that they would have received had they remained in that position.

**29.04 Promotion while on Probation**

- a) A permanent employee who is on probation shall, upon promotion, complete the usual probationary period. If the employee fails during the probationary period, they shall revert to the position in which they last held permanent status, at their former rate, subject to any increments that they would have received had they remained in that position.
- b) Notwithstanding the above, if an employee, currently serving a subsequent probationary period as a result of a promotion or voluntary transfer, was serving a probationary period immediately prior in another position and that position is vacant, the employee may request to revert to that position. Upon reversion, the employee shall complete the remainder of the probationary period of that position.

**29.05 Probationary Periods on Promotion Demotion and Transfer**

Probationary periods for employees who are promoted, transferred, or demoted, shall be the same as those set out in 29.01 above, subject to 29.08 and 29.09. A permanent employee who fails at any time during such probationary periods, shall be governed by the provisions established for reversion under Promotion, Transfer, or Demotion.

29.06 Employee Eligibility for Promotion after Reversion

Employees reverting at their own volition will again be eligible for promotion when they satisfy Management that the reasons for requesting reversion no longer exist.

29.07 Extension of Probationary Periods

The probationary period for the incumbent of a particular position may be extended for such period as may be agreed upon through local negotiations.

29.08 On Transfer

No probationary period shall be required of a permanent employee transferred within their agency to another position in the same class, or re-employed from a re-employment list in another position in their former classification level/occupation in their former agency. Notwithstanding the foregoing, an employee who voluntarily transfers to another position in the same classification level/occupation in a different work setting, or a different classification level/occupation in the same agency, may be required by their agency to serve a probationary period. If they do not qualify, they shall revert to their former position at their former salary rate, subject to any increments they would have received had they remained in that position.

29.09 On Demotion

- a) No probationary period shall be required to be served by a permanent employee who has voluntarily demoted into a position in the same classification level/occupation in the same agency, or to a position in a classification level/occupation in the same agency, in which they have previously attained permanent status. The designated series in each instance shall be as determined by the Chair.
- b) In cases other than those set out in a) above, an employee who does not qualify in the probationary period shall revert to their former position at their former salary rate in the salary range, subject to any general wage increases and increments that they would have received, had they remained in that position. If the position of a permanent employee was abolished during their absence, they shall be subject to the layoff provisions applicable, had they been occupying the position at the time of its abolition. If the position was reclassified upward during their absence, they shall be subject to the provisions applicable, had they been occupying the position at the time of its reclassification.

If the position was reclassified laterally, or downward during their absence, they shall elect the application of the layoff provisions, or to bump into the reclassified position, providing they have the required qualifications.

29.10 Probationary Employees

The employee will be notified beforehand when their supervisor will review their probationary ratings with them.

Such review shall be conducted in the presence of a shop steward, unless the employee states in writing to both parties to the agreement prior to the review, that they do not wish such representation.

Newly hired employees, during the initial probationary period, shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of general unsuitability. The union shall be notified of all such dismissals.

29.11 Leave of Absence during Probationary Period

An employee who takes a leave of absence of more than thirty (30) calendar days during their probationary period, may not be appointed on a permanent basis to the position, at the discretion of the Permanent Head, until a period of six (6), or twelve (12), months of actual service has been completed.

29.12 Employees Displaced by Reversion

- a) A Permanent employee displaced through the application of the reversion provisions shall also have the right to revert to their former position at their former rate in the salary range, subject to any increments they would have received had they remained in that position.
- b) If there is no former position, the employee shall have the right to exercise bumping rights in accordance with the bumping articles. If there is no bump available, the employee shall be placed on the re-employment list and be governed by Article 10.06.

**ARTICLE 30A (PAY SCHEDULE 3)  
CLASSIFICATIONS AND SALARY SCHEDULES**

**INSTITUTIONAL SERVICE UNITS**

*Classification level/Occupation Codes* listed below and designated as A, B, C, etc., are the institutional service units referred to in articles 9.01 c), 22.10 and 22.11.

Miscellaneous *classification level/occupation codes* are to be treated as single seniority units.

**MISCELLANEOUS**

LEVEL/OCC	MOD	OCCUPATION
02FSC	0	Sales Clerk
02GTD	0	Driver
04GUP	0	Upholsterer
05SME	0	Medical Equipment Technician
05HBW	0	Behavioural Therapy Worker
05HOW	0	Occupational Therapy Worker
05HPW	0	Physical Therapy Worker
05HRW	0	Recreation Therapy Worker
05HVW	0	Vocational Therapy Worker
06HOW	0	Occupational Therapy/Physical Therapy Assistant
06HOW	0	Occupational Therapy Worker
06HTW	0	Outreach Worker
07HPW	0	Physical Therapy Worker
07HRW	0	Recreation Therapy Worker
08HLP	0	Licensed Practical Nurse
09HPS	0	Community Services Worker
09HTC	0	Program Development Consultant
09HTC	0	Crisis Support Therapist
09HIT	0	Community Intervention Worker
09HMT	0	Music Therapist
09HRT	0	Recreation Therapist
09HVT	0	Vocational Therapist
09HEN	0	Employee Health Nurse
10HBT	0	Behavioural Therapist
11HPS	0	Regional Supervisors
10HTC	0	Program Development Consultant
10HTC	0	Crisis Support Specialist
11HBT	0	Behavioural Therapist
11HOT	0	Occupational Therapist
11HPT	0	Physical Therapist
10HPC	0	Supervisor Cognitive Disabilities
10HPC	0	Supervisor Autism Individualized Funding

**CS- VALLEY VIEW CENTRE – Unit “A”**

01GIM	0	Maintenance Worker/Student
02PSC	0	Admin Support
03GHM	0	Equipment Operator

LEVEL/OCC	MOD	OCCUPATION
04TPP	0	Power Plant Engineer
04PDP	0	Clerk
05TPP	0	Power Plant Engineer
05TTH	0	Trades Helper
06GIM	0	Maintenance Worker
06TPP	0	Power Plant Engineer
07TJI	0	Journey person Painter
08TJC	0	Journey person Carpenter
08TJE	0	Journey person Electrician
08TPP	0	Power Plant Engineer
08TJP	0	Journey person Plumber
09TJA	0	Journey person Mechanic
09TJB	0	Journey person Bricklayer/Plasterer
09TJM	0	Supervisory Journey person
10TJA	0	Journey person Mechanic
10TJM	0	Supervisory Journey person

**SEAMSTRESS GROUP - Unit "B"**

02GSW	0	Sewing Room Worker
05GSW	0	Sewing Room Worker

**LAUNDRY GROUP - Unit "C"**

02GLW	0	Laundry Worker
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**KITCHEN GROUP - Unit "N"**

04GCK	0	Cook
06GCK	0	Cook (Camp Setting Only)
07GCK	0	Cook
08HDN	0	Dietician

**NURSING STAFF GROUP - Unit "O"**

09HWN	0	Nurse
10HWN	0	Nurse

**NURSING SUPPORT GROUP - Unit "P"**

04HGA	0	Group Activities Aide
06HGA	0	Community Residential Worker
10HGA	0	Supervisor Residential Services

**LABORATORY STAFF GROUP - Unit "Q"**

04SLT	0	Laboratory Technologist
05SLT	0	Laboratory Technologist

**SERVICE PERSONNEL GROUP - Unit "R"**

01GIK	0	Institutional Service Worker 1– Food Services
01GKI	0	Institutional Service Worker 2– Food Services
02GIC	0	Institutional Service Worker – Housekeeping

LEVEL/OCC	MOD	OCCUPATION TITLE
<b>STORES GROUP - UNIT "S"</b>		
01PST	0	Storekeeper
02PSK	0	Stock Clerk
06PST	0	Senior Storekeeper
<b>CLERICAL STAFF GROUP - Unit "U"</b>		
02PSC	0	Clerk Typist
03PDP	0	Clerk
03PSC	0	Clerk Typist
04PDP	0	Clerk
04PSC	0	Clerk Typist
05PDP	0	Clerk
06PDP	0	Clerk
<b>CS - SASK HOSPITAL – Unit "W"</b>		
01GIM	0	Maintenance Worker/Student
02GIC	0	Institutional Service Worker – Housekeeping
04GIM	0	Maintenance Worker
04TTH	0	Trades Helper
05TPP	0	Power Plant Engineer
06GIM	0	Maintenance Worker
06TTH	0	Trades Helper
08TJI	0	Journeyman Painter
08TJA	0	Journeyman Mechanic
08TJC	0	Journeyman Carpenter
08TJP	0	Journeyman Plumber
08TPP	0	Power Plant Engineer
09TJE	0	Journeyman Electrician

Level	Hourly Salary Range		Monthly			
			Ave. 36 Hrs./Week		Ave. 37 1/3 Hrs./Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$19.009	\$21.382	\$2,965	\$3,336	\$3,075	\$3,459
2	\$20.153	\$22.666	\$3,144	\$3,536	\$3,260	\$3,667
3	\$21.364	\$24.029	\$3,333	\$3,749	\$3,456	\$3,887
4	\$21.771	\$25.469	\$3,396	\$3,973	\$3,522	\$4,120
5	\$23.515	\$27.507	\$3,668	\$4,291	\$3,804	\$4,450
6	\$25.393	\$29.708	\$3,961	\$4,634	\$4,108	\$4,806
7	\$26.369	\$32.085	\$4,114	\$5,005	\$4,266	\$5,191
8	\$28.478	\$34.648	\$4,443	\$5,405	\$4,607	\$5,605
9	\$31.326	\$38.114	\$4,887	\$5,946	\$5,068	\$6,166
10	\$34.461	\$41.926	\$5,376	\$6,540	\$5,575	\$6,783
11	\$37.908	\$46.122	\$5,914	\$7,195	\$6,133	\$7,461

**Notes:**

1. From range minimum to maximum, the above ranges provide for:
  - 3 increments of 4% for levels 1-3;
  - 4 increments of 4% for levels 4-6; and
  - 5 increments of 4% for levels 7-11.
  
2. Monthly rates are calculated as follows:
  - a) If average 36 hours/week – hourly rate X 156;
  - b) If average 37 1/3 hours/week – hourly rate X 161.776.

**CUPE Supplemented Salary Ranges Effective October 1, 2021**

<b>Occupation Group HIT Community Intervention Worker</b>						
	<b>Regular Range</b>		<b>Supplemented Salary Range</b>		<b>Supplemented Monthly</b>	
<b>Level</b>	<b>October 1, 2021 Minimum</b>	<b>October 1, 2021 Maximum</b>	<b>October 1, 2021 Minimum</b>	<b>October 1, 2021 Maximum</b>	<b>October 1, 2021 Minimum</b>	<b>October 1, 2021 Maximum</b>
<b>8</b>	\$28.478	\$34.648	\$29.619	\$36.038	\$4,792	\$5,830
<b>9</b>	\$31.326	\$38.114	\$32.580	\$39.638	\$5,271	\$6,412

<b>Occupation Group HPS Community Services Worker</b>						
	<b>Regular Range</b>		<b>Supplemented Salary Range</b>		<b>Supplemented Monthly</b>	
<b>Level</b>	<b>October 1, 2021 Minimum</b>	<b>October 1, 2021 Maximum</b>	<b>October 1, 2021 Minimum</b>	<b>October 1, 2021 Maximum</b>	<b>October 1, 2021 Minimum</b>	<b>October 1, 2021 Maximum</b>
<b>9</b>	\$31.326	\$38.114	\$32.580	\$39.638	\$5,271	\$6,412
<b>11</b>	\$37.908	\$46.122	\$39.424	\$47.969	\$6,378	\$7,760

<b>Occupation Group HWN Nurse</b>						
	<b>Regular Range</b>		<b>Supplemented Salary Range</b>		<b>Supplemented Monthly</b>	
<b>Level</b>	<b>October 1, 2021 Minimum</b>	<b>October 1, 2021 Maximum</b>	<b>October 1, 2021 Minimum</b>	<b>October 1, 2021 Maximum</b>	<b>October 1, 2021 Minimum</b>	<b>October 1, 2021 Maximum</b>
<b>9</b>	\$31.326	\$38.114	\$43.101	\$52.439	\$6,973	\$8,483
<b>10</b>	\$34.461	\$41.926	\$45.688	\$55.585	\$7,391	\$8,992

Monthly rates are calculated as follows:

- a) If average 36 hours/week – hourly rate X 156;
- b) If average 37 1/3 hours/week – hourly rate X 161.776.

**Base and Additional Hours of Work Designation(s) by Occupation**

Occupational Code	Occupation	Hours of Work Designation
FAC	Accounting Clerk	Office 36
FSC	Sales Clerk	Shift 37 1/3 Regular 37 1/3
GBK	Baker	Regular 37 1/3 Shift 37 1/3
GBU	Beautician/ Hairdresser	Regular 37 1/3 Shift 37 1/3
GCK	Cook	Shift 37 1/3 Regular 37 1/3
GHM	Equipment Operator	Shift 37 1/3 Regular 37 1/3
GIC	Housekeeper	Shift 37 1/3 Regular 37 1/3
GIK	Kitchen Worker	Shift 37 1/3 Regular 37 1/3
GIL	Laundry Worker	Shift 37 1/3
GIM	Maintenance Worker	Regular 37 1/3
GIW	Security Worker	Shift 37 1/3 Regular 37 1/3
GKI	Kitchen Worker	Shift 37 1/3 Regular 37 1/3
GLL	Laundry Worker	Shift 37 1/3
GLW	Laundry Worker	Shift 37 1/3
GPH	Porter/Housekeeper	Shift 37 1/3 Regular 37 1/3
GPT	Porter	Shift 37 1/3 Regular 37 1/3
GSW	Sewing Room	Regular 37 1/3 Shift 37 1/3
GTD	Transport Driver	Regular 37 1/3 Shift 37 1/3
GUP	Upholsterer	Regular 37 1/3 Shift 37 1/3
HBT	Behaviour Therapist	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HBW	Behavioural Therapy Worker	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HDC	Staff Development Co-ordinator	Regular 37 1/3
HDN	Dietician	Regular 37 1/3

Occupational Code	Occupation	Hours of Work Designation
HEN	Employee Health Nurse	Regular/Shift 37 1/3
HGA	Group Activities Aide Community Residential Worker	Shift 37 1/3 Regular 37 1/3 Field 37 1/3
HIT	Community Intervention Worker	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HLP	Licensed Practical Nurse	Shift 37 1/3
HMT	Music Therapist	Shift 37 1/3 Regular 37 1/3 Field 37 1/3
HOT	Occupational Therapist	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HOW	Occupational Therapy Worker	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HPC	Program Consultant	Field 37 1/3
HPS	Community Services Worker	Field 37 1/3
HPT	Physical Therapist	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HPW	Physical Therapy Worker	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HRT	Recreational Therapist	Shift 37 1/3 Regular 37 1/3 Field 37 1/3
HRW	Recreational Therapy Worker	Shift 37 1/3 Regular 37 1/3 Field 37 1/3
HTC	Program Development Consultant Crisis Support Therapist Crisis Support Specialist	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HBW	Behavioural Therapy Worker Outreach Worker	Field 37 1/3
HVL	Co-ordinator of Volunteer & Pastoral Services	Field 37 1/3
HVT	Vocational Therapist	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HVW	Vocational Therapy Worker	Regular 37 1/3 Shift 37 1/3 Field 37 1/3
HWN	Nurse	Shift 37 1/3 Regular 37 1/3

Occupational Code	Occupation	Hours of Work Designation
PCL	Switchboard Operator	Regular 37 1/3 Shift 37 1/3 Office 36
PDP	Document Processing	Office 36
PMR	Medical Records	Office 36
PSC	Secretary	Office 36 Shift 37 1/3 Regular 37 1/3
PSG	Secretary	Office 36 Shift 37 1/3 Regular 37 1/3
PSK	Stockkeeper	Office 36
PST	Storekeeper	Office 36
SLT	Lab Technician	Office 36
SME	Medical Equipment Technician	Regular 37 1/3 Shift 37 1/3
SNW	Network Support Technician	Office 36
SPH	Pharmacist	Office 36
SXR	X-Ray Technician	Office 36
TAA	Trades Apprentice	Regular 37 1/3
TJA	Journeyman Mechanic	Regular 37 1/3
TJB	Journeyman Bricklayer/Plasterer	Regular 37 1/3
TJC	Journeyman Carpenter	Regular 37 1/3
TJE	Journeyman Electrician	Regular 37 1/3
TJI	Journeyman Painter	Regular 37 1/3
TJM	Supervisory Journeyman	Regular 37 1/3
TJP	Journeyman Plumber	Regular 37 1/3
TPP	Power Plant Engineer	Regular 37 1/3 Shift 37 1/3
TTH	Trades Helper	Regular 37 1/3
TTP	Trades Person	Regular 37 1/3

CUPE occupations have been categorized into six "Families" based on general similarities. These six families are:

Finance and Revenue Work  
General Operational Work  
Human Services Work

Program Support Work  
Scientific and Technological Work  
Building and Shop Trades Work

The number at the beginning of the occupational code represents the classification level in the new classification plan. The first letter in the occupational code corresponds to the first letter in the family. The second and third letters of the occupational code represents the nature of work. For example, 04SME represents the following:

04 = classification level 4  
S = Scientific and Technological Work  
ME = Medical Equipment

## **CUPE OCCUPATIONAL CODES**

### **OCCUPATIONAL CODES**

Occupational codes have been created for the following reasons:

- To enable compensation, recruitment and retention research.
- To identify occupations and specializations within occupations for which core competencies may be required.
- To enable ease of salary administration.

CUPE occupations have been categorized into six “Families”, based on general similarities. These six families are:

- Finance and Revenue Work
- General Operational Work
- Human Services Work
- Program Support Work
- Scientific and Technological Work
- Building and Shop Trades Work

The first letter in the occupational code corresponds to the first letter in the family. The second and third letters of the occupational code represent the nature of work. For example, 04SME represents the following:

04 = classification level 4  
S = Scientific and Technological Work  
ME = Medical Equipment

## **FAMILY DEFINITIONS**

### **Financial and Revenue Administration**

The Financial and Revenue Administration family consists of positions which have as their primary responsibility the financial management and analysis activities including processing, monitoring, or auditing of revenue and/or expenditure transactions. Examples of positions are those responsible for functions such as:

- Financial analysis in relation to departmental program operations.
- Recording or processing revenue, expenditure, or payroll transactions.
- Supervising financial reporting operations.
- Conducting financial audits to monitor and ensure legislative compliance under various acts, regulations and agreements.
- Conducting retail sales operations.

### **General Operations**

The General Operations family consists of positions which have as their primary responsibility the upkeep, maintenance, or repair of equipment or buildings, or the provision of food services. Examples of positions are those responsible for functions such as:

- Housekeeping and cleaning services, including sewing and laundry.
- Operating and maintaining vehicles and equipment used in transporting goods or people.
- Maintaining grounds, buildings, highways, structures and facilities and associated auxiliary equipment.
- Preparing meals.

### **Human Services**

The Human Services family consists of positions which have as their primary responsibility the care, treatment, or counseling of clients in order to restore, maintain, or enhance their social, physical, or mental functioning. Examples of positions are those responsible for functions such as:

- Therapy, crisis intervention and other services to individuals and/or families experiencing social or mental health dysfunction.
- General care, nursing, or psychiatric treatment.
- Clinical assistance to dentists, or dental hygienists.
- Performing psychological tests and psychological treatment services.
- Coordinating volunteers working in an institution and promoting understanding and acceptance of an institution's programs.

## Program Support

The Program Support family consists of positions which have as their primary responsibility program administration, information processing, office administration, or record maintenance. Examples of positions included are those responsible for functions such as:

- Operating typewriters, word processors, computers, duplicators, or other office equipment.
- Entering, retrieving, or manipulating data using pre-packaged software programs.
- Keeping records, or creating, maintaining, storing, retrieving, or searching files.
- Examining, assessing, approving, coding, or processing documents such as claims, permits, applications, or surveys.
- Receiving, sorting, or distributing mail.
- Providing reception and general program information.
- Procuring, distributing, disposing of, or storing supplies, materials or equipment.
- Composing, compiling, or computing statistics, information, or documents.

## Science and Technology

The Science and Technology family consists of positions which have as their primary responsibility testing or interpretive work in an applied science, or technical field. Examples of positions are those responsible for functions such as:

- Performing tests, or administrative duties relating to pharmacy, or the examination of biological materials.
- Performing analysis and/or programming of automated information systems.
- Repairing or maintaining medical equipment.

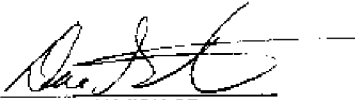
## Building and Shop Trades

The Building and Shop Trades family consists of trade positions which have as their primary responsibility the construction, fabrication, alteration, installation, or repair of equipment, buildings or structures. Examples of positions are those responsible for functions such as:

- Repairing automobiles, trucks, tractors and heavy equipment associated with road construction and maintenance.
- Carpentry, electrical, plumbing, sheet metal, cement masonry, painting, tile setting or drywalling work, or other building and shop trades.

IN WITNESS WHEREOF the parties hereto have caused these present to be executed in the day and year first above written, in the presence of:

Her Majesty in the right of the province of Saskatchewan,  
represented by:



CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
represented by: Dave Stoverson



Kelly Harby  
Public Service Commission  
(Chief Spokesperson)



Nancy Seman  
Chair, Local 600

On behalf of the Saskatchewan  
Public Service Commission:



Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

On behalf of the Canadian Union of  
Public Employees, Local 600:



Nancy Seman, Local 600  
(Chair)



CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
represented by: Dave Stevenson

**LETTER OF UNDERSTANDING #88-03**

Original dated June 12, 1967

**Re: Cost of Dry Cleaning**

It is hereby agreed that the employer will assume the cost of dry cleaning or arrange for the cleaning of employees' apparel which has been soiled during the performance of work on behalf of the employer.

This letter shall be in force and in effect from and after October 1, 2021 up to and including September 30, 2022 and from year to year thereafter unless notification of desire to amend or terminate be given in writing not less than thirty (30) days nor more than sixty (60) days before the expiry of the then current agreement.

Agreed on behalf of the  
Government of Saskatchewan;

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #88-06

Original dated April 24, 1986

### Re: Employment Equity Program within CUPE 600

Employment equity plans help Saskatchewan employers and employees experience the benefits of fair, full employment and a diverse workforce. Equity in employment means:

- a representative workforce that mirrors the make-up of Saskatchewan's working age population at all levels and in all occupations; and
- supportive, welcoming work environments that promote the full participation of all groups.

Employment Equity initiatives undertaken with CUPE 600 will address the four designated groups identified by the Saskatchewan Human Rights Commission: Aboriginal people, people with disabilities, visible minorities/racialized groups and women. The objectives of the employment equity program are to:

- ensure that there is equal opportunity in all aspects of employment by eliminating discrimination, whether intentional or unintentional
- remove barriers to achieve equal representation of designated groups in the workforce
- promote the view that fairness does not necessarily mean everyone should be treated the same, but rather that differences should be recognized, valued and accommodated.

It is the intention of CUPE 600 and the Government of Saskatchewan to work co-operatively to achieve these objectives.

The Joint CUPE 600/Union Management Committee will address proactive processes that support a representative workforce which shall include but not be limited to:

1. Develop an annual action plan to work towards the stated objectives.
2. Educate and create awareness of employment equity objectives and the plan among all employees.
3. Jointly identify problems and develop resolutions for the problems.
4. Evaluate progress and impact of program implementation.
5. Make recommendations to the respective principals for endorsement.

.../2

By mutual agreement of the parties, provisions in the collective agreement between the Government of Saskatchewan and CUPE 600 may be waived in order to achieve these goals.

This letter shall be in force and in effect from and after October 1, 2021 up to and including September 30, 2022 and from year to year thereafter unless notification of desire to amend or terminate be given in writing not less than thirty (30) days nor more than sixty (60) days before the expiry of the then current agreement.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #93-02

### **Re: Extended Shifts Ten (10) and Twelve (12) Hours – Social Services**

Notwithstanding the Hours of Work provisions of the Collective Agreement, the parties agree that the following terms and conditions apply to employees whom both parties have agreed may work on Extended Shift schedule(s).

#### **Extended Shifts Twelve (12) hours**

1. The parties agree to implement a modified shift schedule to allow for a workday of twelve (12) hours.
2. The Extended Shift Schedule is designed to reduce the number of actual working days in a nine (9) week period, to provide employees with no less than two (2) consecutive days off and to provide the same number of weekends off as weekends scheduled to work during the shift schedule.
3. Hours of Work

The normal hours of work shall be twelve (12) hours per day, starting times subject to local negotiations.

Shifts shall be inclusive of rest periods and meal periods totaling seventy-five (75) minutes per shift, or as per the following:

Day shift:	2 - 15 minute rest period
	2 - 30 minute meal periods
Night shift:	2 - 15 minute rest period
	1 - 30 minute meal period

Each nine (9) week period shall not exceed three hundred and thirty-six (336) hours of work. Employees shall not work more than four (4) consecutive twelve (12) hour shifts.

4. Time worked in excess of normal hours of work as defined in the extended shift schedule shall be paid in accordance with Article 15 of the Collective Agreement.
5. A shift premium shall be paid to employees in accordance with Article 16.
6. Statutory Holidays

Statutory holidays falling on an employee's regularly assigned day of rest and where they do not work on such a day of rest, they shall be granted an additional day off. Such day off shall be arranged by mutual agreement.

.../2

Statutory holidays falling on an employee's scheduled day of work shall entitle the employee, in addition to their regular wage rate, one and one-half (1 1/2) times their regular pay for each hour worked on the statutory holiday in accordance with Article 17.07, unless the appropriate time off at such premium rate is granted in lieu of the hours worked. The time off in lieu of work on a statutory holiday shall be one and one-half (1 ½) times the actual hours worked and shall be scheduled by mutual agreement, in accordance with Article 15.04.

**7. Annual Vacation**

For the administration of Article 18, the following shall apply:

1 1/4 days	=	10 hours/month	
fifteen days		120 hours/year	10 shifts
1 2/3 days	=	13 1/3 hours/month	
twenty days		160 hours/year	13 shifts + 4 hours
2 1/12 days	=	16 2/3 hours/month	
twenty-five days		200 hours/year	16 shifts + 8 hours
2 1/2 days	=	20 hours/month	
thirty days		240 hours/year	20 shifts

Vacation usage shall be charged on the basis of one (1) hour for each hour scheduled to work under the extended shift schedule.

**8. Sick Leave**

Sick leave, Article 19, shall be administered on the following basis:

For the purposes of crediting, earning and present accumulation of sick leave, sick leave credits shall be converted to hours on the basis of one (1) day equals eight (8) hours.

**9. Workers' Compensation**

An employee working the extended shift schedule shall be paid as if they had worked that shift.

**10. Intent**

The parties are agreed that the implementation of the extended shift schedule will result in no increase to the operational costs of the employer and no decrease in the wages and benefits of the employees.

.../3

**Extended Shifts Ten (10) Hours**

Notwithstanding the Hours of Work provisions of the Collective Agreement, the parties agree that the following terms and conditions apply to employees whom both parties have agreed may work on Extended Shift schedule(s).

1. The parties agree to implement a modified shift schedule to allow for a workday of ten (10) hours.
2. The Extended Shift Schedule is designed to reduce the number of actual work days in a fifteen (15) week period, to provide employees with no less than two (2) consecutive days off and to provide, where ever possible, the same number of weekends off as weekends scheduled to work during the shift schedule.
3. Hours of Work

The normal hours of work shall be ten (10) hours per day, starting times subject to local negotiations.

Shifts shall be inclusive of rest periods and meal periods totaling sixty five (65) minutes per shift, or as per the following:

- 2 - 20 minute rest periods
- 1 - 25 minute meal period

Each fifteen (15) week period shall not exceed five hundred and sixty (560) hours of work. Employees shall not work more than four (4) consecutive ten (10) hour shifts.

4. Time worked in excess of normal hours of work as defined in the extended shift schedule shall be paid in accordance with Article 15 of the Collective Agreement.
5. A shift premium shall be paid to employees in accordance with Article 16.
6. Statutory Holidays

Statutory holidays falling on an employee's regularly assigned day of rest and where they do not work on such a day of rest, they shall be granted an additional day off. Such day off shall be arranged by mutual agreement.

.../4

Statutory holidays falling on an employee's scheduled day of work shall entitle the employee, in addition to their regular wage rate, one and one-half (1 1/2) times their regular pay for each hour worked on the statutory holiday, unless the appropriate time off at such premium rate is granted in lieu of the hours worked. The time off in lieu of work on a statutory holiday shall be one and one-half (1 1/2) times the actual hours worked and shall be scheduled by mutual agreement, in accordance with Article 15.04.

**7. Annual Vacation**

For the administration of Article 18, the following shall apply:

1 1/4 days	=	10 hours/month	
Fifteen days		120 hours/year	12 shifts
1 2/3 days	=	13 1/3 hours/month	
twenty days		160 hours/year	16 shifts
2 1/12 days	=	16 2/3 hours/month	
twenty-five days		200 hours/year	20 shifts
2 1/2 days	=	20 hours/month	
thirty days		240 hours/year	24 shifts

Vacation usage shall be charged on the basis of one (1) hour for each hour scheduled to work under the extended shift schedule.

**8. Sick Leave**

Sick leave, Article 19, shall be administered on the following basis:

For the purposes of crediting, earning and present accumulation of sick leave, sick leave credits shall be converted to hours on the basis of one (1) day equals eight (8) hours.

**9. Workers' Compensation**

An employee working the extended shift schedule shall be paid as if they had worked that shift.

.../5

10. Intent

The parties are agreed that the implementation of the extended shift schedule will result in no increase to the operational costs of the employer and no decrease in the wages and benefits of the employees.

This letter shall be in force and in effect from and after October 1, 2021 up to and including September 30, 2022 and from year to year thereafter, unless notification of desire to amend, or terminate be given in writing not less than sixty (60) days in advance

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #97-04

Revised June 27, 2007

### **Re: Camp Thunderbird and Camp Buffalo Workers**

This letter of understanding is entered into between the parties to address the hours of work for employees at Camp Thunderbird and Camp Buffalo, a camp for clients of the Community Living Service Delivery during the months of May, June, July and August of each year. The camp is in operation from Monday morning to Friday afternoon of each week, with the exception of one week every three weeks when the camp is in operation from Tuesday to Friday.

It is agreed that all camp staff shall be hired as full-time term employees, and will be subject to the provisions of Article 20.06, of the Union-Management Collective Agreement.

Camp Counselors (04HGA) shall be shift workers. Their daily hours shall consist of a mix of four, six, eight and twelve hour shifts, with a minimum of 12 hours off between shifts.

The Camp Cook (06GCK) and Cooks Helper (01GIK) at Camp Thunderbird shall be shift workers and work a mix of four, eight and twelve hour shifts, with a minimum of twelve hours off between shifts.

The Therapist 1 at Camp Thunderbird will work field hours, and will receive camp differential when temporarily performing higher duties (TPHD) on a cumulative basis to the Camp Director position.

It is agreed the application of four hour shifts applies to Camp Thunderbird and Camp Buffalo operations and does not set any precedent for the application of a four hour shift in any part of Valley View Centre or Outreach and Prevention Services.

Should any Camp Counselor, Camp Cook 2 or Cook's Helper work more than 112 hours in the three week averaging period, overtime will be paid in accordance with the agreement. All other benefits contained in the Union-Management Agreement for shift workers shall apply (e.g. Shift differential).

For the duration of the summer the Camp Director shall work field hours and shall be eligible for Camp differential in accordance with Article 22.07, of the Union-Management Collective Agreement.


Notwithstanding Article 22.10 b) iii), employees assigned to TPHD to the Camp Director position, shall be eligible for TPHD payment after accumulating six (6) hours acting in such position and all hours acting in such position thereafter.

All Camp staff will be provided with free lodging and sustenance during the camps operation.

.../2

This letter shall be in force and in effect from and after October 1, 2021 up to and including September 30, 2022 and from year to year thereafter unless notification of desire to amend or terminate be given in writing not less than sixty (60) days in advance.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #98-01


### Re: Changes to Position Requirements

Management is committed to informing the union of any substantial changes within the workplace.

When as a result of changes in the workplace due to reorganization, reassignment of duties or changes to the work itself, the knowledge skills or ability requirements of any position are changed, management will enter into discussion with the union regarding these changes prior to posting any vacancies.

This letter shall be in force and in effect from and after October 1, 2021 up to and including September 30, 2022 and from year to year thereafter unless notification of desire to amend or terminate be given in writing not less than thirty (30) days nor more than sixty (60) days before the expiry of the then current agreement.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #00-01

### Re: In-hiring Salary Rates for Nurse 1 (09HWN) and LPN (08HLP)

In accordance with Article 22.02 a) of the PSC/CUPE 600 Union Management Agreement, the parties to this Letter of Understanding agree to the following:

Nurse 1/09HWN's and Licensed Practical Nurse /08HLP's (Permanent Full-time, Permanent Part-time, Term & Relief) hired on or after the date of signing of this agreement, will be placed in the appropriate salary range based on the following criteria:

Previous Nursing Experience	Placement	Salary
Less than 6 Months	Rate 1	Range Minimum
6 Months to 1 Year	Rate 2	Range Minimum x 1.04
Greater than 1 year but less than 2 years	Rate 3	Rate 2 x 1.04
2 years but less than 3 years	Rate 4	Rate 3 x 1.04
3 years but less than 4 years	Rate 5	Rate 4 x 1.04
4 years or greater	Rate 6	Range Maximum

"Previous Nursing Experience" is defined as any nursing experience during the last five (5) calendar years, where professional nursing qualifications were mandatory. The above time categories are prorated for less than full-time work, based on 1941 hours/year.

This letter shall be in force and in effect from the date of signing, up to and including September 30, 2022 and from year to year thereafter unless notification of desire to amend or terminate be given in writing not less than thirty (30) days nor more than sixty (60) days before the expiry of the then current agreement.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Saman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #09-02

Original date July 29, 2009

### **Re: Implementation of Criminal Record Check Policy for CUPE 600**

The parties agree that the employer's current Criminal Record Check Policy will be applicable to CUPE Local 600 effective July 29, 2009 with the following modifications:

- Incumbents in CRC designated positions will be required to submit a satisfactory CRC by February 20, 2012.
- Current employees applying to CRC designated positions will not be required to pay for a CRC. (Note: Employees would pay the appropriate policy agency for their CRC and then apply for reimbursement from the employer.)
- Current employees who have obtained a criminal records check prior to the signing of this letter will be reimbursed.
- In the event a CRC is unavailable in a timely fashion for current employees appointed to a position, the appointment may proceed in consultation with the PSC CRC Coordinator conditional on submission of a satisfactory CRC. Time limits for probationary periods and reversion to former positions will be adjusted accordingly.
- In the event an employee is unable to provide a satisfactory CRC, the employer will meet with the local to explore opportunities for continued employment including but not limited to, positions outside of the bargaining unit.

This letter shall be in force and effect from and after October 1, 2021 up to and including September 30, 2022 and from year to year thereafter, unless notification of desire to amend, or terminate be given in writing not less than thirty (30) days, nor more than sixty (60) days, before the expiry of the then current agreement.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #09-04

Revised date May 20, 2010

### Re: Extended Health Care Plan

This Letter of Understanding is supplemental to Articles in the PSC/CUPE 600 Collective Agreement. The parties agree to the following:

1. The plan will be the Extended Health Care Plan established in accordance with the PSC/SGEU Collective Agreement and Letter of Understanding #2009-9, between the Public Service Commission and the Saskatchewan Government and General Employees' Union.
2. The Joint Board of Trustees, will be the Joint Board of Trustees created under the PSC/SGEU Collective Agreement with the addition of two (2) union members and two (2) employer representatives appointed by the parties to develop and administer the Plan within the financial resources allocated to the Plan.
3. The Plan consists of the benefits provided for in the Policy of Insurance provided by the selected carrier to the Minister of Finance, as amended from time to time at the direction of the Joint Board of Trustees. The Plan shall be designated by the Lieutenant Governor in Council as a benefit plan to be administered by the Public Employees' Benefits Agency pursuant to *The Financial Administration Act, 1993*.
4. The Public Employees' Benefits Agency shall establish a fund pursuant to *The Financial Administration Act, 1993* for the purpose of providing the benefits under the Plan. The Joint Board of Trustees shall be responsible for the management and investment of the Fund. The Fund shall consist of the amounts paid into the fund pursuant to Paragraphs 5 and 6 and any other funding provisions that may be negotiated from time to time (as well as any short term funding arrangements as may be deemed necessary by the trustees from time to time) of this Letter Understanding less the amounts paid to provide benefits and to pay the costs of administration of the Plan. The amounts paid into the Fund pursuant to Paragraph 6 shall be accounted for separately within the fund as the Plan Surplus and may not be used to provide benefits pursuant to the Plan without the approval of the Joint Board of Trustees.
5. The employer will contribute, as identified in the Collective Agreement, a percentage of straight time annual payroll to the fund on a monthly basis for payment of premiums of eligible employees.
6. The employer will contribute to the Benefit Plan Surplus fund on a monthly basis as identified in the Collective Agreement.

.../2

7. Audited statements will be provided annually by the Public Employees' Benefits Agency to the Joint Board of Trustees.

This letter shall be in force and in effect from year to year unless notification of desire to amend or terminate be given in writing not less than thirty (30) days, nor more than sixty (60) days, before the expiry of the then current Collective Agreement.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #09-05

Revised date April 16, 2010

### Re: Extended Health Care Plan for Retired Employees

The parties hereby agree that:

1. The Joint Board of Trustees identified in the Collective Agreement will also be responsible to develop and administer a separate Extended Health Care Plan for Retired Employees.
2. The Extended Health Care Plan for Retired Employees shall be made available on a voluntary basis to employees of the bargaining unit who meet the Definition of Retiree in 3. below.
3. Definition of Retiree- A bargaining unit employee, and/or surviving spouse, who on or after October 1, 2000:
  - a) ceases to be employed in the bargaining unit;
  - b) is age fifty (50) or more;
  - c) if ceasing to be employed on or after January 1, 2002, has a minimum of eight (8) years of service with the Executive Government of Saskatchewan;
  - d) is in receipt of, or eligible to receive, a pension or deferred pension from the Saskatchewan Pension Annuity Fund or the Public Service Superannuation Fund;
  - e) was enrolled and participating in the Extended Health Plan for employees at the time of termination/retirement; and
  - f) was not terminated for cause.
4. Notwithstanding the Collective Agreement, all Public Employees' Benefits Agency administrative costs of the Retiree Extended Health Plan shall be charged to the Benefit Plans' Surplus Fund identified in the Collective Agreement.
5. The Joint Board of Trustees shall;
  - a) ensure that all premium costs of the Extended Health Care Plan for Retired Employees are born directly by retirees;
  - b) to the extent possible, ensure that conversion from the employees' plan to the retirees' plan can occur without exclusion due to previously existing medical conditions;
  - c) to the extent legally possible, structure the Extended Health Care Plan for Retired Employees as a non-taxable benefit;
  - d) endeavour to operate the Extended Health Care Plan for Retired Employees in a manner which will minimize administrative costs;
  - e) provide a report to the parties with respect to the plan operation and funding levels three months prior to the expiry of each Collective Agreement;

.../2

- f) in conjunction with the insurance carrier, develop a time limited (ie. one time) enrolment process for those meeting the Definition of Retiree as in 3 above, October 1, 2000 to commencement of the Extended Health Care Plan for Retired Employees. Benefits of the plan shall be available subject to the terms of the plan, timely enrolment and continuing receipt of required premiums from the retiree;
- g) in conjunction with the insurance carrier, develop an ongoing time limited (ie. one time) enrolment process for those meeting the Definition of Retiree in 3 above from the commencement of the Extended Health Care Plan for Retired Employees forward. Benefits of the plan shall be subject to the terms of the plan, timely enrolment and continuing receipt of required premiums from the retiree.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #10-01

Original date April 6, 2010

### Re: Process for Addressing Harassment Complaints in the Workplace

The parties agree that effective the date of signing of this letter the process outlined in the employer's Anti-Harassment Policy, PS 807 will apply to complaints from or involving CUPE 600 members with the following modifications and clarification:

- Step 11 and the Harassment Complaint form for CUPE employees is amended such that when an employee signs the form, they consent to providing a copy of the complaint and the investigator's report to CUPE.
- At Step 17 the Harassment Prevention Coordinator will ensure an initial assessment is conducted. This may consist of or result in an internal investigation.
- Step 27 is amended to provide CUPE employees seven working days to request a review of the investigation for thoroughness.
- When it is determined an external investigation is required for the purposes of Step 24, the parties agree to the following list of investigators:

Sheila Denysiuk  
Alma Wiebe  
Laurie Adrian-Rude  
Anne Wallace

Dawn McBride  
Ralph Ermel  
Bill Rafoss

Other investigators may be used by mutual agreement of the parties.

This letter shall be in force and effect from October 1, 2021 to September 30, 2022 and from year to year thereafter. Either party may, not less than sixty (60) days, nor more than one hundred and twenty (120) days before the expiry date hereof, give notice to the other party to amend or terminate this letter.

Notwithstanding the above, the parties may mutually agree to amend or terminate this letter after September 30, 2016.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

**LETTER OF UNDERSTANDING #10-03**

**Re: Shift Exchanges – Valley View and Outreach and Prevention Services**

Employees exchanging shifts between themselves, which results in deviation from the posted schedule, shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change. Such exchanges shall be subject to the approval of the employer.

This letter shall be effective October 1, 2015 and will remain in force from year to year thereafter unless either party provides thirty (30) calendar days notice to amend or terminate this letter of understanding.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #2012-03

### Re: Summer Student Schedule

- a) For employees that are identified as Summer Students and hired to work eight (8) hour shifts, their average period will be one hundred and twelve (112) hours in a three (3) week period.
- b) For employees that are identified as Summer Students and hired to work ten (10) hour shifts, their averaging period will be five hundred and sixty (560) hours in a fifteen (15) week period.
- c) For employees that are identified as Summer Students and hired to work twelve (12) hour shifts, their averaging period will be three hundred and thirty-six (336) hours in a nine (9) week period.
- d) The overtime threshold for the averaging period of Summer Students who are not scheduled to work the designated holiday will not be reduced.
- e) For employees that are identified as Summer Students and hired to work Field Hours, this Letter of Understanding does not apply.
- f) For students who are working part-time hours, this Letter of Understanding does not apply.

This letter shall be in force and effect from year to year unless notification of desire to amend or terminate be given in writing not less than thirty (30) days, nor more than sixty (60) days, before the expiry of the then current Collective Agreement.

Agreed on behalf of the  
Government of Saskatchewan;

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Serman, Local 600  
(Chair)

**LETTER OF UNDERSTANDING #2014-01**

**Re: Hours of Work Article 13**

<b>CATEGORY</b>	<b>START - STOP TIMES</b>	<b>LUNCH PERIOD</b>
<b>SHIFT EMPLOYEES 37 1/3 - Article 13.02 c)</b>		
<b>Resident Care</b>		
Nurse 3 – 10HWN	8:00 am - 4:00 pm	20 min paid
	9:00 am - 5:00 pm	20 min paid
Nurse 1 – 09HWN	7:00 am - 3:00 pm	20 min paid
LPN – 08HLP	3:00 pm - 11:00 pm	20 min paid
GAA – 04HGA	11:00 pm - 7:00 am	20 min paid
	1:30 pm - 9:30 pm	20 min paid
	7:00 am - 7:00 pm	2 - 30 min paid
	7:00 pm - 7:00 am	30 min paid
	9:00 am - 9:00 pm	2 - 30 min paid
<b>Food Services</b>		
Cook 1 – 04GCK	6:00 am - 2:00 pm	20 min paid
	7:00 am - 3:00 pm	20 min paid
	11:00 am - 7:00 pm	20 min paid
Cook 3 – 07GCK	6:30 am - 2:30 pm	20 min paid
	1:00 pm - 9:00 pm	20 min paid
ISW 1 – 01GIK	1:00 pm - 9:00 pm	20 min paid
	6:30 am - 2:30 pm	20 min paid
	11:00 am - 7:00 pm	20 min paid
ISW 2 – 01GKI	7:00 am - 3:00 pm	20 min paid
Sales Clerk – 02FSC	8:30 am - 6:30 pm	1 - 25 min paid
<b>SHIFT EMPLOYEES 37 1/3 - Article 13.02 c)</b>		
<b>LAUNDRY</b>		
LW 1 – 02GIL	7:00 am - 3:00 pm	20 min paid
	7:00 am - 5:00 pm	1 - 25 min paid
LW 2 – 02GLL	7:00 am - 3:00 pm	20 min paid
LW2 – 02GLL –	7:00 am - 5:00 pm	1 - 25 min paid
LW – 02GLW		
ISW 2 – 02GIC	1:00 pm - 9:00 pm	20 min paid
<b>HOUSEKEEPING</b>		
Housekeeper (shift) 02GIC	7:00 am - 3:00 pm	20 min paid
Garbage Pickup (shift) 02GIC	7:00 am - 3:00 pm	20 min paid
<b>PROGRAM SERVICES</b>		
Therapist 1 – 05 HRW	9:00 am - 5:00 pm	20 min paid
Therapist 1 – 05HOW – OTA/PTA	1:00 pm - 9:00 pm	20 min paid
	3:00 pm - 11:00 pm	20 min paid
<b>OCCUPATIONAL &amp; PHYSICAL THERAPIES</b>		
Therapist 2 –	Shifts for individuals will have a permanent start time, commencing between 8:00 am and 9:00 am, as agreed to between the parties. A 20 minute paid lunch period is provided.	
06HOT		
06HPT		
09HMT		
06HOW	8:30 am – 4:30 pm	20 min paid
	9:00 am – 5:00 pm	20 min paid

.../2

**CATEGORY  
OUTREACH AND PREVENTION  
SERVICES**

**START - STOP TIMES      LUNCH PERIOD**

CRW 06HGA	7:00 am - 3:00 pm	20 min paid
	3:00 pm - 11:00 pm	20 min paid
	11:00 pm - 7:00 am	20 min paid
Residential Supervisor 10HGA	9:00 am – 5:00 pm	20 min paid
	1:00 pm – 9:00 pm	
<b>Valley View Centre (CLSD)</b>		
Scheduler/Timekeeper	5:30 am - 1:30 pm	20 min paid
	9:00 am - 5:00 pm	20 min paid
<b>04PDP</b>	3:30 pm – 11:30 pm	20 min paid

**FIELD EMPLOYEES 37 1/3 - Article 13.02 d)**

Community Services Workers – 08HPS	*Summer Student Behavioural Worker – 02HBW
Program Development Consultants – 08HTC	*Outreach Worker – 06HTW
Crisis Support Specialist – 10HTC	*Community Intervention Worker – 08HIT
Regional Supervisors – 10HPS	*Crisis Support Therapist – 08HTC
Therapist 3 – 11HPT	*Coordinator of Cognitive Disability – 08HPC
– 11HBT	
– 10HBT	
– 11HOT	
– 09HRT	

Staff is entitled to a minimum 30 minute unpaid lunch period.

**OFFICE EMPLOYEES 36 - Article 13.02 a)**

Clerical Staff – UNIT “U”	Shifts for individuals will have a permanent start time, commencing between 7:30 am and 8:30 am, as agreed to between the parties. An unpaid lunch period will be no less than 30 minutes and no more than 60 minutes, and will be subject to operational needs, as identified by management.
Lab Technician/CLXT	
Stock Clerks	
Storekeepers	

**REGULAR DAY EMPLOYEES 37 1/3 - Article 13.02 B)**

Home Housekeeper	6:30 am - 3:00 pm	30 min unpaid
Common Area Housekeeper	6:30 am - 3:00 pm	30 min unpaid
Garbage Pick-up	6:30 am - 3:00 pm	30 min unpaid
Sewing Room	7:30 am - 4:00 pm	30 min unpaid
Medical Equip Tech	7:30 am - 4:00 pm	30 min unpaid
Upholsterer	7:30 am - 4:00 pm	30 min unpaid
Driver 02GTD	7:00 am - 3:30 pm	30 min unpaid
Therapist 1 – 05HOW	Regular hours of work will be eight (8) hours per day. Shifts for individuals will have a permanent start time, commencing between 8:00 am and 9:00 am, as agreed to between the parties. Staff is entitled to a 30 minute unpaid lunch period.	
– 05HPW		

.../3

CATEGORY	START - STOP TIMES	LUNCH PERIOD
<b>TRADE EMPLOYEES</b>		
<b>CS – VALLEY VIEW CENTRE – Unit “A”</b>		
01GIM 0 Maintenance Worker/Student	7:30 am - 4:00 pm	30 min unpaid
03GHM 0 Equipment Operator		
04TPP 0 Power Plant Engineer		
05TPP 0 Power Plant Engineer		
05TTH 0 Trades Helper		
06GIM 0 Maintenance Worker		
07TJI 0 Journeyperson Painter		
07TPP 0 Power Plant Engineer		
08TJC 0 Journeyperson Carpenter		
08TJE 0 Journeyperson Electrician		
08TJP 0 Journeyperson Plumber		
09TJA 0 Journeyperson Mechanic		
09TJB 0 Journeyperson Bricklayer/Plasterer		
09TJM 0 Supervisory Journeyperson		
10TJM 0 Supervisory Journeyperson		
Trades – 06TPP	7:00 am - 7:00 pm 7:00 pm - 7:00 am	2 - 30 minute paid lunch periods are provided

This letter shall be effective from March 27, 2014 and remain in force and effect unless notification of desire to amend or terminate be given in writing not less than thirty (30) days, nor more than sixty (60) days, before the expiry of the then current collective agreement.

Agreed on behalf of the Government of Saskatchewan:

  
 Kelly Hardy  
 Public Service Commission  
 (Chief Spokesperson)

Agreed on behalf of CUPE Local 600:

  
 Nancy Seman, local 600  
 (Chair)

## LETTER OF UNDERSTANDING #2016-01

### Re: Employment Security

Employment security for permanent employees as follows:

1. Effective May 1, 2016, for permanent employees directly impacted by the closure of Valley View Centre and Saskatchewan Hospital North Battleford: Prior to any job abolishment, the Ministry will provide the employee with notice of position impact and seek to place the employee in another position within the same level and geographic location for which the employee is deemed to be qualified. If an existing vacant position in the same local that is not occupied by a term employee is found, the employee may request to transfer into the position. If a placement isn't available, or the employee chooses not to transfer into the position, the employee will be provided with notice of layoff and will have the right to access options upon Position Abolishment in Article 10, Lay-Off.
2. If the employee's position is abolished or an employee is bumped and the employee chooses to bump, but there is ultimately no bump option available in the bargaining unit, the employee will be provided with the following exit assistance:
  - a) Three months' salary continuance beyond the position abolishment date.
  - b) Within the three month salary continuance period, the employee may choose:
    - i) Resignation with severance as per Article 11, Severance Pay, plus a maximum of \$10,000 for outplacement and training (tuition) assistance (\$1,000 for every year of service to a maximum of \$10,000)

OR

- ii) Resignation or retirement as per Article 11, Severance Pay, plus a maximum of \$10,000 enhanced severance (\$1,000 for every year of service to a maximum of \$10,000)

The above exit assistance provisions are in lieu of the career assistance provisions in Article 12, Career Options (not in addition to Article 12).

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #2016-02


### Re: Student Employment for positions in Community Services Unit

It is recognized that utilization of Student Programs can be a valuable component of a recruitment and retention strategy.

1. The Parties agree that the following provisions will apply to the employment of students hired through the Summer Student Program, Co-op Student Program(s), Internship Student Programs as well as students hired to term positions.
  - a) The duration of employment for students hired through the Summer Student Program shall not exceed twelve (12) months.
    - i) In order to retain a student beyond the above duration a rehire must be completed through the program or they must be hired through another mechanism below.
  - b) The duration of employment for students hired under the Co-op Student Program shall not exceed sixteen (16) months.
  - c) The duration of employment for students hired under an Internship Student Program shall not exceed sixteen (16) months.
  - d) The duration of employment for students hired into a term position (full or part time) following a period of employment in any of the above programs will be twelve (12) months unless otherwise agreed to by the parties.
  - e) There shall be no layoffs or reduction in work effected by the Employer within a work unit (Permanent Part-Time), during the period of time a student is employed in that work unit. Student work placements shall not affect the hiring practices of permanent employees.
2. Positions staffed with students are not subject to the provisions of Article 9 – Promotion, Vacancies, Transfers and Staff Changes.
3. Students will be subject to Articles 4.01, 4.02 and 4.03. Seniority will accrue throughout the tenure of student employment. Students with seniority are considered in-service candidates when applying to in-scope competitions within the bargaining unit.
4. CUPE Local 600 shall be notified at least thirty (30) calendar days in advance of any student work placement occurring. The notification will include the following as applicable:
  - Duration of the placement
  - Work area where the participant will be placed
  - Sponsoring institution
  - Purpose of the placement
  - Title of the position in which the student is placed.

5. This letter shall remain in full force and effect unless written notice is given by either party to amend or terminate the agreement not less than thirty (30) days, nor more than sixty (60) days before the expiry of the then current agreement.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #2016-03

**Re: Voluntary Resignation or Retirement  
Valley View Centre and Central Services Saskatchewan Hospital North  
Battleford**

Effective July 1, 2016

The parties agree to the following:

1. Notwithstanding Article 10, prior to or upon notification of abolition of one or more positions, the employees working in the classification(s) of the affected position(s) within the Local shall be given the option to voluntarily resign or retire and access the provisions under Article 2 of LOU #2016-01 Re: Employment Security.

### Application

2. The Employer will determine which level(s) and classification(s) will be affected and the potential timing.
3. The Employer will ensure that the employees in those levels and classifications have been provided with information about their option to voluntarily resign or retire.
4. Following a call for interest by Management, Employees will be required to submit their interest in voluntary resignation or retirement in writing within five (5) calendar days of the call.
5. Management will then meet with the most senior employees who have submitted their intent in writing. If some or all of these employees decide not to proceed, management will continue to meet with the next most senior employees until the required number of employees have been identified.
6. The employees will respond to management in writing indicating their intent to resign or retire within five (5) calendar days of their meeting with management.
7. The option to resign or retire will be offered to employees in writing.
8. Employees who choose to voluntarily resign or retire shall have access to the following provisions of Article 2 of the LOU #2016-01 Re: Employment Security as follows:
  - Three months' salary continuance beyond the position abolishment date.

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Within the three month salary continuance period, the employee may choose:

- i) Resignation with severance as per Article 11, Severance Pay, plus a maximum of \$10,000 for outplacement and training (tuition) assistance (\$1,000 for every year of service to a maximum of \$10,000)  
OR
- ii) Resignation or retirement as per Article 11, Severance Pay, plus a maximum of \$10,000 enhanced severance (\$1,000 for every year of service to a maximum of \$10,000)

The above exit assistance provisions are in lieu of the career assistance provisions in Article 12, Career Options (not in addition to Article 12).

Eligibility

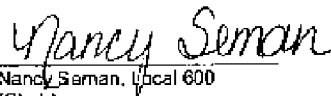
1. The following are eligible to be considered for the above seniority based voluntary resignation or retirement:
  - Permanent employees (full-time and part-time) of Social Services in the Operational Services, and Resident Services Departments at Valley View Centre;
  - Permanent employees (full-time and part-time) of Central Services at Valley View Centre and the Saskatchewan Hospital North Battleford;
  - Above employees must be directly impacted by the closures of Valley View Centre and the Saskatchewan Hospital North Battleford

Employees who decline the option above will remain eligible to exercise this option in future offerings.

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #2016-04

### Re: Resident Care Schedules

The parties agree as follows:

#### 1. Nurse Schedules

Effective September 26, 2016, a float pool for the occupation of Nurse (09HWN) and Licensed Practical Nurse (08HLP) will be established with the following terms and conditions:

- Resident Care Nurses shall not be assigned to a specific home but shall be part of a float pool of nursing staff.
- To meet the professional care coverage of Valley View Centre, Nursing coverage will be scheduled on an 8 hour rotoplan.
- The following start and stop times shall apply:  
  
7:00 a.m. – 3:00 p.m.  
3:00 p.m. – 11:00 p.m.  
11:00 p.m. – 7:00 a.m.
- The parties may vary the start and stop times by mutual agreement.
- Nurses currently scheduled on extended 12 hour rotoplans will continue on these shifts until September 26, 2016.

#### 2. Group Activity Aides (04HGA) Schedules

- The current use of extended shifts, for Group Activities Aides (04HGA) on the current homes will be retained until such time as there are 12 or less residents in a home. At that time if the home is staffed with 12 hour shifts, the shifts for that home will change to an 8 hour rotoplan.

3. In an effort to provide one weekend off in three, Valley View Management and the Union agree to meet to discuss a mutually agreed upon rotoplan. The rotoplan will meet operational requirements. Mutual agreement may include but is not limited to placement of EDOs, weekends off and length of shifts, number of consecutive shifts and use of part time and relief staff. The parties may agree at the local level to waive any provisions of the Collective Agreement to build better flexibility into shift arrangements. Any schedules agreed are subject to the provisions of this LOU.

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4. Resident counts shall be reviewed on an ongoing basis. As a result of such review, either party may serve written notice to terminate or amend the schedules in this LOU at least sixty (60) calendar days in advance. The schedules shall remain in effect until a new shift arrangement is agreed upon. In the event that no agreement is reached within the aforementioned sixty (60) calendar days (or such longer period as may be mutually agreed between the parties), the Employer will implement a new schedule under Article 13.02 c) or 16.01 a) ii).

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

## LETTER OF UNDERSTANDING #2016-05

### **Re: Scheduling of Relief Employees Outreach and Prevention Services**

Notwithstanding Definition (g)(ii)(b) Relief of the Collective Agreement, a relief employee may be assigned to provide short-term relief of full-time, part-time or term employees and may also be scheduled shifts as operationally required not necessitated by replacing an employee who is absent.

A relief employee is eligible to work up to full-time regular hours. Relief employees when replacing full-time, part-time or term employees will work the hours of the employee being replaced.

A relief employee may be scheduled up to no more than three (3) months in advance subject to an availability calendar completed by the employee. This availability calendar shall be updated as determined by the employee. By the 15<sup>th</sup> of the month, the employee shall submit their next monthly calendar to ensure that there are three (3) months of rolling calendar available. In the event that an employee does not submit their calendar by the 15<sup>th</sup>, the employee shall be deemed as available until their calendar is submitted.

Relief work that becomes available within 72 hours' notice shall be offered to relief employees in order of seniority. Relief work that becomes available outside of 72 hours' notice shall be assigned to employees in order of seniority based on their availability.

At least eight (8) hours of rest shall be provided when offering relief work inside of 72 hours' notice. No two shifts will be scheduled to start or stop on the same calendar day (with the exception of night shifts) unless mutually agreed otherwise at the local level.

Requests for time off shall either be approved or denied within seventy-two (72) hours of the date the request was submitted to scheduling by the employee. This shall not preclude employees from requesting time off on short notice. If the date requested is greater than three (3) months away, notice shall be given within seventy-two (72) hours once the scheduling window to backfill becomes available.

The Employer shall notify the Employee as soon as possible when shifts are assigned.

This LOU shall be reviewed on an ongoing basis. As a result of such review, the above provisions may be amended by mutual agreement of the parties.

This Letter of Understanding shall be effective the first of the month following the ratification of the Collective Agreement by the parties. This letter shall remain in full force and effect unless written notice is given by either party to amend or terminate the agreement not less than thirty (30) days, nor more than sixty (60) days before the expiry of the then current agreement.

.../2

Agreed on behalf of the  
Government of Saskatchewan:

  
Kelly Hardy  
Public Service Commission  
(Chief Spokesperson)

Agreed on behalf of  
CUPE Local 600:

  
Nancy Seman, Local 600  
(Chair)

**Re: Job Evaluation Maintenance Procedures**

**JOB EVALUATION  
MAINTENANCE PROCEDURES**

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Article 2 Principles and Policies

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Article 4 The Joint Job Evaluation Committee (JJEC)

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Article 6 Job Analysis Procedures and Ratings for New and/or Changed Jobs

Article 7 Maintaining the Job Evaluation Program

Article 8 Settlement of Disagreements

Article 9 Applying the Rating to the Salary Ranges

Article 10 Conclusion and Implementation

Appendix A Request for Review Form

Appendix B Job Evaluation Decision Form

Appendix C Job Evaluation Appeal Form

Appendix D Joint Union-Management Appeal Panel – Appeal Hearing Process

**ARTICLE 1 – PURPOSE – EQUAL PAY FOR WORK OF EQUAL VALUE**

1. The parties agree to maintain a single gender neutral joint job evaluation plan to achieve equal pay for work of equal value for all jobs within the scope of the Government of Saskatchewan/CUPE 600 Collective Agreement, in accordance with the general objectives and principles set out in this agreement between CUPE Local 600 and the Public Service Commission (PSC) of Saskatchewan, which includes these four main factors and their respective subfactors:

<b>FACTORS</b>	<b>SUBFACTORS</b>
Skill	Knowledge Experience Problem Solving Interaction
Effort	Mental Effort Physical Activity Dexterity
Responsibility	Responsibility for People and Assets Supervision of Others
Working Conditions	Disagreeable Conditions

**ARTICLE 2 – PRINCIPLES AND POLICIES**

**2.1 Principles**

1. To evaluate jobs, not people, nor performance.
2. Subfactors are generic, capable of measuring all aspects of work, do not measure occupation-specific aspects of work, and are applied to all jobs in the bargaining unit.
3. Degree level definitions in the subfactors measure significant differences in work.
4. Benchmarks demonstrate occupation-specific aspects of work including traditionally undervalued characteristics.
5. Persons evaluating jobs shall be trained in bias awareness, proper and consistent application of the plan, and not have vested interests in the outcome.
6. Job evaluation subfactors and benchmarks will be available through the Public Service Commission, Human Resource Branch, local CUPE Office, Community Living Division (CLD) Central Office, Valley View Centre (VVC) Library and CLD Regional Offices.
7. Appeal mechanisms shall exist to examine, substantiate, authenticate and adjudicate decisions and shall function in a manner that maintains the integrity of the job evaluation plan through disclosure of rationale.
8. In the application of the new classification plan, there is no discrimination in pay where a pay difference is the result of:
  - a) A temporary training, or developmental assignment, which is equally available to male and female employees and leads to career advancement for those involved in the program, or assignment.

- b) Any personnel practice where a job is downgraded and the incumbent retains a rate above maximum of the newly assigned range.
- c) A skills shortage that is causing inflation in pay for an occupation because the employer is encountering difficulties in recruiting and/or retaining employees with the requisite skills.
- d) Changes in job assignments.

## 2.2 Policies

1. Subfactors:
  - a) The Notes to Raters are to be applied when evaluating jobs.
  - b) Rating decisions established in violation of Notes to Raters are considered to be in error and shall be re-evaluated.
  - c) Errors in application of factors are not precedent setting.
  - d) Only the JJEC shall be authorized to assign the rating of any job within the plan and have it forwarded to the PSC.
2. Benchmarks:
  - a) The ratings and content of benchmarks cannot be changed or adjusted except by the Joint Job Evaluation Committee.
  - b) These benchmarks are the only allowable position comparisons for ratings and for appeal hearings.

## ARTICLE 3 – DEFINITIONS

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

<b>Benchmark</b>	“Sample Jobs” which represent a selection of jobs chosen from the classifications covered by the plan. These are used as a basis for comparison under the job evaluation plan.
<b>Classification Level</b>	The points range and corresponding salary range assigned to the job based on the total points resulting from the job's subfactor ratings.
<b>Collective Agreement</b>	The collective agreement currently in effect between the employer and CUPE Local 600-3.
<b>Duty</b>	Is made up of a number of tasks.
<b>Factors</b>	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
<b>Gender-Neutral</b>	Any practice or program which does not discriminate between men and women.

<b>Incumbent</b>	An employee assigned to a job.
<b>Job</b>	A group of duties or range of duties or tasks and responsibilities assigned to and performed by the incumbent(s).
<b>Job Analysis</b>	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observation.
<b>Job Description</b>	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
<b>Job Evaluation</b>	A process which measures the value of jobs in relation to each other; this value is expressed in points.
<b>Job Evaluation Decision Form</b>	The tool used to record the rating decision on each subfactor and provide formal notification of the decision.
<b>Job Evaluation Plan</b>	Contains the guidelines and degree levels for each subfactor used for evaluating a job.
<b>Joint Job Evaluation Rating Form</b>	The tool used to record the facts and rationale for the degree levels assigned to each subfactor for each job.
<b>Joint Job Evaluation Committee</b>	The Committee responsible for the implementation and maintenance of the job evaluation plan.
<b>Points</b>	The numerical expression assigned to each degree within each subfactor.
<b>Position Description Questionnaire</b>	The tool used to collect and record job data and forms part of the job documents.
<b>Ratings</b>	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the subfactor degree levels judged to be appropriate.
<b>Salary Schedule</b>	A listing of classification levels, point ranges and salary ranges.

<b>Sore-Thumbing</b>	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by a factor-by-factor basis or on a total point basis.
<b>Subfactors</b>	Are components of the four major factors.
<b>Subfactor Degree Levels</b>	The actual measurement levels within each subfactor.
<b>Task</b>	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
<b>Total Points</b>	The sum of all points allotted to each job for all factors determined in accordance with the job evaluation plan.

#### **ARTICLE 4 – THE JOINT JOB EVALUATION COMMITTEE (JJEC)**

- 4.1** The parties will maintain a joint union-management job evaluation committee (JJEC), members to serve a minimum 4 year term, with some of the first members of this committee having continuity with the plan development JJEC.
- a) After the first 4 years, ½ of the committee may be replaced.
  - b) Subsequently, ½ of the committee may be replaced every 2 years.
- 4.2** The composition of this committee shall be:
- a) At least 50% women.
  - b) 50% union and 50% management, selected by their respective party.
  - c) Reflective of the various areas of CLD to ensure ability to evaluate jobs and conduct appeal hearings within the conflict of interest guidelines.
  - d) Maximum of ten (10) members with a minimum of six (6) members for a quorum for committee meetings subject to the above guidelines and the minority party approval.
- 4.3** This committee shall operate by consensus and shall meet a minimum of twice annually.

- 4.4** The members of this committee shall be trained in equal pay for work of equal value principles, eliminating bias in job evaluation, the application of the job evaluation plan and any other training as deemed necessary.
- 4.5** One (1) union and one (1) management co-chairperson will be selected by their respective committee. The Co-chairpersons are responsible for:
- a) The chairing of Committee meetings;
  - b) The scheduling of regular Committee meetings which includes notification of appropriate supervisors for Committee members' attendance;
  - c) Establishing the priority of matters to be acted upon by the Committee and ensuring a timely response to job evaluation requests;
  - d) Ensuring meeting minutes are recorded;
  - e) Ensuring the rotation of JJEC members through the Rating Panel and Appeal Panel functions.
- 4.6** The Employer will provide administrative support services to the Committee. These services shall be under the direction of the Co-chairs and shall include:
- a) The distribution of all Committee correspondence to the Committee Co-chairpersons;
  - b) The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
  - c) The preparation and distribution of minutes;
  - d) The preparation and distribution of Committee documents.
- 4.7** The union committee members appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 4.8** Union committee members that require backfill shall be replaced in their regular jobs for such time as they are working on the JJEC. Such replacements will have all the rights and privileges of the collective agreement.

- 4.9** Either party to the agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to participate in discussion but shall not be considered to be a member of the Committee.
- 4.10** The Committee shall meet as necessary at a mutually agreed upon time and place. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's Co-chairperson. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting.

## **ARTICLE 5 – MANDATE OF THE JJEC**

- 5.1** The JJEC shall maintain the CUPE Gender-Neutral Job Evaluation Program by:
- a) Maintaining the integrity of the program through:
    - i) additions, deletions and changes to the Notes to Raters and benchmarks;
    - ii) resolving issues regarding subfactor level definitions;
    - iii) determining training requirements to be delivered on equal pay for work of equal value principles, elimination of bias in job evaluation, and the application of the plan;
    - iv) approving forms to be used;
    - v) determining and implementing an audit strategy that ensures decisions have been made within the intent of the subfactors and that current ratings reflect the current job assignments.
  - b) Evaluating all the jobs using the job evaluation plan;
  - c) Conducting appeals using the job evaluation plan;
  - d) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time.

## **ARTICLE 6 – JOB ANALYSIS PROCEDURES AND RATINGS FOR NEW AND/OR CHANGED JOBS**

### **6.1 Composition – Rating and Appeal Committees**

- a) The Rating Panels (RP) will consist of four members of the JJEC who will make the rating decisions. The Appeal Panels (AP) will consist of another four (4) JJEC members. Quorum shall consist of three (3) members subject to the approval of the minority party. The RP and AP functions will rotate between JJEC members.
- b) Rating and appeal panels shall be equally split between union and management and all occupations must be adjudicated by equal or better female representation.

- c) Rating and appeal decisions will be by consensus and shall be final and binding on the parties subject out the appeal procedures set out in Appendix D.

## **6.2 Job Evaluation Procedures for New Jobs**

Whenever the employer wishes to establish a new job, the following procedures shall apply:

- a) The employer shall prepare a draft job description for the job;
- b) The JJEC shall meet and establish a temporary rating for the job, based on the draft job description and discussion with the manager, and advise PSC using the Job Evaluation Decision Form (Appendix B). There is no appeal provided at this point;
- c) The job shall be posted and any person appointed to the job shall be paid the pay grade corresponding to the temporary rating;
- d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Position Description Questionnaire (Appendix A) that shall be submitted, along with an updated job description, to the JJEC. The Committee shall amend the job description as required and rate the job according to the procedure set out in Article 6.4. The pay grade shall be paid to each incumbent effective the date of their appointment to the job.

## **6.3 Validity of reclass requests**

The JJEC must ensure reclass requests are due to changes that have occurred in the job assignment, and are not simply rewrites of the previously evaluated information. The first step in looking at a reclass request is to find out what has changed. If JJEC concludes there has been no significant change to previous job information, JJEC has the right to refuse the request for review. There will be no appeal rights if the request is refused.

## **6.4 Process for requesting a review**

When requesting a classification review, the employee shall complete the Request for Review Form and Position Description Questionnaire (Appendix A) and identify which subfactor(s) they feel should be reviewed. It is up to the JJEC to decide which subfactor(s) is (are) affected.

The following general procedure shall be used to rate jobs:

a) Step 1

A Position Description Questionnaire shall be completed by the incumbents(s) and the supervisor. The completed questionnaire shall be submitted to the JJEC along with the copy of the current job description (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

b) Step 2

The Rating Panel shall draft an up-to-date job description based on the information gathered. Where further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The Rating Panel shall submit the job description to the incumbent(s) and the supervisor for their review.

Amendments may be made to the proposed job description, as deemed necessary by the Rating Panel, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement that it is an accurate description of the assigned responsibilities.

c) Step 3

The job shall now be rated, based on the agreed-upon job description, in accordance with the job evaluation plan. The Rating Panel shall also use information obtained from the completed Position Description Questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the job site. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is subdivided into subfactors which provide a standard against which each job is rated to determine its relative worth.

d) Step 4

When the Rating Panel has completed the rating of a job against the plan, it will conduct a score thumbing exercise. The Rating Panel will then record the results and rationale on the Job Evaluation Rating Form, complete the Job Evaluation Decision Form (Appendix B) and forward it to Human Resources. Human Resources will send copies of the Job Evaluation Decision Form to the incumbent(s), supervisor, the union and PSC. The Rating Panel will provide written rationale for their decision to the employee.

## **ARTICLE 7 – MAINTAINING THE JOB EVALUATION PROGRAM**

- 7.1** It is important that accurate job descriptions and job ratings be maintained on an ongoing basis. Failure to do so will serve to damage the integrity of the program. JJEC will have easy accessibility to job evaluation documentation maintained in Human Resources.
- 7.2**
- a) New positions shall be completed within one (1) month.
  - b) Jobs submitted for review by the employee or manager shall receive priority. The review shall be completed within six (6) months of submission.
  - c) It is the intention of the parties to periodically review a sampling of mutually agreed to jobs. JJEC Co-Chairs will determine the process for selection and review.
- 7.3** The parties agree that the structure of the job evaluation plan will not be eroded through subsequent rounds of collective bargaining.

## **ARTICLE 8 – SETTLEMENT OF DISAGREEMENTS**

- 8.1** In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.
- If, after meeting with the two (2) advisors appointed pursuant to Article 8.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.
- 8.2** The parties to the Collective Agreement shall meet to resolve the outstanding issues by whatever means are mutually agreeable. However, job evaluation issues shall ultimately be resolved by the Classification Joint Council in accordance with the appeal process as outlined in Appendix D.

## **ARTICLE 9 – APPLYING THE RATING TO THE SALARY RANGES**

- 9.1** Job ratings serve to:
- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
  - b) provide the basis upon which wage rate relationships between jobs are established;
  - c) measure changes in job content
  - d) assign jobs into their proper classification level in the salary schedule.

**9.2** The total point allocation shall be used to determine the salary range for the jobs based upon the following table:

<u>Classification Level</u>	<u>Point Range</u>	<u>Classification Level</u>	<u>Point Range</u>
1	101-290	8	591-640
2	291-340	9	641-690
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**ARTICLE 10 – CONCLUSION AND IMPLEMENTATION**

These Maintenance Procedures, including all appendices, the Gender-Neutral Job Evaluation Plan, job descriptions and any other documents, as agreed to by the JJEC, March 28, 2001 shall be effective upon implementation of the job evaluation plan.

The following Job Evaluation Forms may be found on the Public Service Commission Website:

- Appendix A – Request for Review Form
- Appendix B – Job Evaluation Decision Form
- Appendix C – Job Evaluation Appeal Form

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**CUPE**  
**JOINT UNION-MANAGEMENT APPEAL PANEL**  
**APPEAL HEARING PROCESS**

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March 28, 2001

The following outline of roles, policies and procedures are for the purpose of ensuring the integrity of the job evaluation plan, the integrity of the information presented and to ensure clarity in roles, authorities and responsibilities of persons attending appeal hearings.

**A. Right to Appeal**

The PS/CUPE Bargaining Agreement states that permanent employees may appeal the classification decision resulting from a request for a classification review to a Joint Union-Management Appeal Panel, called Classification Joint Council.

Notwithstanding the above, an employee hired into a new job (as per Article 6.2 or the Joint Evaluation Maintenance Procedures), may appeal the classification decision if the job is moved downwards as a result of the 6 month review.

**B. Purpose of the Appeal Hearing**

To examine, substantiate, authenticate and adjudicate evidence as to whether appealed Subfactor ratings are appropriate, relative to the full intent of the Subfactor degree definitions.

**C. Composition of Panel**

For the purpose of review of classification in the CUPE Class Plan, appeal panels shall consist of four (4) members, equally split between union and management. Quorum shall consist of three (3) members subject to the approval of the minority party (either the union or management member) and all occupations must be adjudicated by equal or better female representation. Appeal panel members shall be drawn from members of the JJEC.

**D. Role of the Appeal Panel**

1. To uphold the integrity of the job evaluation plan through the adjudication of disputes regarding the assignment of Subfactor ratings to the job assignment. In this regard, management members of the panel do not represent, nor advocate for management or the Public Service Commission and the union members do not represent, or advocate for the appellant.
2. To question evidence presented to determine if it meets the requirements in the Notes to Raters and the full intent of the degree definition within the Subfactor.
3. Where necessary, to ensure that evidence presented is verified as legitimate duties and responsibilities of the job assignment.
4. To examine evidence in the context of Benchmark rating comparisons by ensuring the full Benchmark content on the appealed Subfactor is examined in relation to the appealed duties and responsibilities and the full intent of the Subfactors.

**E. Role of the Joint Job Evaluation Committee (JJEC)**

1. Article 6.4 of the Job Evaluation Maintenance Procedures (JEMP) obligates the JJEC to ascertain the assigned duties and responsibilities of all jobs and evaluate all jobs in the job evaluation plan. Where no position description questionnaires (PDQ) have been submitted, the JJEC has the authority to obtain the information and evaluate jobs in the job evaluation plan.
2. The Rating Panel (RP) is charged with these responsibilities and to ensure equitable judgements in the application of the plan, in order to ensure the plan's integrity. It is the role of the Appeal Panel (AP) to ensure equitable decision in this regard.
3. In this process, the RP and the AP have the authority to obtain information through questioning and written documentation to substantiate any statements.
4. One or more RP representatives will meet with the employee prior to a hearing being scheduled to review the appellant's rationale for appeal. The RP will review the rationale and provide a final decision in writing, with rationale, to the employee. Any new information provided by the employee after this point in the process will be taken forward to a formal hearing.
5. If the incumbent goes forward to a formal appeal hearing, the RP is required to provide the AP with written rationale as to the basis for the RP's decision regarding the appealed Subfactors. If additional evidence is provided at a hearing, the RP and the AP are charged with the responsibility to ensure such material is valid and, if necessary, substantiated and that it meets the requirements in the Notes to Raters and full intent of the Subfactor degree.

**F. Role of the Appellant**

1. To contact their own witness(es) [no more than two] to invite them to the hearing. At the appeal panel's discretion, additional witnesses may be allowed.
2. To advise the Secretary, Appeal Panels who will be attending the hearing as witness(es).
3. To bring sufficient copies to the hearing of any written evidence for the AP and the RP.
4. To have new information not provided in the position description questionnaire signed and authorized as legitimate duties or authority by their out-of-scope manager prior to the hearing.

5. To provide rationale as to why their job should be rated higher on a Subfactor by presenting examples of job content that relate to the Subfactor being appealed. NOTE: The appellant can ask someone else (e.g., a fellow employee, union representative, supervisor) except members of the JJEC to present their case at the hearing.

**G. Observers**

1. Observers are not appellants at the specific hearing.
2. An individual may request permission to observe an appeal hearing from the Secretary, Appeal Panels. The Secretary shall advise the appellant and if the appellant is uncomfortable with the observer(s), the Secretary shall cancel the observer(s) attendance at that meeting.
3. The number of observers may be limited at the discretion of the Appeal Panel.
4. Observers cannot participate in any way in any discussion.
5. No observers will be allowed to enter once a hearing has commenced.
6. The Chair shall request that observers leave the appeal if, in any way, their behaviour is inappropriate.

**H. Authority of Joint Union-Management Appeal Panel**

1. To recommend confirmation of the subfactor rating, or a higher or lower rating, based upon the authorized PDQ.
2. There shall be no discussion by appeal panel members with either party prior to the appeal hearing.
3. Only the appealed subfactors are subject to review.
4. A subfactor rating cannot be adjusted if the duties or responsibilities have been credited in another subfactor as this would represent bias due to double crediting.
5. Consideration can only be given to the duties and responsibilities of the position as of the effective date of the request. Consideration will not be given to subsequent changes that have taken place.
6. AP members shall refrain from making statements, comments, or personal opinions about what level jobs should be evaluated; nor enter into any debate about the meaning or interpretation of the subfactor, prior to excusing the appellant and the RP member.

**I. Witness' Function**

1. Appellants, the RP, or the Appeal Panel may call witnesses, including the appellant's supervisor, or manager.
2. Witnesses may only answer questions for clarification of job content, or authority. They are not to present a case, nor express their opinion of the rating. Responses are to be individual, without interruption and addressed to the panel.
3. The questions must pertain to facts about which the witnesses have first-hand knowledge. If questions are asked which the witness(es) cannot answer from their own knowledge, they should decline to answer on that basis.

**J. Conflict of Interest Guidelines for JJEC Members**

1. Members of the JJEC must exempt themselves from RP's, AP's and Audit where the member could gain, or could be perceived to gain, from the decision. This includes participation in decision on jobs:
  - i) in their work unit, e.g. supervisors and the people who report to them;
  - ii) in their occupational series, as defined by the PSC;
  - iii) encumbered by family members, or close personal friends;
  - iv) for which they have declared a bias for or against.

**K. Role and Selection of the Chair**

1. The appeal panel shall select their Chair prior to calling the appellants, RP, witnesses and observers, into the hearing room.
2. The Chair will:
  - i) Call appellants, RSC, witnesses and observers, into the hearing room.
  - ii) Read the statement of the panel's role and authority.
  - iii) Ensure everyone is introduced (name, representation). At this time, the Chair will ask the appellant if there is any perceived conflict of interest as defined in Section J. It is too late after the hearing for the appellant to say they think they did not get a fair hearing because someone on the AP was biased against them. It is the AP's decision how to proceed.
  - iv) Outline the procedures of the hearing.
  - v) Outline that the basis of the evaluation shall be the statement of duties, examples of work and the authority assigned to the job.

- vi) The Chair has authority and shall excuse any person whose behaviour is inappropriate.
- vii) The Chair must ensure that the question period does not become a discussion. This is to be question and response, both without interruption.
- viii) The Chair shall ensure the hearing is run in an expeditious manner and has the authority to move the discussion along in the event that information is repetitious, or not relevant to the subfactor under appeal. The Chair must focus the presentation on information relevant to the subfactor under appeal and may limit the length of discussion on the subfactor and request that the AP take breaks after a certain length of time. During the breaks, the parties are not to discuss the appeal hearing events.
- ix) In the event that an appeal hearing is running longer than scheduled and the appellants for the next scheduled hearing are waiting outside, the Chair may stop the proceedings and indicate how long the wait might be.

## **L. Procedures for Appeal Hearings**

### **1. Scheduling**

- i) The Secretary, Appeal Panels, shall notify the appellant(s), the Rating Panel and the Appeal Panel regarding date, time and place of the hearing.
- ii) Once the appellant(s) has agreed to a hearing date, the hearing will proceed on that date unless there is a reasonable reason for postponement (e.g. illness, funeral, etc.) If the employee is unable to attend for other reasons, the hearing will proceed and the employee may ask a spokesperson to attend in their place.

### **2. Preliminary**

- i) The Chairperson ensures that everyone is introduced, including observers and witnesses.
- ii) The Chairperson outlines the role, authority and procedures of the appeal hearing and the authority of the Joint Union-Management Appeal Panel.

### **3. Rules of Evidence**

- i) All written evidence to be presented must be made available at the hearing to all parties. This amounts to approximately 10 copies. Witnesses and observers do not require copies. It is suggested that a page per subfactor is sufficient to explain the rationale.

- ii) The basis for the evaluation of the position are the assigned duties and responsibilities, as evidenced by:
  - a) Statements of duties, responsibilities and authority on the PDQ, signed by the manager.
  - b) Examples of work in the PDQ.
  - c) New, or additional information presented at a hearing in the form of job content or authority, or examples of work performed. The RP and/or the AP may request verification by requesting such evidence be signed as legitimate duties, responsibilities, or authority by the permanent head or designate.
- iii) In the event that new information presented at a hearing has not been confirmed by the manager, it may be considered in rendering the decision. However, no decision shall be released if confirmation is required until it is received in writing by the Chair of the Appeal Panel.
- iv) Words copied from a subfactor definition must be substantiated with examples and are not accepted outright. Similarly, if examples are copied from benchmarks where the job is very different, the out-of-scope manager may be requested to verify that such duties are, in fact, performed.
- v) In the event of a disagreement over job content at an appeal hearing between the manager and employee that affects the rating of a specific Subfactor, the Appeal Panel will not render a decision on that Subfactor.

The Appeal Panel will render a decision only on the other Subfactors under appeal. It is not the role of the panel to adjudicate disputes of job content. Once the dispute is resolved, the RP will rate the job and the appellant has the right to continue to the hearing.

#### 4. Presentation Order

- i) The appellant or advocate presents rationale for one appealed subfactor without interruption. No questions will be asked at this point by any party.
- ii) In group appeals, the group shall identify a spokesperson who shall make the presentation. In the event the group has appealed more than one subfactor, a different spokesperson for each subfactor will be allowed. For large groups, the group shall select representatives to be present at their appeal.
- iii) The RP representative then presents the written rationale for the rating of the appealed Subfactor, without interruption.

- iv) The Chairperson will provide for a question period at the end of both party's presentation. The Appeal Panel, the appellant or their representative or their spokesperson for the group, and the RP representative are the only ones who can ask questions. The purpose of the questioning is to clarify how evidence presented relates to the Subfactor definitions. Responses are to be directed to the panel.

In group appeals, other members of the group shall be asked if they have additional examples to add, until such time as the Appeal Panel feels they have enough information to make a decision. This shall not be in the form of a discussion, but in the form of individual statements to the panel. If the information being presented is repetitious or not relevant to the subfactor, the Chair has the authority to move the discussion on.

- v) Witnesses may only be questioned regarding job content, or authority of which they have first-hand knowledge. It is the role of the Chair to ensure that witnesses speak only when questioned and that they do not speak to matters other than job content, or authority. There is an expectation that the panel will determine how such witness(es) came to have first-hand knowledge.
- vi) The Chairperson will ensure that if any further questions are required, they are asked prior to the summary rebuttal.
- vii) An opportunity for a short summary rebuttal shall be provided to both parties. The RP representative will summarize first, then the appellant. Where there is a group appeal, only one spokesperson shall be given rebuttal opportunity. For group appeals, prior to the rebuttal, a 5 to 10 minute break will occur to allow input to the rebuttal.
- viii) When an appellant(s) has appealed more than one subfactor, the above process (i) to (vii) shall be repeated for all subfactors appealed.

## 5. Deliberations

- i) The Appeal Panel will convene separately, after all the Subfactors under appeal have been heard.
- ii) If the Appeal Panel requires additional information, the Chair shall ensure the information is obtained. If new confirmed information is obtained by the panel after the hearing, both the appellant and the RP member are to be sent a copy so they are aware of all the information the panel will be taking into consideration in making their decision. The forum for collection and distribution of the information will be at the discretion of the panel.

- iii) The Appeal Panel shall attempt to determine the appropriate rating by consensus and notify the Secretary, Appeal Panel, on the form provided. In the event that consensus is not achievable, the panel shall write a report outlining the basis of the disagreement, based on the relationship of duties and examples to subfactor rationale. The Appeal Panel will send their report to a quorum of JJEC members, in accordance with the Conflict of Interest Guidelines in Article J. If a quorum of JJEC members is not achievable, or they are unable to reach consensus, JJEC shall bring in a Chair from a mutually agreed to list. In making their decision, the quorum of JJEC or the Chair will consider:
  - a) the Rating Panel appeal brief;
  - b) the appellant's rationale and authorized position description questionnaire, as at the effective date of the assignment;
  - c) the report from the Appeal Panel;
  - d) the full intent of the degree definitions within the subfactors;
  - e) the Notes to Raters;
  - f) the Benchmarks;
  - g) any new information they may request.
- iv) In comparing duties and responsibilities to benchmarks, the Appeal Panel, the quorum of JJEC or the Chair shall consider the full content of the Benchmark description for that Subfactor. Comparison to jobs other than the benchmarks in the relevant job evaluation plan are not to be considered.
- v) Moral or monetary issues are not to be considered.
- vi) If a rating change is agreed to by consensus, the panel, the quorum of JJEC, or the Chair shall provide the Secretary, Appeal Panels with written rationale in the form of examples, which show how the work is consistent with the full content meaning and intent of the level definitions within the Subfactors, Subfactor definitions and Notes to Raters. (The Ratings Panel brief is the rationale for unchanged decisions).
- vii) No decision shall be released except to the Secretary, Appeal Panel, by panel members, the quorum of JJEC or the Chair verbally, or in writing. Outcomes shall be released only by the Secretary of the Appeal Panel as directed by the JJEC.
- viii) Appeal Panel decisions are subject to audit by a quorum of JJEC members in accordance with the Conflict of Interest Guidelines in Article J. If audit shows the rating is in error, the job shall be re-evaluated by the JJEC.
- ix) Rating decisions of the JJEC or the Chair, if made within the meaning and intent of subfactors, are final and binding. Such decisions are also final and binding on subsequent incumbents in the same job where there has been no change of duties or responsibilities.

6. Payment of Members

- i) The employer shall provide leave of absence with pay to union members on the JJEC.
- ii) The Chair called in to resolve rating disputes, if in the employ of the government, shall be granted leave of absence with pay. If not in the employ of the government, the remuneration shall be equally shared by the parties.
- iii) The union shall be responsible for the travel and sustenance expenses of its representatives.

## **FOR INFORMATION ONLY**

Employees who wish to contact the Employee Service Centre of the Public Service Commission regarding employee, payroll and benefits administration may do so as follows:

By email: [hrsc@gov.sk.ca](mailto:hrsc@gov.sk.ca)  
By phone: 798-0000 (Regina) or toll-free at 1-877-852-5808  
By mail: 2100 Broad Street, Regina, SK S4P 1Y5

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### **RE: QUALIFICATIONS AND ABILITY**

Employees who wish to receive reasons in writing concerning their qualifications and ability on a particular competition may do so in writing by contacting the Hiring Manager.

GIVING: Name  
Employment Location  
Ministry  
Competition Number  
Classification applied for

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### **INFORMATION ON BENEFIT PLANS**

Employees who wish to contact the Public Employees Benefits Agency regarding Pension information on the Old Superannuation Plan, the New Pension Plan or benefits/claims on the Dental Plan, the Group-Life Insurance Plan or the Disability (Long-Term Disability) Income Plan may do so in writing to:

Public Employees Benefits Agency  
10th Floor  
1801 Hamilton Street S4P 4B4

## O CANADA

O Canada!  
Our home and native land!  
True patriot love in all of us command.

With glowing hearts we see thee rise,  
The true north strong and free!

From far and wide, O Canada  
We stand on guard for thee.

God keep our land glorious and free!  
O Canada, we stand on guard for thee.  
O Canada, we stand on guard for thee.

---

## Solidarity Forever

When the inspiration through the workers blood shall run,  
There can be no power greater anywhere beneath the sun,  
Yet what force on earth is weaker than the feeble strength of one?  
But the union makes us strong!

**CHORUS**                      Solidarity forever  
   Solidarity forever  
   Solidarity forever  
   For the union makes us strong!

They have taken untold millions that they never toiled to earn,  
But without our brain and muscle not a single wheel can turn,  
We can break their haughty power, gain our freedom when we learn,  
That the union makes us strong!

### CHORUS

In our hands is placed a power greater than their hoarded gold  
Greater than the might of armies magnifies a thousand fold  
We can bring to birth a new world from the ashes of the old  
For the Union makes as strong

### CHORUS

Oh the women of the union, we have just begun to fight  
We have learned of women's issues, we have learned of women's rights  
We're prepared to fight for freedom; we're prepared to stand our ground  
Women make the Union strong

### CHORUS

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