

THIS AGREEMENT, dated this 30th day of June, 2015

BETWEEN:

HER MAJESTY THE QUEEN in the Right of the Province of Saskatchewan, as represented by the Minister of Government Relations (hereinafter "the Province")

AND:

TECHNICAL SAFETY AUTHORITY OF SASKATCHEWAN, incorporated pursuant to *The Technical Safety Authority of Saskatchewan Act* (hereinafter the "Authority")

WHEREAS the Province wishes to maintain and enhance public safety, be responsive to client and industry needs, and support economic growth;

AND WHEREAS the Province wishes to increase industry involvement in technical safety matters;

AND WHEREAS *The Technical Safety Authority of Saskatchewan Act* provides for the delegation to an authority of the administration of regulated work as defined in *The Amusement Ride Safety Act*, *The Boiler and Pressure Vessel Act, 1999*, and *The Passenger and Freight Elevator Act*;

AND WHEREAS the Authority, incorporated under *The Technical Safety Authority of Saskatchewan Act*, wishes to accept such a delegation and to provide safety services to the public with respect to regulated work;

AND WHEREAS the parties wish to enter into the Agreement to establish the rights and responsibilities of the parties and the terms and conditions for the delegation to the Authority of administration of the Safety Statues in accordance with *The Technical Safety Authority of Saskatchewan Act*;

NOW THEREFORE, the Parties agree as follows:

1.0 INTERPRETATION

1.01 In this Agreement:

- (a) "**Act**" means *The Technical Safety Authority of Saskatchewan Act* and includes all regulations enacted under it;
- (b) "**Agreement**" means this agreement and includes the recitals and the schedules to this agreement;

- (c) "**Authority**" means the Technical Safety Authority of Saskatchewan, established pursuant to section 3 of *The Technical Safety Authority of Saskatchewan Act*;
- (d) "**Effective Date**" means, the date of execution of this agreement;
- (e) "**New Records**" means all records obtained or created by the Authority in the course of carrying out its administration of the provisions of the Safety Statutes, the Act and this Agreement;
- (f) "**Provincial Records**" means any record created by or for the Province in administering the Safety Statutes, but does not include Transferred Records;
- (g) "**Records**" means records as defined in The Freedom of Information and Protection of Privacy Act;
- (h) "**Safety Statutes**" means *The Amusement Ride Safety Act, The Boiler and Pressure Vessel Act, 1999, and The Passenger and Freight Elevator Act* and includes all regulations made pursuant to those Acts as well as any act or regulation which replaces or supersedes any existing legislation;
- (i) "**Term**" means the period described in article 3.0, and includes any renewal period pursuant to section 3.01; and,
- (j) "**Transferred Records**" means Provincial Records transferred to the Authority in accordance with subsection 29(1) of the Act.

1.02 Unless otherwise stated, the Definitions found in the Act, and the regulations referenced therein, apply to this Agreement.

1.03 The following Schedules are attached to and form part of this Agreement:

- Schedule "A" - Business Plan and Annual Report Requirements
- Schedule "B" is repealed
- Schedule "C" - Terms of Transfer of Employment - In-Scope Employees
- Schedule "D" - Terms of Transfer of Employment - Out-of-Scope Employees

2.0 PURPOSE OF THE AGREEMENT

2.01 The parties agree that the purpose of this Agreement is to satisfy the requirements of section 25 of the Act to provide for a safety standards agreement to establish the rights and responsibilities of the parties in respect of the delegation to the Authority of the administration of the provisions of the Safety Statutes.

3.0 TERM

- 3.01 Except as otherwise provided herein, the term of this Agreement shall be for ten (10) years, commencing on the Effective Date.
- 3.02 At any time prior to the expiration of the term mentioned in section 4.01, the Parties may agree to extend the term of the Agreement for any further period of time. Any such extension must be in writing, and unless otherwise agreed to in writing, all of the terms and conditions of this Agreement shall continue in force in any such extension.
- 3.03 The parties will meet for the purposes of reviewing the working of this Agreement and to recommend whether changes should be considered, at or near the anniversary of the effective date.

4.0 DELEGATED ADMINISTRATION

- 4.01 In accordance with subsection 25(1) of the Act, by entering into this Agreement, the administration of the Safety Statutes is delegated from the Province to the Authority, and the Authority is responsible for and shall carry out the administration of the Safety Statutes in accordance with the Act, the Safety Statutes and this Agreement.
- 4.02 In accordance with subsection 25(3) (c) of the Act, the Authority accepts its responsibility to exercise the powers and fulfil the duties delegated to the Authority pursuant to the Act and this Agreement.

5.0 OBLIGATIONS OF THE PARTIES

- 5.01 Nothing in this Agreement shall be interpreted to affect the Province's ability to legislate in regard to matters which may impact the Authority, and for further clarity, the Province retains sole responsibility for amending the Act, enacting safety statutes and regulations as it deems appropriate.
- 5.02 The Province may, at any time in its sole discretion, and at its expense, retain independent auditors or contractors to conduct an audit or review of the finances, the business or the operations of the Authority.
- 5.03 The Authority shall:
- (a) administer, perform and fulfil all duties, obligations and responsibilities under the Act, the Safety Statutes, and this Agreement and, except as may otherwise be provided for in this Agreement, is responsible for all liability which may arise as a result of carrying out those duties, obligations and responsibilities;

- (b) use its best efforts to meet the expected safety outcomes and performance objectives set out in section 6 herein. Where the Authority believes it will not meet any expected safety outcome or performance objective it will immediately notify the Province;
- (c) work collaboratively with the Province on all matters in respect of its administration of the provisions of the Act and the Safety Statutes;
- (d) work with local governments, other provincial governments, the Government of Canada, and compliance monitoring agencies in revising or developing codes related to the administration of the provisions of the Act and the Safety Statutes;
- (e) provide written recommendations and technical advice to the Province for safety related legislative, regulatory and policy initiatives and amendments in relation to the Safety Statutes, as these issues are identified by the Authority or required by the province;
- (f) provide information and reports to the Province on any matters involving the exercise of powers of the fulfillment of any duties delegated to the Authority under the Act and this agreement;
- (g) ensure that its business plan addresses the requirements described in Schedule "A", and, is shared in draft format with the Province at least one month in advance of the date it is made available to the public under the Act; and,
- (h) ensure that the annual report contains detailed information addressing the elements listed in Schedule "A" to the Province's reasonable satisfaction.

5.04 The Province shall:

- (a) Work collaboratively with and where practicable, advise or consult with the Authority on matters of common interest; and,
- (b) Where practicable, provide reasonable notice when requesting information from the Authority.

6.0 REPORTING AND OBJECTIVES

- 6.01 The Authority agrees to operate and to govern its activities and actions with the goal of advancing public safety within all the technologies it regulates.

- 6.02 The Authority agrees to provide a quarterly report to the Province, containing the following information:
- (a) The total number of inspections conducted during the reporting period;
 - (b) The total number of accidents reported to the Authority since the last report;
 - (c) Details related to any corrective action reports published or issued during the reporting period; and,
 - (d) The number of inspections required to be completed where the required inspection interval has been exceeded.
- 6.03 The Authority agrees to continue to develop a risk informed model for the assessment and mitigation of risk in technologies the Authority regulates. The Authority further agrees to provide an update upon the movement to a risk informed strategy in each annual report.
- 6.04 The Authority will continue to implement a Quality Management System (QMS) approach to the inspection of boilers and pressure vessels with oversight as appropriate. The Authority further agrees to report upon the percentage of equipment inspected within the QMS program as part of the Annual Report.
- 6.05 The Authority agrees to investigate and advise the Province of any accidents in order to determine causation as far as possible and in order to resolve systemic issues through directions, orders, alerts, findings or initiatives.

For the purposes of this section, an "accident" is defined as:

- (a) An explosion, serious fire, rupture or serious overheating of a boiler, pressure vessel, refrigeration plant or pressure piping system; or,
 - (b) Any accident that causes death or serious injury which involves equipment that the Authority regulates.
- 6.06 The Authority will operate in a manner which is responsive to its customers and stakeholders. The Authority will review customer service levels on an ongoing basis and will strive to achieve the highest levels of customer service within the limits of the Authority's fiscal and regulatory obligations.
- 6.07 The Authority will pursue educational and communications initiatives with those that own and operate equipment regulated by the Authority. The Authority will also engage with industry technical groups both within and outside the Province in order to promote and develop unified technical safety standards and in order to promote the Authority as a leading safety regulator.

7.0 FINANCIAL TERMS

- 7.01 The Authority agrees that it will use any funding provided to it by the Province solely for the purposes of fulfilling its duties, obligations and responsibilities under the Act and this Agreement.
- 7.02 The Authority will ensure that it has adequate financial and other resources to carry out its obligations under this Agreement and its administration of the provisions of the Act, all in accordance with its business plan.
- 7.03 The Authority shall ensure that its accounting systems and financial statements will be prepared according to Generally Accepted Accounting Practices (GAAP).
- 7.04 The Authority agrees to achieve and to maintain a surplus or reserve as determined sufficient by the Authority, provided such surplus or reserve is not less than an amount sufficient to sustain the operating costs of the Authority for a period of four (4) months. The surplus may be comprised of a net asset account containing a minimum of \$600,000 and the remainder of the reserve to be funded through audited deferred revenues.

8.0 TRANSFER OF ASSETS

- 8.01 In this Article:
- (a) "**Assets**" means those assets transferred from the Province to the Authority under section 29 of the Act;
 - (b) "**Contracts**" means those contracts transferred and assigned from the Province to the Authority under section 29 of the Act; and,
 - (c) "**Liabilities**" means those liabilities of the Province which are transferred to the Authority pursuant to section 29 of the Act.
- 8.02 The parties acknowledge that Assets, Contracts and Liabilities of the Province have been transferred to the Authority in accordance with section 29 of the Act.

9.0 EMPLOYEE TRANSFER

- 9.01 In this Article:
- (a) "**Employees**" means those employees of the Province who, pursuant to section 29 of the Act, have received letters of transfer of their employment to the Authority;

(b) "**In-Scope Employees**" means those Employees whose employment is governed by a collective bargaining agreement while employed with the Province; and,

(c) "**Out-of-Scope Employees**" means those Employees whose employment is not governed by a collective bargaining agreement while employed with the Province.

9.02 Employees transferred pursuant to section 29 of the Act shall have their employment with the Authority governed in accordance with the following:

(a) for In-Scope Employees, Schedule "C"; and,

(b) for Out-of-Scope Employees, Schedule "D".

9.03 Nothing in this Agreement shall be interpreted to limit the ability of the Authority to change the terms of employment of Employees from those contained herein as may be permitted by law.

10.0 RECORDS AND ACCESS

10.01 Should any of the Transferred Records contain information which may constitute or contain a legal opinion, advice or information which may constitute a privilege of cabinet the Authority agrees that, upon discovery of the information, it will notify the Province. The Authority agrees it will maintain the information in confidence and it will not copy or distribute it without the prior written consent of the Province. The Province's right to claim any common law, cabinet or solicitor and client privilege with respect to Transferred Records is not waived in any manner by the transfer of the Transferred Records to the Authority.

10.02 Subject to any restrictions which may be applicable by law, including *The Freedom of Information and Protection of Privacy Act* and *The Health Information Protection Act*, the Province will provide the Authority with access to Provincial Records that the Authority may require for its legitimate purposes in its administration of the provisions of the Safety Statutes and carrying out its duties and responsibilities pursuant to the Act and the Agreement. Notwithstanding the foregoing, the Province is not required to provide access to records disclosing legal advice, draft legislation or advice, analysis or recommendations to ministers or cabinet.

10.03 Subject to any restrictions which may be applicable by law, including *The Freedom of Information and Protection of Privacy Act* and *The Health Information Protection Act*, the Authority will provide the Province with access to and copies of the Transferred Records and any New Records that the Province may reasonably request.

- 10.04 If the Authority receives a request for access under *The Freedom of Information and Protection of Privacy Act* or *The Health Information Protection Act* for a Transferred Record, it will notify the Province of the request and consult with it before finally responding to the request.
- 10.05 If the Province receives a request for access pursuant to *The Freedom of Information and Protection of Privacy Act* or *The Health Information Protection Act* involving a Transferred Record, the Province will transfer the access request to the Authority and the Authority will respond to the request.
- 10.06 The parties will provide reasonable ongoing assistance to each other in respect of any request for access to a record under *The Freedom of Information and Protection of Privacy Act* or *The Health Information Protection Act*, including assistance in respect of any appeals or other actions taken in respect of such a request.
- 10.07 The parties may develop further protocols as to requests for access to records made under *The Freedom of Information and Protection of Privacy Act* or *The Health Information Protection Act* in respect of any matter in which the Province has been or may be involved under the Act, the Safety Statutes or this Agreement.

11.0 COMMUNICATIONS

- 11.01 In the event of a necessity to manage a critical safety issue under the Act, the parties agree as follows:
- (a) the Authority is responsible to advise the public of critical safety issues or events which may arise;
 - (b) the Authority will immediately notify the Province when it becomes aware of such critical safety issues or events;
 - (c) where requested, the Province will provide assistance and advice to the Authority in relation to the effectiveness and messaging for any critical safety issues which may arise; and,
 - (d) the Province and the Authority will consult on all non-urgent communication activities which may relate to the Safety Statutes.

12.0 Insurance

12.01 The Authority will, at its own expense and without limiting its liabilities under this agreement, provide and maintain the following insurances with insurers licensed in Saskatchewan:

- (a) commercial general liability insurance in an amount not less than \$2,000,000 (two million dollars) per occurrence, or such higher amount deemed necessary by the Authority, to insure against liability for the activities and operations conducted by the Authority, any person performing work on behalf of the Authority, and any others for whom the Authority is responsible in law. The commercial general liability insurance policy shall include the Province as an additional insured, and contain a severability of interests clause and a cross-liability clause; and,
- (b) professional liability insurance in an amount not less than \$5,000,000 (five million dollars) in aggregate, or such higher amount deemed necessary by the Authority.

12.02 As soon as reasonably practicable, the Authority shall notify the Province in writing of any changes to the insurance policies.

12.03 Evidence of all required insurance, in a form acceptable to the Province, shall be promptly provided to the Province on request.

12.04 The Province may, from time to time, by notice to the Authority, require the Authority to change the quantum or nature of insurance held by the Authority.

13.0 INDEMNITY

13.01 The Authority shall indemnify and save harmless the Province, its servants, employees, contractors and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings suffered or incurred by or brought against the Province attributable to or arising out of anything done or omitted to be done by the Authority, its employees, contractors or agents on or after the Effective Date and which relates to or arises out of the Authority's administration of the Safety Statutes, or carrying out its duties and responsibilities under the Act or this Agreement.

13.02 The Province shall indemnify and save harmless the Authority, its servants, employees, contractors and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or other proceeding suffered or incurred by or brought against the Authority attributable to or arising out of anything done or omitted to be done by the Province, its employees, contractors or agents prior to the Effective Date and which relates to or arises out of the Province's administration of the Safety Statutes.

14.0 DISPUTE RESOLUTION

- 14.01 In the event of a dispute between the parties, the parties shall, acting reasonably and in good faith, use reasonable efforts to resolve the dispute between them, in the first instance, between the Assistant Deputy Minister of the Government Relations, on behalf of the Province, and the Chief Executive Officer of the Authority, on behalf of the Authority.
- 14.02 If the dispute cannot be resolved in accordance with section 15.01, the parties shall, acting reasonably and in good faith, use reasonable efforts to resolve the dispute between the Deputy Minister of the Ministry of Government Relations, on behalf of the Province, and the Chairperson of the Board, on behalf of the Authority.
- 14.03 The parties agree that the resolution of disputes shall be guided by the interests of public safety, and the need to administer the Safety Statutes and carry out their respective responsibilities pursuant to the Act and this Agreement in a manner that serves the interests of public safety.

15.0 LITIGATION

- 15.01 Any action or proceeding, including inquests, relating to the Act, Agreement or the Safety Statutes or the exercise by the Authority of its powers thereunder, commenced after the Effective Date and which relate to any act or omission, or any alleged act or omission of the Authority, will be defended by or otherwise carried out by the Authority, and the Authority will be responsible for all costs of the litigation and the payment of any settlement costs or damages, subject to any order of a court or tribunal of competent jurisdiction or to any agreement of the parties.
- 15.02 The Province reserves the right to defend any action or proceeding mentioned in section 15.01 on its own behalf and at its own cost where it determines that it has an independent interest in the action or proceeding, or portion thereof.
- 15.03 The Province will, where appropriate, cooperate with the Authority for the purpose of the Authority's defense or other participation in any action or proceeding mentioned in section 15.03.
- 15.04 The Authority shall notify the Province in writing and keep the Province informed of any civil, administrative or criminal actions or proceedings involving the Authority.

16.0 TERMINATION OF THIS AGREEMENT

16.01 The Province may terminate this Agreement immediately in the event:

- (a) the Authority becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force relating to bankrupt or insolvent debtors;
- (b) a receiving order is made against the Authority or the Authority makes an assignment for the general benefit of its creditors;
- (c) an order is made or a resolution passed for the winding-up of the Authority.

16.02 In the event the Authority fails to comply with the Act, this Agreement, or fails to administer the Safety Statutes, the Province may give the Authority notice to remedy the failure to comply or to make progress satisfactory to the Province toward remedying the failure to comply. The Authority will have a reasonable period of time as set out in the notice to remedy the failure or make satisfactory progress toward remedying the failure to comply. Should the Authority fail to rectify to the reasonable satisfaction of the Province, the Province may terminate the Agreement.

16.03 Either party may terminate this Agreement on twelve (12) months prior written notice of termination to the other party.

16.04 In the event of termination/expiration of this agreement, the Authority agrees:

- (a) to preserve and turn over or assign to the Province, or to any person designated by the Province, all assets, contracts, property, Records and other rights or interests of the Authority which are determined by the Province to be necessary to maintain the administration of the Act or the Safety Statutes; and,
- (b) to assist in the transfer of any employees to the Province or a person designated by the Province.

17.0 MISCELLANEOUS

17.01 This Agreement may be amended only by written agreement between the parties.

17.02 This Agreement and any subsequent amendment to this Agreement will be public documents which may be disseminated by either party to any person and by any means.

17.03 This Agreement shall be interpreted and applied in the courts and according to the laws in force in the Province of Saskatchewan.

17.04 Time is of the essence in this Agreement

- 17.05 The Authority shall not assign, delegate or subcontract its powers or responsibilities under the Act, the Agreement or the Safety Statutes except as may be permitted by the Act and with the prior written consent of the Province.
- 17.06 Notwithstanding section 17.05, the Province's prior written consent is not required for the Authority to appoint special inspectors pursuant to *The Boiler and Pressure Vessel Act, 1999* and *The Amusement Safety Ride Act*.
- 17.07 The headings in this document have been included for convenience only and are not an aid in the interpretation of this document.
- 17.08 If any provision of this Agreement is invalid or unenforceable to any extent, the remainder of this Agreement will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.
- 17.09 Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the expiry or termination of the Agreement shall continue after such expiry or termination, including without limitation:
- (a) Article 10.0 Records and Access;
 - (b) Article 12.0 Insurance;
 - (c) Article 13.0 Indemnity;
 - (d) Article 15.0 Litigation; and,
 - (e) Article 16.0 Termination of This Agreement.
- 17.10 This Agreement shall be for the benefit of and binds the successors and permitted assigns of the parties.
- 17.11 This Agreement and the Schedules constitutes the entire agreement between the parties.
- 17.12 In the event of conflicts or inconsistencies between anything contained in this Agreement and any Schedule, the Agreement takes precedence.
- 17.13 This agreement may be executed in counterpart and may be delivered by electronic facsimile.

18.0 NOTICE

20.1 Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and may be delivered, or sent by certified mail addressed to:

(a) In the case of the Province:
Deputy Minister
Ministry of Government Relations
10th Floor, 1855 Victoria Avenue
Regina, Saskatchewan S4P 3T2

(b) In the case of the Authority:

Chief Executive Officer
Technical Safety Authority of Saskatchewan
2202 2nd Avenue
Regina, Saskatchewan S4R 1K3

and if so delivered shall be deemed to have been given when delivered, and if so mailed shall be deemed to have been given on the third business day after the date of mailing except in the case of a mail strike or other disruption of postal service in which case it shall be deemed to have been given on the third business day after such strike or disruption ceases.

18.02 Either party may change its address hereunder by giving the other party written notice of the change.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

Date: June 23, 2015)

HER MAJESTY THE QUEEN
in the Right of Saskatchewan,
as represented by the Minister
of Government Relations

Darlene Kolenchuk
Witness

Per: [Signature]

Date: July 3, 2015)

Technical Safety Authority of
Saskatchewan

K. Moldenhauer
Witness

Per: [Signature]

SCHEDULE "A"

Business Plan and Annual Report Requirements

Business Plan Requirements

The Business Plan of the Technical Safety Authority of Saskatchewan shall, at a minimum, include descriptions of the following:

1. Organizational Overview (including Mission Statement, Vision, and Core Values)
2. Service Description
3. Performance Measures and Outcomes
4. Governance, Management, and Personnel
5. Financial Plan
6. Key Strategic Issues and Risks

Annual Report Requirements

The Annual Report of the Saskatchewan Technical Safety Authority shall, at a minimum, include the following:

1. Message from the Chair
2. CEO's Report
3. Organizational Overview
4. Report on Performance and Outcomes
5. Consolidated Financial Statements (Audited)
6. Names of Directors and Officers

SCHEDULE "C"

TERMS OF TRANSFER OF EMPLOYMENT – IN-SCOPE EMPLOYEES

Letter of Understanding #2010-05

Between

**The Saskatchewan Government and General Employees' Union
(herein referred to as "the Union")**

And

**The Public Service Commission
(herein referred to as "the PSC")**

And

**The Technical Safety Authority of Saskatchewan
(herein referred to as "the Authority")**

RE: The Transfer of Employees From The Ministry of Corrections, Public Safety and Policing to the Technical Safety Authority of Saskatchewan

The parties to this Letter of Understanding agree as follows:

1. All in-scope employees of the Licensing and Inspection Branch of the Ministry of Corrections, Public Safety and Policing shall be transferred to the Technical Safety Authority of Saskatchewan on the later of July 1, 2010 or the date that the safety standards agreement to be entered into between the Technical Safety Authority of Saskatchewan and the Minister of Corrections, Public Safety and Policing on behalf of the Government of Saskatchewan pursuant to section 25 of *The Technical Safety Authority of Saskatchewan Act* becomes effective.
2. The transfer of employees is conducted under the authority of, and in accordance with, the provisions of subsections 29 (2) and (3) of *The Technical Safety Authority of Saskatchewan Act* and as a result all transferred employees, upon transfer, shall cease to be employees of the Government of Saskatchewan and shall become employees of the Technical Safety Authority of Saskatchewan.
3. Section 37 of *The Trade Union Act* applies to the transfer of employees. Upon transfer the employees shall remain within the SGEU - PS/GE collective bargaining unit and the PS/GE collective agreement shall govern the employment relationship between the Authority and the transferred employees.
4. Effective the date of transfer the Technical Safety Authority of Saskatchewan shall be an "agency" in accordance with Article 2.1 of the PS/GE collective agreement.

5. Should the Technical Safety Authority of Saskatchewan wish to pursue a separate bargaining unit within SGEU in accordance with subsection 37(2) of *The Trade Union Act*, the Authority shall provide the SGEU with at least 90 days notice if the Authority intends to do so.
6. The following terms and conditions shall apply to the transfer and the transferred employees:
- a) Transferred employees shall maintain their employment status, classification, rate of pay, hours of work arrangements, increment date and benefits as currently provided by the PS/GE collective agreement.
 - b) Transferred employees shall carry over earned sick leave, earned days off, earned vacation leave, vacation leave entitlements, service for the purpose of calculating severance and all seniority earned while an employee of Executive Government in accordance with the PS/GE collective agreement.
 - c) Transferred employees currently serving a probationary period with the Ministry of Corrections, Public Safety and Policing shall complete their probationary period with the Authority. If a transferred employee is on subsequent probation on date of transfer, and if that transferred employee fails on subsequent probation, reversion rights apply in accordance with the provisions of the PS/GE collective agreement.
 - d) Transferred employees not on probation on transfer shall not be required to serve a new probationary period.
 - e) All earned overtime accumulated by the transferred employees shall be transferred to the Authority in accordance with the provisions of the PS/GE collective agreement and at the appropriate premium rate effective the date of transfer.
 - f) Transferred employees on an approved definite leave of absence prior to transfer will have their leave of absence honored by the Authority. Upon completion of the definite leave the transferred employee shall be reinstated in accordance with Article 18.3 of the collective agreement.
 - g) Prior to the date of transfer the parties shall finalize the list of employees to be transferred. The parties agree that for each transferred employee listed the following information, where applicable, becomes part of the Letter of Understanding:
 - increment date
 - current salary
 - date for next increment
 - seniority date
 - any arrangements or assignments in existence and expiry date for:
 - job share
 - variable hours
 - Temporary Assignment of Higher Duties (TAHD)
 - probationary period expiry date
 - definite leave of absence and expiry date
 - Term employee employment expiry date
 - re-employment rights and expiry date

- h) All transferred employees who are contributing members of the Public Service Superannuation Plan or the Public Employees Pension Plan shall continue to participate in the plans.
- i) All transferred employees shall continue as members of the Dental, Extended Health and Group Life benefit plans and retain the same benefits under those plans upon transfer.
- j) All transferred employees shall remain members in the SGEU Long Term Disability Plan.

**Signed on behalf of the Government
of Saskatchewan – Public Service
Commission**

Date

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

Chair, PS/GE Bargaining Unit

Date

The Technical Safety Authority of Saskatchewan

Per: _____

Per: _____

Date

President, SGEU

Date

SCHEDULE "D"
TERMS OF EMPLOYMENT: OUT-OF-SCOPE EMPLOYEES
TECHNICAL SAFETY AUTHORITY OF SASKATCHEWAN

Letter of Commitment

**Terms and Conditions of Employment Applicable to Employees In A Managerial Capacity at The
Technical Safety Authority of Saskatchewan**

Preamble

The Technical Safety Authority of Saskatchewan is keenly aware of and acknowledges the contributions of those employees who function in a managerial capacity of the organization and hence, are outside of the scope of the collective agreement. Collectively their contributions are instrumental to ensuring TSASK provides a workplace that is progressive, inclusive and respectful for all its employees.

Commitment

Effective the effective date of transfer of employees to The Technical Safety Authority of Saskatchewan, the Authority hereby commits to recognize and abide by the terms and conditions of employment applicable to transferred employees excluded from the collective bargaining agreement (out-of-scope) as they existed immediately prior to the effective date of transfer, including those specified in the Appendix attached. These terms and conditions of employment are of the type and nature applicable to excluded employees of the Executive Government of Saskatchewan and other public service employers. The Technical Safety Authority of Saskatchewan will conduct a continuous best practices review of all of its corporate human resource policies and practices and will initiate and implement adjustments and enhancements to the terms and conditions of employment that are proven to be appropriate and in the best interests of the Authority and its employees.

Effective the effective date of transfer of excluded employees to the Technical Safety Authority of Saskatchewan the terms and conditions of employment as described in the Appendix shall continue to apply to the transferred excluded employees and their application and administration and all benefit levels shall be the same as with Executive Government. The Authority, in accordance with *The Technical Safety Authority of Saskatchewan Act*, and with sufficient and appropriate notice, may amend the terms and conditions of employment applicable to excluded employees.

Technical Safety Authority of Saskatchewan

Per: _____

Witness

Per: _____

Witness

Date: _____

APPENDIX

Technical Safety Authority of Saskatchewan (herein "the Authority") - Terms and Conditions of Employment Applicable to Employees In A Managerial Function

A. Filling Vacancies and Probation

Terms and conditions:

- The Authority:
 - Will apply current recruitment and selection practices to identify the most qualified candidates for existing and newly created out of scope positions and shall appoint selected candidates to all positions in the Authority.
 - May fill a vacant position on a temporary basis and may terminate the employment of the temporary employee before the expiry of the employment period.
 - Shall establish a probationary period for every position in the Authority and the employee's performance shall be assessed as the final step in the staffing process before making an appointment.
 - Will confirm the appointment of a probationary employee at the completion of the employee's probationary period on documentation of satisfactory performance.

B. Managing Performance and Results

Terms and conditions:

- The Authority:
 - Is committed to providing on-going discussions on the strategic direction of the organization and the roles that individuals play to contribute to corporate success. All reasonable efforts will be made to ensure clear understanding of roles, responsibilities and expectations of employees.
 - Will hold its managerial employees accountable for their actions and when appropriate, recognize employees for their accomplishments. Where necessary will take corrective action to align performance with expectations.
 - Will uphold a high standard for professional conduct. When this is not met, the Authority may dismiss an employee for misconduct or where it is in the interests of the Authority to do so.
 - May lay-off employees where there is a shortage of work or funds, the position is abolished or there are material changes in the responsibilities of the position or the Authority.

C. Classification, Compensation and Benefits

Terms and conditions:

- The Authority:
 - Will apply a proven classification and compensation structure to all positions that manage people, programs and/or processes at the Authority.
 - Shall allocate or classify all excluded positions in the Authority that includes provisions for requesting a classification review and an appeal process.
 - Shall establish compensation and salary administration policies and procedures pertaining to appointment, promotion, demotion and reclassification.
 - May establish temporary salary supplements for positions or classes of positions in the

Authority and establish the corresponding policies and procedures to support the administration of such supplements.

- Shall establish policies and procedures respecting:
 - salary structure adjustments
 - in-range salary adjustments
 - performance-based compensation (performance pay)

In addition to the above, the Authority will provide the following benefits for its managerial employees:

- Support options that provide a general corporate benefit such as:
 - employee and family assistance
 - flexible benefit account
- Provide the following employee group benefit plans:
 - Superannuation as administered by the Public Employees Benefits Agency (PEBA)
 - Public Service Superannuation Plan (PSSP)
 - Public Employees Pension Plan (PEPP)
 - Dental coverage
 - Extended Health Care
 - Disability Income
 - Life Insurance

D. Working Conditions

Terms and conditions:

- The hours of work for the Authority's managerial employees are unregulated. These roles focus on desired results and outcomes, and not on the hours required to perform the duties and responsibilities expected of the position. As such, it is the responsibility of each managerial employee to prioritize their time so they can achieve work results while also finding balance with their life outside of the Authority.
- Managerial employees will observe ten designated holidays that are followed provincially plus one additional day each year as designated by the Authority.
- All out of scope positions of the Authority shall require the completion of a criminal record check (CRC). The CRC will be retained as part of the employee's official file in Human Resources.
- Where an Act or the Authority requires an employee to be a member of a professional association, the Authority shall pay or reimburse the employee for the cost of the professional fee.
- The Authority shall establish policies and procedures respecting:
 - conflict of interest and code of conduct
 - travel allowances when the employee is required to be away from their usual place of work
 - flexible work arrangements
 - scheduled days off (SDO)

E. Workplace Policies

In order to support a work environment that is inclusive and respectful of the diverse nature of its employees, the Authority shall establish the following workplace policies:

- Code of conduct and maintaining a respectful workplace
- Violence in the workplace - protection of employees
- Anti-harassment
- Corrective discipline and performance improvement
- Acceptable use of technology
- Alcohol and drugs in the workplace
- Accommodation of persons with disabilities

F. Workplace Absences

The Authority is committed to ensuring its employees maintain a healthy frame of mind while balancing workplace demands with life outside of TSASK. In order to accomplish this, the Authority will provide the following forms of paid and unpaid leave to address such demands:

i) Vacation Leave

The Authority shall recognize prior service with specific public sector entities, for the purpose of determining vacation leave entitlement with the Authority. Consideration will be given to:

- service with the Executive Government of Saskatchewan
- any board, commission or crown corporation of the Government of Saskatchewan
- other service and other service with related organizations and entities as specified and authorized by the Authority

In addition, the Authority will develop policies and procedures for granting and directing vacation leave, carry-over, pay-out, vacation pay and other special provisions as appropriate.

ii) Sick Leave

The Authority will provide its out of scope employees with 15 paid sick leave days per at the beginning of each fiscal year, or a prorated amount of 1.25 days per month for each completed month of service. Unused sick leave credits shall be accumulated. Policies and procedures respecting the:

- granting and approving of sick leave
- use of sick leave during planned vacation leave
- requirement for medical certificate
- ability to draw on future sick leave credits
- other special provisions as appropriate will be developed.

iii) Pressing Necessity Leave- Leave for Personal/Family Matters

The Authority shall establish policies and procedures respecting leave of absence with pay chargeable to an employee's sick leave credits for purposes and reasons of pressing necessity, personal matters and family responsibilities (personal/family leave).

iv) Leave of Absence Without/With Pay

The Authority shall establish policies and procedures respecting:

- definite and indefinite leave of absence without pay
- leave of absence without pay for maternity, paternity, adoption, prolonged illness
- leave of absence with pay
- education leave, including assistance allowances; use of vacation leave, return in service commitment
- application of benefits during leave of absence

The Authority shall establish a workers' compensation leave benefit program when an employee is injured or contracts an industrial illness in the performance of the employee's duties and responsibilities for the Authority, and the accident or illness is compensable pursuant to *The Workers' Compensation Act, 2013*.