

**LETTER OF UNDERSTANDING #2020-05**

**BETWEEN**

**THE SASKATCHEWAN PUBLIC SERVICE COMMISSION**

**AND**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES'  
UNION**

**RE: Article 12 TEMPORARY ASSIGNMENT OF HIGHER DUTIES AND  
TEMPORARY RECLASSIFICATION**

During the 2016-2022 round of bargaining, the parties agreed to changes in the Temporary Assignment of Higher Duties (TAHD), which would be finalized within six months following the signing of the Collective Bargaining Agreement (CBA). The following is amended language to the CBA that reflects the negotiated changes. This language will replace the current language in the CBA as a housekeeping item in the next round of bargaining.

TAHD will be restricted to 30 days or less and be paid at a flat rate of 8% on their hourly rate. An assignment of over 30 days will be considered a Temporary Reclassification, and will be subject to appropriate salary administration rules.

Amended Language:

**Article 12 TEMPORARY ASSIGNMENT OF HIGHER DUTIES AND  
TEMPORARY RECLASSIFICATION**

**12.1 Application of Temporary Assignment of Higher Duties and Temporary  
Reclassification**

**Criteria as follows:**

- ~~1. the temporary assignment of **higher duties/temporary reclassification** of an employee to perform the duties of another position classified at a level having a higher maximum hourly rate of pay than the classification level of **their** his/her home position;~~
1. the temporary assignment of **higher duties/temporary reclassification** of new **or additional** duties to an employee in **their** his/her position **or another position**, the result of which warrants a classification level

having a higher maximum hourly rate of pay than the classification level of **their** his/her home position.

2. the temporary assignment of **higher duties or temporary reclassification** shall be offered to the most senior qualified employee in the work unit; except where an operational need arises to provide training and development, the Employer may fill the assignment with a junior employee.

B) When an employee is temporarily assigned new **or additional** duties in **their** his home position for a short or undetermined period of time, the new **or additional** duties shall be submitted to the Commission on the prescribed form. If the new duties warrant a higher classification level, the employee shall be eligible for compensation at the higher level from the day the new **or additional** duties were assigned.

1. when the **temporary assignment of higher duties/temporary reclassification** assignment to a position with a higher classification level involves a partial pay period, the employee will receive any overtime earned in the home position in addition to her normal bi-weekly salary in the home position. For the purpose of this provision only, a field employee will be entitled to overtime in **their** home position, based on the number of hours actually worked in excess of the hours scheduled to be worked that averaging period less eight (8) times the number of days worked in the temporary assignment of higher duties position during that averaging period

## 12.2 Administration

A) ~~If management is aware at the beginning or, anytime during the first ninety (90) **thirty (30)** days of the temporary assignment, that it will continue for more than ninety (90) **thirty (30)** continuous ~~consecutive calendar~~ days, the provisions of temporary assignment of more than ninety (90) days **Temporary Reclassification for assignments over thirty (30) days** shall apply effective the first day of the ~~pay period~~ day it is known the assignment will continue for more than ninety (90) **thirty (30)** days.~~

B) ~~The following rules for hours of work and payment, shall apply to Permanent employee's performing temporary assignment of higher duties:~~

1. ~~employees shall **maintain their hours of work designation and scheduled earned days off. Changes are subject to mutual agreement between the employee and manager.** work the hours of work designated for the position of the temporary assignment of higher duties;~~

2. ~~there shall be no change to the employee's home work cycle or earned day off entitlement prior to the employee completing that cycle, at which time the employee shall enter into the work cycle and earned day off entitlement of the temporary assignment of higher duties position. On completion of the temporary assignment of higher duties, the employee shall immediately return to the work cycle of his home position. There shall be no prorating of the earned day off entitlement when entering into the temporary assignment of higher duties work cycle or when returning to the home position work cycle;~~
  3. ~~when the assignment to a position with a higher classification level involves a partial pay period, the employee will receive any overtime earned in the home position in addition to her normal bi-weekly salary in the home position. For the purpose of this provision only, a Field employee will be entitled to overtime in her home position, based on the number of hours actually worked in excess of the hours scheduled to be worked that averaging period less eight (8) times the number of days worked in the temporary assignment of higher duties position during that averaging period; and,~~
  4. ~~overtime entitlement in the temporary assignment of higher duties will be subject to the overtime provisions pertaining to the **employees home position.** temporary assignment of higher duty designation only.~~
- C) ~~Term employees will be eligible for salary maintenance subject to the minimum of the higher salary range.~~

**12.2 Temporary Assignment of Higher Duties for Thirty (30) ~~Ninety (90)~~ Consecutive Days or Less.**

- A) **If management is aware at the beginning or, anytime during the first thirty (30) days of the temporary assignment of higher duties, that it will continue for more than thirty (30) consecutive calendar days, the provisions of Temporary Reclassification for assignments over thirty (30) days shall apply effective the first day of the pay period day it is known the assignment will continue for more than (30) days.**
- B) **The following rules for hours of work and payment, shall apply to Permanent employee's performing temporary assignment of higher duties:**
  1. **employees shall maintain their hours of work designation and scheduled earned days off. Changes to scheduled earned days off are subject to mutual agreement between the employee and manager.**



**2. overtime entitlement in the temporary assignment of higher duties will be subject to the overtime provisions pertaining to the employees home position.**

- C) ~~Term employees will be eligible for salary maintenance subject to the minimum of the higher salary range.~~
- C) An employee in a position that has been assigned a classification level on temporary assignment of higher duties **The temporary assignment of duties of a position with a higher classification level or the temporary assignment of additional duties to an employees' position which warrants a higher classification level**, shall receive the appropriate salary adjustment premium payment for each full day of assignment including days of approved paid leave.
- D) ~~Except for Term employees. Ppayment to the employee will be at an hourly rate which provides for a premium flat rate of an increase of eight percent (8%) over the employees current hourly rate .over the employee's current hourly rate, adjusted for change in hours of work where required. If the increase of eight percent (8%) produces an hourly rate below the minimum of the range for the temporary assignment position, the salary shall be adjusted to the minimum of the range. In no case shall the hourly rate be more than the maximum of the range for the higher classification level.~~
- E) An employee, while in a position subject to temporary assignment of higher duties shall be eligible to receive increments and economic adjustments **negotiated wage increases** in his **their** home class **position** and the supplementary **flat rate** payment for the temporary assignment of higher duties shall be recalculated on the revised salary. ~~Removed this up to the criteria~~
- F) Employees required to perform the duties of another employee who is on an earned day off shall not receive temporary assignment of higher duties premium for such work.

~~The parties have agreed to the implementation of a percentage flat rate of 8% for temporary assignments of thirty (30) days or less. Language will be negotiated and put into effect within six (6) months of the signing of this Collective Bargaining Agreement. This timeframe may be extended by mutual agreement. These changes will be reflected in a Letter of Understanding which will be incorporated into the next Collective Bargaining Agreement.~~

**12.3 Temporary Reclassification For Assignments Over Thirty (30) Consecutive Days Temporary Assignment of Higher Duties for More Than Ninety (90) Consecutive Days**

- A) The Union will be notified if a temporary **reclassification** assignment of ~~higher duties~~ exceeds one (1) year.
- B) Employees shall work the hours of the work designated for the position of the temporary reclassification.**
- C) An employee in a position that has been assigned a classification level on temporary **reclassification** assignment of ~~higher duties~~ shall receive payment for each day of assignment, including days of approved paid leave.
- D) Term employees will be eligible for salary maintenance subject to the minimum and maximum of the higher level.
- E) Except for Term employees, the employee's salary ~~and increment date on a~~ temporary **reclassification** assignment of ~~higher duties~~ for more than ~~ninety (90)~~ **thirty (30) continuous consecutive calendar** days shall be as per the promotion articles.
- F) Employees shall be eligible to earn increments in the ~~higher temporary assignment-reclassification.~~ **The effective date of an increment shall be the first day of the pay period following the completion of the required days worked.**
- G) ~~On reversion to their his home position classification level the employee's salary rate will be calculated on the basis of the increments the employee he would have earned during the period of the temporary reclassification.~~
- H) On completion of the temporary assignment of higher duties reclassification, the employee shall immediately return to the work cycle of his their home position. There shall be no prorating of the earned day off entitlement when entering into the temporary reclassification assignment of higher duties work cycle or when returning to the home position work cycle.**
- I) An Permanent employee ~~or a Term employee~~ who has acquired service for competition purposes, who has served in a ~~TAHD assignment~~ **temporary reclassification** for the equivalent of a subsequent probationary period for the ~~TAHD temporary reclassification~~ level will upon subsequent appointment to another position, or permanent reclassification (for permanent employees only), immediately following ~~TAHD~~ **the temporary reclassification**, be entitled to the appropriate salary administration rules (e.g. promotion, demotion, transfer or salary maintenance) based on the ~~TAHD temporary reclassification~~ **temporary reclassification** salary rate.
- J) While on a temporary assignment **reclassification** of higher duties of more than ~~ninety (90)~~ **thirty (30) consecutive calendar** days, an employee eligible for a

pay adjustment, shall receive the increase to their home salary rate ~~in the range for the higher classification level~~ and the temporary reclassification shall be recalculated on the revised salary subject to the minimum and maximum of the higher salary range. On reversion to ~~their~~ his home ~~position~~ classification level, the employee's salary rate will be adjusted to reflect any pay adjustments ~~the employee~~ he would have received in ~~their~~ his home classification level ~~position~~ during the period of the temporary ~~reclassification~~ assignment. The employee shall also be eligible to receive the difference in salary, if any, resulting from reapplication of the promotion articles to the pay adjustments made in ~~their~~ his home classification level ~~position~~, on the effective date of the pay adjustment to ~~their~~ his home classification ~~position~~, subject to the minimum and maximum of the higher level salary range.

~~The parties have agreed to the implementation of a Temporary Reclassification for assignments over thirty (30) days. Language will be negotiated and put into effect within six (6) months of the signing of this Collective Bargaining Agreement. This timeframe may be extended by mutual agreement. These changes will be reflected in a Letter of Understanding which will be incorporated into the next Collective Bargaining Agreement.~~

12.4 Temporary Assignment of Higher Duties of Thirty (30) Consecutive Days or Less and Temporary Reclassification Over Thirty (30) Consecutive Days to an Out-of-Scope Position

- A) When an in-scope employee is temporarily assigned higher duties ~~or temporarily reclassified~~ to an out-of-scope position, the employee continues to pay Union dues, accrue seniority and retain all rights conferred by this Collective Agreement.
- B) ~~For temporary assignment of duties of thirty (30) consecutive calendar days or less~~ In-scope employees temporarily assigned higher duties ~~or temporarily reclassified~~ to an out-of-scope position, **in-scope employees** shall work such hours as assigned by management. The employee **shall maintain their home position work and EDO cycle. Any hours over and above shall be compensated accordingly (i.e. Shift differential, weekend premiums, overtime, etc.).** be entitled to a total of twelve (12) scheduled days off per fiscal year earned on a pro-rata basis. This time is to be taken at times authorized by the Employer, but must be taken prior to the employee returning to his home position.
- C) **For a temporary reclassification of over thirty (30) consecutive calendar days or more, the employee will assume the hours of work of the temporarily reclassified out-of-scope position.** Subject to the assignment being a minimum of seven (7) consecutive working days following the



employee completing the home position cycle, ~~The~~ entitlement to scheduled days off shall be calculated as follows:

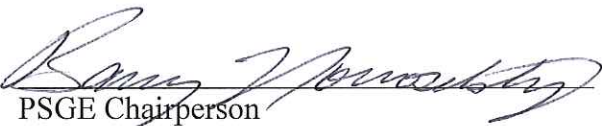
1. number of full working days x .0462 (12 ÷ 260);
2. the resulting product **calculation** shall be rounded up to the nearest half day;
2. compensation shall be paid as per the temporary **reclassification assignment** provisions;
3. **The employer encourages employees, to the extent possible, to schedule any earned SDOs prior to returning to their home in-scope assignment.**

D) **On completion of the temporary assignment of higher duties reclassification, the employee shall immediately return to the work cycle of his home position. There shall be no prorating of the earned day off entitlement when entering into the temporary reclassification assignment of higher duties work cycle or when returning to the home position work cycle.**

Signed on behalf of the Government of Saskatchewan


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

  
\_\_\_\_\_  
Senior Negotiator  
Terry Kuyek

  
\_\_\_\_\_  
PSGE Chairperson  
Barry Nowoselsky

Date: August 11, 2020

Date: Aug 11, 2020

  
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President or Secretary/Treasurer

Date: August 11, 2020