

# **COLLECTIVE BARGAINING AGREEMENT**

Between Tourism Saskatchewan And Saskatchewan  
Government And General Employees' Union

**SGEU**

EFFECTIVE  
October 1, 2024 –  
September 30, 2027

**TOURISM**   
**Saskatchewan** |   
**CANADA**

**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOURISM SASKATCHEWAN**

**AND**

**SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 2950**

**OCTOBER 1, 2024 TO SEPTEMBER 30, 2027**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 28 day of November, 2025.**

**between**

**TOURISM SASKATCHEWAN  
hereinafter referred to as "the Employer"**

**PARTY OF THE FIRST PART**

**and**

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION  
hereinafter referred to as "the Union"**

**PARTY OF THE SECOND PART**

**PREAMBLE**

Whereas it is the desire of the parties to this Agreement to maintain the existing harmonious relationship between Tourism Saskatchewan and the members of the Union, to promote cooperation and understanding between Tourism Saskatchewan and the Employees, and to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and scale of wages to encourage economy of operations and elimination of waste, and to promote the morale, well-being and security of the Employees of Tourism Saskatchewan.

Now therefore, this Agreement witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisions herein contained, the parties hereto agree as follows:

**ARTICLE 1      DEFINITIONS**

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

1.1      **Defined** Hours are pre-determined percentage of full-time hours worked by a less-than-full-time Employee that remain consistent from one pay period to the next.

1.2      **Continuous Service/Employment**

All Employees transferred to the Tourism Saskatchewan through formal transfer agreement between the parties, will have their years of service with the employer they transferred from counted when calculating continuous employment with this employer.

- 1.3 **Demotion** is defined as the movement of an Employee from a position in one Pay Band to a position in another Pay Band with a lower maximum hourly wage.
- 1.4 **Employee** or **Employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 2.
- 1.5 **The Employer** means Tourism Saskatchewan.
- 1.6 **Extended Hours** means the Employee or Employer may request, with mutual agreement, to accumulate up to an additional eight (8) hours in each two (2) or three (3) week period, depending on the Employee's hours of work designation. These hours are banked, or paid out at straight time at the request of the employee within the fiscal year.
- 1.7 **FAM Trips** refer to travel where an Employee participates in a product knowledge tour or when an Employee escorts a group on a product knowledge tour.
- 1.8 The **Fiscal Year** of Tourism Saskatchewan ends each March 31.
- 1.9 **Flextime** means the opportunity to vary normal hours of Office Employees subject to Articles 9.2.1 and 9.2.3 subject to approval by their Manager.
- 1.10 **Full-time** means an Employee who works full-time hours on a regularly scheduled basis.
- 1.11 **Gender - they, them, their(s), themselves are gender-neutral or gender-inclusive pronouns that do not associate a gender with the individual(s) being referenced and can be used in both singular or plural cases.**
- 1.12 **Headquarters** means each distinct geographic location of Tourism Saskatchewan operations.
- 1.13 **Job Evaluation Plan** means and includes the bands of jobs, the factor ratings, and the rules for the continuous administration of the amendments thereto.
- 1.14 **Less-than-full-time** means an office Employee who works less than 1,872 hours per fiscal year, or a field Employee who works less than 1,941 hours per fiscal year, although either may work full-time hours during part of the year. **A field employee who has been approved, in accordance with Article 9.5, to work 1872 hours per fiscal year is considered a full-time employee.** "Office" and "field" are as defined in Article 9 including statutory holidays and earned days off.

- 1.15        **Manager** means the first level of management which is out-of-scope of this Agreement. In-scope managers do not have the authority to interpret this agreement on behalf of the Employer.
- 1.16        **The Parties** means the parties to this Agreement, *i.e.*, the Employer and the Union.
- 1.17        **Pay Plan** means the scale of wages as contained in Schedule "A" and the rules governing its application as contained in Article 10.
- 1.18        **Permanent Employee** means an Employee who has completed a probationary period from date of hire and accrues seniority.
- 1.19        **President** means the Chief Executive Officer of Tourism Saskatchewan.
- 1.20        **Professional Development** means optional activities undertaken by an Employee to upgrade current skills and/or to develop new skills.
- 1.21        **Promotion** means the movement of an Employee from a position in one Pay Band to a position in another Pay Band with a higher maximum hourly wage.
- 1.22        **Temporary Vacancy** means a vacancy that occurs as a result of a full-time employee or a less-than-full-time employee taking a leave of absence or being granted a leave.
- 1.23        **Term** means a position of a short nature, with a specific work assignment. The tenure of employment is limited to a defined period of time with a specific start and end date. Details must be outlined in the letter of offer. The parties may agree to extend the duration of the position as required.
- 1.24        **Transfer** means the movement of an Employee to another position in the same Pay Band with the same maximum hourly rate.
- 1.25        **Training** means required activities undertaken by an Employee to upgrade current skills and/or to develop new skills.
- 1.26        **Undefined Hours** are irregular hours worked by a less-than-full-time Employee that may change from one pay period to the next.
- 1.27        **Union** means the Saskatchewan Government and General Employees' Union (SGEU) representing the Employees of Tourism Saskatchewan.
- 1.28        **Union/Management Committee (UMC)** means a group of designated Union and Management representatives that meet on a regular basis in a proactive manner to ensure harmonious working relationships.

1.29            **Unregulated Hours** means hours within a day, or series of days, which may or may not exceed normal office hours and are subject to Article 9.5.1.

1.30            A **Work Unit** is all of the Employees who work under a particular Manager.

## **ARTICLE 2        SCOPE**

### **2.1                Scope**

This Agreement shall be applied to all Employees, including Supervisory Employees as defined by the Saskatchewan Employment Act, of Tourism Saskatchewan with the following exceptions:

- a)        **Vice-Presidents** and Chief Financial Officer
- b)        **Executive Directors**
- c)        Directors
- d)        **Managers**
- e)        Executive Assistant, (Marketing and Communications)
- f)        Executive Assistant (Executive Office and Corporate Services)
- g)        Executive Assistant (Destination and Workforce Development)
- h)        Members of the Board of Directors
- i)        People who have been employed less than thirty (30) occasions in a fiscal year.
- j)        Chief Executive Officer
- k)        Senior Consultant, Strategy and Intergovernmental Relations, Planning and Research
- l)        **Senior Consultant, Strategic Planning and Policy, Planning and Research**

Criteria for determining scope status shall be as set out in Part VI of The Saskatchewan Employment Act. **Should an agreement not be reached in accordance with Article 14.4, the Parties may refer the dispute to the Labour Relations Board for decision.**

## **ARTICLE 3      UNION SECURITY**

### **3.1              Recognition**

Tourism Saskatchewan agrees to recognize the Saskatchewan Government and General Employees' Union as the sole and exclusive collective bargaining agent for the Employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives in any and all matters pertaining to working conditions.

No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer's representatives without the proper authorization of the Union. The Union will provide the Employer with the name of its officers. The Employer shall provide the Union with a list of personnel with whom the Union may be required to transact business.

No individual Employee will be permitted or required to make a written or verbal agreement with the Employer or Employer representative which may conflict with the terms of this Agreement.

### **3.2              Job Security**

The Employer agrees that all work or services performed by the Employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit Employees, except where mutually agreed by the parties. Existing historical employment practices related to contracting work out will not be restricted by this provision.

### **3.3              Contracting Out**

While it is not the intent of the Employer to enter into contracting out of work arrangements at Tourism Saskatchewan, if such work arrangements are being considered, the Employer will meet with the Union and discuss the intent to contract out the work. Any contracting out arrangements will not exceed ninety (90) days full time equivalent, with extension option when agreed to by the parties. Historical practices of contracting out will be documented and included as a Letter of Understanding with this agreement.

### **3.4              No Discrimination**

Without being limited to the specifics of the following, the Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any Employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age

(18 or more), race or **perceived race**, creed, colour, nationality, **place of origin**, political, family **status**, **religion**, sex, marital status, sexual orientation, gender identity, disabilities, **receipt of public assistance**, **ancestry**, nor by reason of membership or activity in the Union.

### 3.5 **Maintenance of Membership**

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

### 3.6 **Employer to Deduct and Remit Dues**

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

The Employer shall remit the same to the Executive Director of Operations of the Union prior to the 20th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, **pay band, hourly rate of pay, position, status**, and addresses of Employees from whose wages the deductions have been made. Such list shall be transferred electronically from the Employer to the Union in a format provided by the Union.

### 3.7 **Monthly Statement**

A monthly statement shall also be forwarded to the Executive Director of Operations of the Union showing the names of all new Employees covered by this Agreement hired during the month, their date of hire, employment status, classification and rate of pay, and the names of all Employees who have terminated employment and their date of severance, and a list of those Employees who have completed probation.

3.8 **Change in Union Dues**

Written notice of any change in the amount of monthly dues must be given to the Employer by the Union at least thirty (30) calendar days in advance of the date that the change is to be effective. The deduction shall be remitted in accordance with Article 3.6 during the month next following notice of the change.

3.9 **Refusal to Cross Picket Lines**

At locations other than the Employer's offices, Employees shall have the right to refuse to cross a legal picket line arising out of a labour dispute.

3.10 **Mandatory Drug Testing**

The Employer agrees that it will not implement a mandatory drug testing program for Employees, and that it will not submit Employees to medical surveillance. The Employer may, however, require a medical statement of fitness of any Employee returning to work after sick leave.

3.11 **T-4 Slips**

At the time Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each Union member.

3.12 **New Employees**

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment including those set out in this Article dealing with Union Security.

A representative of the Union shall be given 15 - 30 minutes during working hours to acquaint them with the benefits and duties of Union membership and for signing dues deduction authorization cards, etc.

3.13 **Employees Temporarily Performing Out-of-Scope Jobs**

An Employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement. **Appointments shall not exceed twenty-four (24) months unless the Parties agree to an extension.**

Assignments less than 60 days shall be subject to Article 10.6. Assignments longer than 60 days shall be paid in accordance to the management pay scale.

3.14            **Student Funding Programs**

When student funding programs are available to the Employer, the parties agree to allow the Employer to apply for such programs based on the rules of the program. Student term positions created under these programs do not need to be posted for internal competition and students employed under these programs will not earn seniority. Use of the Student Funding Programs must not result in the lay-off of any existing staff, or reduce the hours that would otherwise be available to existing staff.

3.15            **Volunteers, Work Placements, Job Transition Programs**

The Employer may use Non-employees who are not paid for their service on a temporary basis, provided that the use of such Non-employees must not result in the lay-off of any existing staff, or reduce the hours that would otherwise be available to existing staff.

3.16            **Union Access**

Employees shall have the right to the assistance of a Union representative(s) during discussions related to grievances or negotiations with respect to the Collective Bargaining Agreement. Such representative(s) shall have access to the Employees during working hours, and to the premises, in order to investigate and to assist in the settlement of any disputes/grievances.

3.17            **Union Use of Employer's Premises**

Subject to approval by the President or designate, the Employer may allow the Union to conduct educational and business functions for Employees on the Employer's premises during off hours. Such approval shall not be unreasonably withheld.

3.18            **Bulletin Boards**

The Employer shall make available to the Union a bulletin board in each work place so that the Employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the Employees. **The Union may use the Employer provided electronic site and email for Union Business. The Employer will provide a private and confidential dedicated Union email account.**

3.19            **Whistle Blowers Protection**

No Employee or Union official may be disciplined for publicizing any alleged wrongdoings within Tourism Saskatchewan, if a wrongdoing has been brought through the formal Union structure and provided the

Employer has been informed of such instances and has been given a reasonable opportunity to remedy any problems.

3.20            **Replacement Workers**

The Employer agrees that it will not hire replacement workers while any Employees of the Employer are locked out or on strike. The Employer will not contract out any bargaining unit work during the course of a labour-management dispute.

3.21            **Indemnity**

3.21.1        Except where the Employee's negligence or acts of malice have resulted in a judgement or settlement payment being made by Tourism Saskatchewan, the Employer agrees not to seek redress against an Employee whose act or acts, done in the ordinary course of his employment, results in a judgement or settlement payment being made by Tourism Saskatchewan.

3.21.2        The Employer agrees to provide legal counsel for an Employee against whom action is brought for acts done by the Employee in the ordinary course of his employment, provided the acts are done without negligence or malice and provided further that the Employee notifies the Employer within thirty (30) days of any incident, occurrence, or event which may lead to legal action against them and in the following circumstances:

- a)            When the Employee is first approached by any person or organization notifying them of intended legal action against them.
- b)            When the Employee decides to retain counsel in regard to the incident or course of events.
- c)            When information first becomes known to the Employee in the light of which they might reasonably consider that they might be the object of legal action.

3.21.3        In the event that an Employee wishes to retain counsel, the Employee shall so advise the Employer in writing. Within ten (10) working days of receipt of this information, the Employer shall advise the Employee in writing of its intention either to:

- a)            Provide and pay for legal services.
- b)            Pay for legal services from counsel whose selection the Employer approves.

3.22 **Union Space**

The Employer agrees to provide a private meeting space to the Union representatives, as required.

3.23 **Visitor Reception Centres**

**In the event the Employer reopens centres in the province that provide the similar service provided by the former Visitor Reception Centres, the Parties agree that the relevant provisions in the collective agreement expired September 30, 2024 will apply for this group of employees.**

**ARTICLE 4 APPOINTMENTS**

4.1 **Job Postings**

Posting will occur within ten (10) business days of the Employer being aware of the vacancy or new positions. If the Employer does not intend to fill the vacancy, notice of abeyance or abolition shall be given to the Union within the ten (10) business days. The Union will be afforded the opportunity to discuss the decision with the Employer.

Vacancies shall be posted internally for five (5) working days (or seven (7) calendar days) unless the Employer and the Union agree to a longer or shorter period.

A copy of each posting will be sent to:

- a) All active Employees.
- b) All Employees on the re-employment list.
- c) Employees who are absent from work for the total duration of a posting and who have advised the Employer in writing they want to receive postings during their absence.
- d) And approved by the Bargaining Committee which will provide a response within two (2) working days or longer as mutually agreed.

4.2 **Information in Posting**

Each posting shall contain the following:

- a) working title
- b) **pay band** of position
- c) brief description of duties
- d) knowledge, skills and abilities required

- e) salary range
- f) hours of work
- g) whether position is full-time, less-than-full-time, temporary vacancy or term
- h) deadline for applications
- i) expected start date
- j) **geographic location**
- k) and any other pertinent information.

#### 4.3 **Staffing of Term Positions**

Term positions/temporary vacancy shall be posted in accordance with Article 4 stipulating the anticipated duration of the position. Such positions may be extended. Any extensions shall be agreed to by the parties to this agreement. If a position is extended, the Employer is not required to post the extension. The Employer will provide two (2) weeks' notice of the request for extension. Where two (2) weeks' notice is not possible, notice will be provided as soon as possible.

Employees appointed to a term position/temporary vacancy shall be granted a definite leave from their position for the duration of the term including any extensions. The Employee may choose to revert to their former position (at the same rate of pay in **their** previous salary range, subject to any increments they would have earned had the appointment not taken place) during the term provided they have advised the Employer in writing. At the completion of the term the employee shall revert to their former position at the same rate of pay in the previous salary range, subject to any increments they would have earned had the appointment not taken place. **If the former position is abolished, they shall have the right to utilize Article 7.**

#### 4.4 **Outside Advertising**

The Employer may elect to advertise outside simultaneously with the internal posting of any position. No outside applicants will be interviewed until applications of present Employees have been considered and it has been established that no internal applicant is qualified for the position.

#### 4.5 **Qualifying for Positions**

- 4.5.1 The Employer will determine the necessary knowledge, skills and abilities (KSA's) required for each position to be filled, prior to posting. The KSA's will be drawn from the job description for the position.

Applicants' qualifications shall be assessed by a panel of examiners consisting, at a minimum, of the Employer's representative, the **manager**, and a Union representative, in accordance to Article 4.7.

To determine who will be interviewed, resumes will be screened against the KSA's shown in the posting. Interview questions will be drawn from the KSA's shown in the posting. Applicants must demonstrate in their resume that they meet the minimum KSAs. Those applicants who do not meet the minimum KSAs outlined in the posting, as determined by the panel, will not be interviewed.

All examinations, interviews, and/or panels shall be designed to test fairly the knowledge, skills and abilities of the persons examined. The means or measures used to test persons may include any investigation of education, experience, or record of accomplishment; and any test of knowledge, skill, or aptitude; and any inquiry into the personal suitability of the candidate which seems desirable.

The Employer shall provide to the panel the interview questions as well as the expected responses two (2) days in advance of the interview.

4.5.2 **If an Employee applies for a position after having exited the position in the past twelve (12) months, and the qualifications have changed during that absence, they shall be required to show how they meet the changed qualifications. If the Parties agree the Employee meets the qualifications they shall not be subject to any assessment/interview.**

4.5.3 **If an Employee applies for a position that they previously passed probation in and the qualifications have not changed, they shall be considered qualified and not subject to any assessment/interview.**

4.5.4 **If an Employee applies for a position for which they have the required education and experience and successfully passes the interview, they shall be deemed to be qualified for a period of twelve (12) months if the qualifications of the position have not changed. The Employee may choose to undergo the interview/assessment at their discretion within the twelve months.**

#### 4.6 **Filling Vacant Positions**

Steps in filling a Vacant position are:

- i) Appointment of senior qualified applicant (internal).  
**(Notwithstanding Merit – Article 4.6.2)**
- ii) Appointment of external qualified applicant.

Then these may occur:

- iii) Appointment of most qualified internal applicant (underfill) as per Article 4.6.3.
- iv) Appointment of most qualified external applicant (underfill) as per Article 4.6.3.

#### 4.6.1 **Appointment of Senior Qualified Applicant**

Positions shall be filled by the senior qualified applicant. Seniority will be counted as of the closing date of the posting. To be considered qualified, applicants must meet the minimum requirements as set forth in the posting.

Should the Employer decide not to appoint the senior qualified applicant, the Employer's representative will so notify the applicant and the Union in writing with their reasons, and the applicant will be entitled to engage the **grievance procedure and the expedited arbitration procedure failing satisfactory settlement of the grievance.**

No posting will be cancelled once it has been determined that there is at least one qualified applicant with seniority unless agreed to by the parties.

#### 4.6.2 **Merit Hiring**

For positions within Tourism Saskatchewan JEP with points over 500, candidates will be assessed based on the following criteria:

Qualifying for Positions – as described in Article 4.5

Seniority – as defined in Article 3.

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

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

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

#### 4.6.3

### **Underfilling Positions**

**The Parties agree that the knowledge and experience that the Employees have is valuable to the organization.** Where it is determined through posting that there are no qualified applicants for a posting and the Employer decides to underfill a position, the Employer will select the most qualified applicant. The Employer shall notify the Union, prior to the underfill posting, of the selection criteria for the underfill. The underfill posting shall contain the selection criteria and shall be posted in accordance to Article 4. The Employer shall notify the union of their selection and rationale.

Where an underfill process is used to fill a vacancy, the Employee awarded the position will be deemed qualified on all other postings of the job provided they have passed probation in that position and the qualifications of the job haven't changed.

If the qualifications of internal and external applicants are deemed to be relatively equal, then the internal applicant shall be given preference.

Employees who are appointed to a position using the underfill criteria will receive a promotional increase **in accordance with** Article 10.6. External applicants awarded a position using the underfill criteria will be placed at the minimum of the pay band.

#### 4.7

### **Role of the Union**

The Employer shall notify the Union of the applicants in each posting, and of the seniority, if any, of each of them, and of the time, place and date of the assessment of applications and interviews.

The Union shall be entitled to have a representative present:

- during the assessments of applicants' resumes
- during the interviews as an observer
- during the post interview discussion as a participant but not as a decision maker.

The Union representative will attend without loss of pay providing they are an Employee of the Employer, the Union will be responsible for payment of union representatives involved in staffing activities as per Article 17.13.

The Union representative will not attend assessments of resumes or interviews when there are no internal applicants.

The Union representative will attend assessments of resumes and interviews when an internal applicant has been excluded and the competition has gone to external applicants.

#### 4.8 **Notice of Filling Vacancy**

4.8.1 The successful applicant shall be notified in writing, prior to commencing such duties, of the rate of pay assigned.

The Employer will post the name of the successful applicant, their **position**, start date, and (subject to Article 10.12) salary assigned. A copy shall be sent to the Union representative.

4.8.2 **An Employee who has been interviewed may request feedback from Human Resources and/or the Manager with regard to their strengths and weaknesses as revealed by the results of the interview.**

#### 4.9 **Job Sharing**

##### 4.9.1 **Definition**

Job sharing is the voluntary sharing of a permanent position in a structured manner by two persons, one of whom is the permanent full-time incumbent of the position.

##### 4.9.2 **Initiation and Approval**

Only the permanent full-time incumbent of a position can request to establish a job share arrangement. Approval of the job share request resides with the Employer; such an approval will be subject to the feasibility of accommodating the request to operational requirements, and such approvals will not be unreasonably withheld.

The Employee's request to establish a job share arrangement will be made in writing to their immediate out-of-scope supervisor. Such a request must be sent concurrently to the Union by the Employee.

##### 4.9.3 **Duration, Renewal, Termination**

An approved job sharing arrangement shall be for a maximum of one (1) year.

An existing job sharing arrangement can be renewed for additional periods, each not exceeding one (1) year, by following the same steps set out above, e.g., Employee applies (with a copy sent concurrently to the Union by the Employee), management approves. A request to renew a job share must be submitted by the Employee to the Employer at least one (1) month prior to the expiration of the existing job share.

An existing arrangement will end at the end of the agreed term in the absence of agreement to renew. An agreement may be terminated by the participating Employee, or the Employer on two months' notice. This notice to terminate will be provided concurrently to the less-than-full-time Employee participating in the job share arrangement and the Union. By mutual agreement of the Employee and the Employer, the notice period may be shortened.

#### 4.9.4 **Staffing the Shared Position**

The job shared position will be occupied by the permanent full-time incumbent of the position on a reduced time basis.

The permanent full-time incumbent will be allowed to reduce their hours of work by no more than seventy-five percent (75%).

The remainder of the job shared position will be filled by a less-than-full-time Employee appointed in accordance with Article 4 of this Agreement.

Where, during the term of a job sharing arrangement, the less-than-full-time Employee terminates, the permanent full-time incumbent may be required to reassume working regular hours pending the appointment of a replacement less-than-full-time Employee.

#### 4.9.5 **Benefits**

Employees who job share shall retain all benefits accumulated prior to the commencement of the job share arrangement. All benefits and seniority shall continue to accrue, and be expended, on a *pro rata* basis for both Employees. Employees will continue to participate in and benefit from the benefits plans (Group Life, Extended Health, Dental, etc.) in accordance with the applicable insurance policies.

#### 4.9.6 **Reversion Rights**

On the termination of the job share arrangement, the permanent full-time Employee will revert to the full-time schedule of the position occupied.

Existing job sharing arrangements will be reviewed within thirty (30) days of the signing of this Collective Agreement to ensure that they meet the criteria as established herein.

#### 4.10 **Less-Than-Full-Time Review**

The parties agree that whenever possible full-time employment is preferable to part-time employment. Upon request from the Union, the Employer agrees to review the feasibility of converting a less-than-full-time position(s) to a full-time position(s). If the change is determined to be

feasible, the Employer commits to converting the less-than-full-time position to a full-time position.

**4.11 Performance Development**

We advocate a performance management philosophy in which managers and employees review goals and competencies together throughout the year. Managers and Employees will participate in an annual performance development review through the collaborative development of an annual work plan. The Employee and Manager will meet for a mid-point review and a final review at the end of the year. Copies of the initial, mid-point and final review meetings' documents, including comments and signatures of the Employee and Manager are included in their personnel file and subject to Article 19.

**ARTICLE 5 SENIORITY**

**5.1 Definition of Seniority**

Seniority is defined as the total length of continuous service in the bargaining unit. Such seniority shall include all paid days of employment.

A total of two hundred and sixty (260) working days shall equal one (1) year; Employees cannot earn more than that total in any one (1) year.

**5.2 Permanent Employees Have Seniority**

All Employees within the scope of this Agreement shall, after successful completion of initial probation, be credited with seniority from the date of employment with Tourism Saskatchewan.

Employees who have not completed their probationary period will be recalled in order of service to the Employer, so as to enable such Employees to complete initial probation and become permanent.

**5.3 Seniority List**

The Employer shall prepare and post the seniority roster by November 30 of each year. Such list will include the accrued seniority of each Employee up to September 30. A copy of the roster shall also be provided to the Union.

Employees will be allowed to challenge the accuracy of their seniority during a two (2) week period commencing December 1. All challenges are to be directed to Human Resources or the Employer's designate for an assessment by the Parties, and the Employee must provide satisfactory

proof of the error. Where satisfactory proof of error is provided, the error will be corrected.

#### 5.4 **Seniority Tie**

The Employer shall advise the Union upon commencement of employment or at any time where two (2) or more employees have the same service start date or accrued seniority. The Union shall determine the seniority order by random draw and shall notify the Employer and affected employee(s) of the seniority order.

#### 5.5 **Maintenance and Accrual**

Seniority shall be maintained and accrued during:

- a) All periods of paid leave.
- b) Indefinite Leave of absence without pay for periods not exceeding ninety (90) days.
- c) Parental Leave (maternity, **parental** and adoption).
- d) Layoff up to and including ninety days.
- e) Compassionate leave.
- f) Wage replacement benefits for a period of three (3) years or less for Workers' Compensation benefits, SGI benefits and Long Term Disability Benefits.
- g) Employees under Article 17.13 Leave of Absence for Union Business.
- h) Definite leave of absence up to two (2) years

#### **Maintenance of Seniority**

Seniority shall be maintained, but shall not accrue during:

- a) Indefinite periods of leaves of absence over ninety (90) days.
- b) Layoff over ninety (90) days.
- c) Appointments to an out of scope position.
- d) Wage replacement benefits for a period longer than three (3) years for Workers' Compensation benefits, SGI benefits and Long Term Disability benefits.

- e) Employees under Article 7.4 Re-employment list.

## 5.6

### **Loss of Seniority**

Seniority shall be lost by reason of:

- a) Resignation **or retirement** in writing not withdrawn within **forty-eight (48)** hours.
- b) Termination
- c) Being unable to secure re-employment within three (3) years following conclusion of an indefinite leave.
- d) Failure to return to work without an acceptable reason following completion of a leave of absence.
- e) Failure to return to work without an acceptable reason within fourteen (14) days' notification by the Employer to return to work following a non-permanent lay-off.
- f) If a less-than-full-time Employee, a period of non-employment of greater than three (3) years, unless the Employee is on an approved leave.

## 5.7

### **Employees Who are Appointed Out-of-Scope**

Employees within the scope of this Agreement who are appointed or who have been appointed to out-of-scope positions shall, if subsequently they are appointed to positions within the scope of this Agreement, be entitled to **retain** the seniority with which they were credited before they were appointed to **the** out-of-scope positions. **For a period of twelve (12) months immediately after the out-of-scope appointment, the Employee shall have the right to exercise their seniority through application for a posted vacancy. After the twelve-month (12) period, all previous seniority is no longer applicable for applying for positions but will be reinstated upon completion of the probationary period when an employee returns to an in-scope position.** Service in out-of-scope positions shall not be considered for seniority purposes.

## **ARTICLE 6**

### **PROBATION**

#### 6.1

#### **All Probationary Periods**

##### 6.1.1

Upon appointment, all Employees shall serve a probationary period as defined herein. The probationary period may be extended in accordance with Article 6.1.3.

The following pay bands will have a six (6) month probationary period:

Pay Band 1

Pay Band 2

All other pay bands will have a probationary period of one (1) year.

6.1.2 Employees shall serve the probationary period for their pay band by accumulating time to the extent required providing there are no more than two hundred (200) calendar days between working periods.

6.1.3 The Employer may request from the Union, an extension no later than two (2) weeks prior to the expiration of the probationary period, and shall include written reasons, **copies of the performance assessments and the work plan** for the request. Up to two (2) three-months extensions may be requested.

6.2 **On Initial Employment**

6.2.1 **An Employee who moves to a different position during their initial probationary period, shall complete their initial probationary period while concurrently serving a probationary period in the new position if a probationary period is required.**

6.2.2 **Upon successful completion of an initial probationary period, the Employee shall be appointed as a permanent Employee.**

**Subject to Article 6.1.3, when the Employer does not terminate or fail the Employee before the end of their probationary period, they will be deemed to have passed probation and become a permanent Employee.**

6.2.3 Dismissal shall be effected by the President, and the Employee shall receive written notice of the reasons for dismissal. Any Employee who is dismissed, except in cases of misconduct, will be entitled to notice or pay in lieu of one (1) regularly scheduled work week. The Employee will be given an opportunity to respond, and if necessary, to engage the grievance procedure contained in this Agreement.

Such pay shall be in addition to the payment in lieu of earned vacation leave. Earned vacation leave due an Employee shall not be used as any part of the period of notice above.

A copy of the dismissal notice shall be sent concurrently to the Union office.

### 6.3 **Assessment While on Probation**

Since probation is the final step in the selection process, the following procedure will be followed as a minimum in the evaluation process:

- a) Performance requirements established by the Employer will be communicated to the Employee, in writing, including the current job description, at the outset and discussed during the Employee's probationary period. Performance requirements will be established based on the classification specification and the job description and will include the responsibilities, knowledge, skills, and abilities appropriate to the job.
- b) The immediate supervisor shall evaluate performance by direct observation on at least two (2) different occasions.
- c) Two (2) written performance assessments will be completed for each Employee during the probationary period. Performance assessments will be conducted at:
  - two (2) and five (5) months in the case of a six (6) month probationary period, or
  - five (5) and eleven (11) months in the case of a twelve (12) month probationary period
- d) Performance assessments will be discussed with the Employee and shall be signed by the Employee to indicate awareness of the assessment.

In all cases the Employee will be given a copy of any performance assessment.

### 6.4 **Reversion**

6.4.1 A permanent Employee who chooses to revert within the probationary period, or does not successfully complete the probationary period, or at the completion of a term position, shall revert to their former position, or by mutual agreement between the Union and the Employer, the Employee may revert to a similar position in the original work unit at the same rate of pay in the salary range, subject to any increments they would have earned had the promotion or voluntary demotion not taken place.

6.4.2 A permanent Employee displaced through Article 6.4.1 shall also have the right to revert to their former position at their former rate of pay in the salary range, subject to any increments they would have received had they remained in that position. If no former position is available, they shall have the right to utilize Article 7.

6.5 **On Promotion**

An Employee who has been promoted shall serve a probationary period as stipulated for the position unless they have previously passed probation in that position.

6.6 **On Re-employment**

An Employee re-employed shall serve a probationary period, except no probationary period shall be served by an Employee with seniority who is re-employed in a position similar to a position in which they formerly held permanent status.

An Employee who fails probation shall be laid off, and return to the status they previously had under Article 7.

6.7 **On Demotion**

A probationary period shall be served, except no probationary period shall be required of a permanent Employee who demotes involuntarily, or demotes into a position in which they formerly passed probation.

A permanent Employee who fails probation shall revert, in accordance with Article 6.3.

6.8 **On Reclassification**

No probationary period shall be required of an Employee in a position which is reclassified unless the Employee is on probation; if on probation the Employee shall continue to serve the probationary period. Upon successful completion of the probationary period, the Employee shall become a permanent Employee in the revised classification. If a permanent Employee on probation in a reclassified position fails probation, the Employee shall revert to the position in which they last held permanent status.

6.9 **On Transfer**

An Employee who transfers during initial probation shall complete the balance of their initial probationary period in the new position while concurrently serving a subsequent probation period in the new position, as required when there are significantly different duties and responsibilities.

An Employee who voluntarily transfers to a position with significantly different duties and responsibilities may be required to serve the probationary period for that position. Should the permanent Employee be unsuccessful in completing this probationary period, they shall revert to their previous position or, by mutual agreement, a position equivalent to

the previous position or, if neither of the former is available, utilize Article 7.

#### 6.10 **Leave During Probation**

When an approved leave of absence has been taken, the Employee will be required to serve that additional time. This additional time will be added to the probationary period when the leave is:

- more than thirty (30) calendar days for a twelve (12) month probationary period
- more than fifteen (15) calendar days for a six (6) month probationary period

#### 6.11 **Completion of Probation**

Subject to Article 6.1.3, when the Employer does not terminate or fail the Employee before the end of **their** probationary period, they will be deemed to have passed probation.

### **ARTICLE 7 JOB ABOLITION AND LAY-OFF**

#### 7.1 **Notice of Position Abolishment**

The Employer will inform the Union sixty (60) days in advance to the Employee(s) receiving notification of any position abolishment(s). During this time the **Parties** agree to meet to identify and explore options to retain the Employee.

The parties may jointly develop a buy-out package for Employees to volunteer to take lay-off or early retirement.

Written notice of at least sixty (60) days in advance of lay-off shall be given to any permanent Employee whose position is to be abolished. In no case will the notice given to any Employee be less than that provided for in Part II of the Saskatchewan Employment Act.

Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of job abolition or lay-off, Employees shall be laid off in reverse order of seniority within each work unit affected, on a headquarters basis. **Employees** who have not completed their **initial** probationary period shall not be entitled to bumping, recall or re-employment list provisions.

## 7.2 **Options of Permanent Employees Who Have Received Notice of Position Abolishment**

An Employee who holds permanent status in the position which is being abolished shall have the right to exercise any one of the following options:

- a) To accept one of the options presented by the UMC Committee including, but not limited to current vacancies, probationary employees, etc., throughout Tourism Saskatchewan.
- b) To go on lay-off and thereafter be entitled to exercise re-employment rights, in accordance with Article 7.4.
- c) To retire.
- d) To resign and receive severance pay, in accordance with Article 7.8, or
- e) Take indefinite leave of absence, in accordance with Article 17.9.

## 7.3 **Time to Adjust in New Position**

An Employee who, as a result of a reduction in staff, assumes a new position, shall be allowed the minimum of the probationary period of the classification to familiarize themselves with their new duties.

## 7.4 **Re-employment**

Employees who are laid off and who select option 7.2b or who have completed their term position shall be placed on a re-employment list maintained by the Employer. The Employer shall during the last week of employment request the contact information from the Employee. Employees shall remain on the re-employment list for a period of three (3) years or until the Employee requests their name to be removed from the re-employment list and takes severance pay as per Article 7.8.

It shall be the Employee's responsibility to contact the Employer to update any contact changes during the three (3) years after the initial request.

Employees will retain their seniority while on the re-employment list.

Employees on the re-employment list shall be allowed to apply for any position posted under Article 4.

Employees who are not re-employed within three (3) years shall lose their seniority. Those eligible will receive the severance pay they are entitled to under 7.2(d).

At any time during this three (3) year period the Employee may elect to resign and receive severance pay, as though he had selected option 7.2(d).

## 7.5 **Non-Permanent Lay-off and Recall of Less-than-Full-Time Employees**

When the necessity arises to make a temporary reduction in the less-than-full-time work force, Employees shall be laid off in reverse order of seniority within the work unit at the headquarters affected, and shall possess recall rights according to their seniority at the headquarters affected, pursuant to the following provisions:

- a) Employees shall be given notice in writing (or pay in lieu) of lay-off in accordance to the Saskatchewan Employment Act when the period of lay-off will exceed six (6) regularly scheduled working days.
- b) Employees shall be recalled from lay-off to their previously held position in order of their total seniority for their headquarters.
- c) Employees shall be responsible for keeping the Employer notified of their current address and the Employer will not be liable to grievance action where it can be shown that failure to receive notice is the fault of the Employee in not notifying the Employer of a change in address:
  - i) Employees on non-permanent lay-off shall receive a minimum of two (2) weeks written notice of recall from non-permanent lay-off, or
  - ii) The Employer may give less than two (2) weeks' notice of recall due to the availability of work.

### 7.5.1 **Non-Permanent Lay-off and Recall of Less-than-Full-Time Employees in the Visitor Services Centre**

When the necessity arises to make a temporary reduction in the less than-full-time work force in the Visitor Service Centre, Employees shall be laid off in reverse order of seniority within the work unit at the headquarters affected, and shall possess recall rights to their seniority at the headquarters affected, pursuant to the following provisions:

- a) Employees shall be given notice or pay in lieu of lay-off in accordance to the Saskatchewan Employment Act when the period of lay-off will exceed thirty (30) consecutive days.
- b) Employees shall be recalled from lay-off in their regular class in order of their total seniority for their headquarters.

- c) Employees shall be responsible for keeping the Employer notified of their current address and the Employer will not be liable to grievance action where it can show that failure to receive notice is the fault of the Employee in not notifying the Employer of a change in address:
  - i) Employees on such lay-off shall receive a minimum of two (2) weeks written notice of recall from non-permanent lay-off, or
  - ii) The Employer may give less than two (2) weeks' notice of recall due to the availability of work.

## 7.6 **Employer Amalgamation**

In the event the Employer merges or amalgamates with any other body, the parties will pursue the following principles, that:

- a) Employees are credited with all seniority rights with the new Employer.
- b) All service credits relating to vacation with pay, sick leave credits and all other benefits are recognized by the new Employer.
- c) Conditions of employment and wage rates for the new Employer are equal to the best provisions in effect with either Employer.
- d) No Employee suffers a loss of employment as a result of merger.
- e) Preference in location of employment arising from the merger is determined on the basis of seniority.

## 7.7 **Relocation of Headquarters**

Where the Employer finds it necessary to move an Employee to a different headquarters, the Employer will give the affected Employee(s) written notice at least sixty (60) days in advance, **plus rights under Article 7 as though the position has been abolished.**

## 7.8 **Severance Pay**

A permanent Employee who resigns as a result of actions taken under Article 7 shall be entitled to receive severance pay on the basis of one (1) month's pay for each year of the first eight (8) years of service or portion thereof, and two (2) weeks' pay for each year of service or portion thereof beyond eight (8). Severance pay is a payment to an Employee to ease the effects of involuntary separation through job abolishment and lay-off. It is not compensation for past services.

Eligible years for the purpose of severance pay will include all continuous employment with the Employer.

**7.9 Buy-out**

The Employer retains the right to offer an Employee a buy-out. Where the Employer determines they wish to offer an Employee a buy-out they shall discuss with the Union prior to presenting it to the Employee. The Employee shall have the right to have a Union Representative present at the meeting.

**ARTICLE 8 TECHNOLOGICAL CHANGE**

**8.1** For the purposes of this Agreement, "technological change" shall mean:

- a) The introduction by the Employer into the Employer's work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business.
- b) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material, or
- c) The removal or relocation outside of the bargaining unit by the Employer of any part of his work, undertaking or business.

**8.2** When the Employer proposes to effect a technological change that is likely to affect the terms, conditions or tenure of employment of two or more Employees the Employer shall give notice of the technological change to the Union at least ninety (90) days prior to the date on which the technological change is to be effected.

**8.3** The notice mentioned in Article 8.2 shall be in writing and shall state:

- a) The nature of the technological change.
- b) The date upon which the Employer proposes to effect the technological change.
- c) The number and type of Employees likely to be affected by the technological change.
- d) The effect that the technological change is likely to have on the terms and conditions or tenure of employment of the Employees affected, and

- e) Such other information as the Minister of Labour **Relations and Workplace Safety** may by regulation require.

8.4 Where the Union alleges that the Employer has failed to comply with Article 8.2 and the allegation is made not later than thirty (30) days after the Union knew, or in the opinion of an arbitrator ought to have known, of the failure of the Employer to comply with Article 8.2, the arbitrator may, after affording an opportunity to the parties to be heard, by order:

- a) Direct the Employer not to proceed with the technological change for such period not exceeding ninety (90) days as the arbitrator considers appropriate.
- b) Require the reinstatement of any Employee displaced by the Employer as a result of the technological change, and
- c) Where an Employee is reinstated pursuant to clause (b), require the Employer to reimburse the Employee for any loss of pay and benefits suffered by the Employee as a result of the Employer's displacement.

8.5 Where the Union makes an allegation pursuant to Article 8.4, the arbitrator may, after consultation with the Employer and the Union, make such interim orders under Article 8.4 as the arbitrator considers appropriate.

8.6 An award of the arbitrator made under clause (a) of Article 8.4 is deemed to be a notice of technological change given pursuant to Article 8.2.

8.7 Where the Union receives notice of a technological change given, or deemed to have been given, by the Employer pursuant to Article 8.2, the Union may, within thirty (30) days from the date on which the Union received the notice, serve notice on the Employer in writing to commence collective bargaining for the purpose of negotiating a Workplace Adjustment Plan, as set out in The Saskatchewan Employment Act.

8.8 The arbitrator may, upon application by the Employer, make an order relieving the Employer from complying with the requirement of the notice served under Article 8.7 or denying the Union the right under Article 8.7 to serve on the Employer a notice to commence collective bargaining where the arbitrator is satisfied that the Employer has given to the Union a notice in writing in accordance with Article 8.2:

- a) Prior to the day on which the Employer and the Union entered into this Collective Bargaining Agreement, or

- b) Not later than the first date on which either party could give notice in writing to negotiate a revision of the Agreement under - Part VI Division 10 of the Saskatchewan Employment Act.

8.9 Where the Union has served notice to commence collective bargaining under Article 8.7, the Employer shall not effect the technological change in respect of which the notice has been served unless an agreement has been reached as a result of collective bargaining.

8.10 Where the parties do not reach agreement within sixty (60) days after the date on which the Union has received notification from the Employer of its intention of introduction of a change, the matter may be referred to an expedited arbitration process for purposes of a decision. Within seven (7) days a decision shall be rendered. Technological change shall not be introduced by the Employer until such decision is rendered. Such a decision will be final and binding on both parties.

8.11 Where new skills are required by the affected Employees, said Employees shall, at the Employer's expense, be given a reasonable period of time, without reduction of hours or rates of pay and corresponding adjustments to workloads during which time they may acquire the necessary skills required by such technological change. Where such Employees successfully complete training or upgrading or instruction, the Employer shall provide certification to validate the new skills.

8.12 An Employee who is displaced from their job as a result of technological change under this Article, shall have the rights in accordance with Article 7.

## **ARTICLE 9 HOURS OF WORK AND OVERTIME**

### **9.1 Hours of Work Designation**

Each position will be assigned an hours of work designation in accordance with Appendix B.

#### **9.1.1 Days Off**

Wherever possible, days off as assigned in accordance with hours of work designation (Appendix "B") shall normally be taken adjacent to days of rest except they may be rescheduled by mutual agreement between the Employer and the Employee.

### **9.2 Office Employees**

#### **9.2.1 Normal Hours**

Employees will work from 8:00 a.m. to 5:00 p.m., with a one (1) hour lunch break taken between 12:00 p.m. and 1:00 p.m., working seventy-two (72) hours in a two (2) week period. Managers may request Employees to develop a work schedule. The hours worked shall be approximately 1,872 hours per year, which will include all leaves with pay.

#### 9.2.2 **Days of Rest**

Saturday and Sunday will be days of rest. An employee who chooses not to work on days of their religious observance will not be disadvantaged.

#### 9.2.3 **Flextime Arrangements**

At the Employees' request, in writing, and where work circumstances permit, the manager may approve hours of work where starting and quitting times and lunch hours vary from the normal hours, while maintaining the core hours of operation of 9:00 a.m. to 4:00 p.m. and lunch of no more than one (1) hour, taken generally between 11:00 a.m. and 2:00 p.m.

### 9.3 **Visitor Services Centre Travel Counsellors**

#### 9.3.1 **Normal Hours**

The shift schedule will provide for a maximum of seventy-two (72) hours to be worked in each two (2) week period. Shifts will normally be for no more than eight (8) hours, with a one (1) hour lunch break normally taken between 11:30am and 2:00pm when working normal office hours rotated between employees, and at a mutually agreed to time by the employee and manager when working outside normal office hours.

#### 9.3.2 **Days of Rest**

Employees will be assigned two (2) days of rest each week. An Employee who chooses not to work on days of their religious observance will not be disadvantaged. Where possible, Employees will receive weekends off, on a rotating basis.

#### 9.3.3 **Shift Schedule**

Each shift schedule will cover a two (2) week period, and will be posted at least two (2) weeks before its effective date. Employees will be consulted in its preparation. Hours will be scheduled in order of seniority within the work unit.

#### 9.3.4

When additional hours are required in the Visitor Services Centre, they will be offered to Employees scheduled for less-than-full-time hours in the Visitor Services Centre based on seniority, provided they possess the

minimum qualifications. Any additional available hours are then offered in order of seniority.

### 9.3.5 **Hours of Operation**

The normal hours of operation for the Visitor Services Centre shall be to open no earlier than 7:00 a.m. and to close no later than 9:00 p.m. Monday through Friday and to open no earlier than 7:00 a.m. and close no later than 7:00 p.m. on Saturday and Sunday.

## 9.4 **Visitor Reception Centre Counsellors**

### 9.4.1 **Normal Hours**

Shifts will normally be for no more than ten (10) hours per day to a maximum of seventy-two (72) hours in a two (2) week period for Travel Counsellors and up to eighty (80) hours in a two (2) week period for Supervisors.

The hours of work shall be calculated on the basis of eight (8) hours times the number of normal working days in the averaging period, less eight (8) hours for each two (2) week period, and less eight (8) hours for each designated holiday. The two (2) week averaging period will match the two (2) week pay period.

### 9.4.2 **Days of Rest**

Employees will be assigned two (2) days of rest each week. An employee who chooses not to work on days of their religious observance will not be disadvantaged. Where possible, Employees will receive weekends off, on a rotating basis.

### 9.4.3 **Shift Schedule**

Each shift schedule will cover a two (2) week period, and will be posted at least two (2) weeks before its effective date. Employees will be consulted in its preparation.

### 9.4.4 **Hours of Operation**

The normal hours of operation for the Visitor Reception Centres shall be to open no earlier than 7:00 a.m. and to close no later than 9:00 p.m.

## 9.5 **Field Employees**

### 9.5.1 **Normal Hours**

The normal hours of work for field Employees will be unregulated within any working day or series of working days. Field Employees will work two (2) month averaging periods. Managers may request detailed planned hours of work for approval, in advance of hours worked. Managers may request a monthly review of hours worked.

Employees may request, in writing, option a) or b), provided at least 30 days' notice has been given to the Employer. The Employer will respond in writing within thirty days of receiving the request.

- a) The hours of work shall be calculated on the basis of eight (8) hours times the number of normal working days in the averaging period, less eight (8) hours for each three (3) week period, and less eight (8) hours for each designated holiday during the months. Normal hours shall be as set out in Appendix "A". The hours worked shall be approximately 1,941 per year, which includes all leaves with pay.
- b) The hours of work shall be calculated on the basis of eight (8) hours times the number of normal working days in the averaging period, less eight (8) hours for each two (2) week period, and less eight (8) hours for each designated holiday during the months. Normal hours shall be as set out in Appendix "A". The hours worked shall be approximately 1872 per year, which includes all leaves with pay.

#### 9.5.2 **Days of Rest**

Where work permits, field Employees will be granted two (2) consecutive days of rest per week. These will normally be Saturday and Sunday. An employee who chooses not to work on days of their religious observance will not be disadvantaged.

#### 9.6 **Pay Calculation**

For the purpose of pay calculation, approved vacation, sick leave or any other leave with pay shall be included as actual hours worked subject to the following:

- a) In no event shall the number of hours included as actual hours worked exceed a maximum of eight (8) hours per day.
- b) In the event an Employee has actually worked a part day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of eight (8) hours per day.

- c) The foregoing shall have no application if the Employee was not scheduled to work on any such day.
- d) Leave without pay shall not be included as hours actually worked.

Employees working less-than-full-time shall be prorated accordingly.

## 9.7 Overtime and Extended Hours

### 9.7.1 Extended Hours

Employees will be paid at overtime rates of pay for all hours worked in excess of their averaging period, except as follows:

- a) The Employee requests **and is approved** to work extended hours, for the purpose of banking hours for personal reasons (**e.g. banking EDO, working additional hours, etc.**).
- b) The Employee agrees to work extended hours in exchange for alternate time off.

These hours are banked or paid out at the request of the Employee within the fiscal year at straight time.

Extended hours worked must be taken before the end of the fiscal year in which they were accumulated and used before vacation credits are used or carried over to the next fiscal by mutual agreement between the Employee and the Employer.

### 9.7.2 Office Employees and Visitor Service Centre Travel Counsellors

9.7.2.1 Overtime shall consist of all authorized hours worked in a two (2) week period in excess of seventy-two (72) hours (less designated holidays and mutually agreed upon extended hours) and shall be paid at the rate of time and one-half (1/2) for the first four (4) hours and at double time thereafter. Overtime shall be offered in order of seniority to Employees currently occupying the position requiring overtime.

Employees will be paid overtime at double time for all hours worked on their first or second day of rest, with a minimum two (2) hour guarantee at overtime rates. With five (5) working days' notice, the Employer may request an Employee to work overtime and through mutual agreement agree that the conditions as outlined in Article 9.7.1 be applied to the hours worked on days of rest based on the needs of the Employee.

9.7.2.2 Same day overtime shall be offered in order of seniority to those Employees currently working who occupy the position requiring overtime.

9.7.3 **Visitor Reception Centre Counsellors**

Overtime shall consist of all authorized hours worked in excess of the averaging period specified in Article 9.4.1 and shall be paid at the rate of time and one-half (1/2) for the first four (4) hours and at double time thereafter. Same day overtime shall be offered in order of seniority to employees currently working who occupy the position requiring overtime.

When required by the Employer, Employees will be paid overtime at double time for all hours worked on their first or second day of rest, with a minimum two (2) hour guarantee at overtime rates. When the Employee requests to work on their day(s) of rest they shall receive their regular pay for each hour worked.

9.7.4 **Field Employees**

Overtime shall consist of all authorized hours worked in a two (2) month averaging period that exceeds the normal hours in Article 9.5 and Appendix "A", or any time in excess of twelve (12) hours in a day; and shall be paid at the rate of time and one-half (1/2).

9.7.5 **All Employees**

Employees shall work overtime only when authorized to do so. When overtime is paid out, it will be paid out with the Employee's regular pay. On request by the Employee, management may grant time off at the appropriate overtime rate in lieu of payment for overtime worked. Such time off must be taken within the fiscal year, or it will be paid out at the end of the fiscal year. The Employee may request to have the overtime paid out at any time within the fiscal year.

Subject to the minimum guarantees as provided herein, payment shall not be made for overtime work done under one-half (1/2) hour.

Overtime for hours worked on a designated holiday will be paid in accordance with Article 13.3.

9.8 **Rest Periods**

The intent of a rest period is to provide the Employee with a break for every four (4) hours worked. All Employees will have a fifteen (15) minute rest period for every four (4) hours worked, one (1) in the morning or the first half of the shift and the second in the afternoon or the second half of the shift. Rest periods shall be scheduled to meet the needs of the organization. Rest periods can be taken at the beginning or end of the Employee's shift as approved by their Manager. Rest periods can be

accumulated to take as a larger block of time **within a work day, subject to approval by their Manager.**

9.9           **Callback**

An Employee who receives a callback for overtime in the same day after leaving the place of work shall be paid for a minimum of two (2) hours at overtime rates or actual hours worked, whichever is the greater.

9.10          **Call-in**

An Employee reporting for work or called in for work shall be paid a minimum of three (3) hours at their regular rate of pay if it is not a callback for overtime.

9.11          **Shift Differential**

In addition to regular rates of pay, a shift differential shall be paid to all Visitor Services Centre Travel Counsellors and Supervisors in the amount of **two dollars and seventy-five cents (\$2.75)** or a minimum of **\$8.25** per day for all hours worked between the hours of 7:00 p.m. and 7:00 a.m. Employees who opt for flextime arrangements will not receive shift differential.

Shift differential shall not be a part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

9.12          **Standby**

Standby duty shall mean a period during which an Employee is not on regular duty but during which he agrees to be on call and immediately available to return to work. In no case shall such assignment be less than one (1) hour. For each hour that an Employee is assigned to be on standby, **they** shall be paid **three dollars and seventy-five cents (\$3.75).**

9.13          **Travel Time**

Travel time from an Employee's headquarters to a work site shall be considered as time worked unless otherwise mutually agreed to by the parties.

9.14          **FAM Trips, Work Functions, Training and Professional Development Time**

All hours worked on required familiarization (FAM) trips, work functions and training are considered as time worked.

Hours spent on optional FAM trips, work functions and professional development will be limited to a maximum of eight (8) hours per day as time worked.

Hours spent on optional FAM trips, work functions and professional development are only considered hours worked when the employee was previously scheduled to work during the time of the trips, work functions or professional development.

9.15 **Innovative Work Practices**

The parties to this Agreement agree to joint discussion on any detailed proposal from Employees that would result in mutual advantage for the Employer and the Employees affected. Such proposals may include modified hours of work, telecommuting, etc.

In all such requests, Employees must present the proposal in such a manner so as to illustrate the advantages to the Employer and the Employee, including the requirements to meet program objectives including productivity levels, customer service, cost savings and any other related requirements. A copy of all requests/proposals shall be forwarded to the Union by the Employee.

The Employer may consider a pilot project where employees can demonstrate a mutual advantage to the Employer and Employee.

Approval of the request as presented in the proposal shall reside with the Employer; such an approval will be subject to the feasibility of accommodating the request to operating requirements. Once approved by the Employer, such a request must also be approved by SGEU.

Each innovative work practice agreement will be developed into a letter of understanding between the parties.

**ARTICLE 10 PAY ADMINISTRATION**

10.1 **Rates of Pay**

The rates of pay contained in Schedule "A," attached to and forming part of this Agreement, shall be the rates paid to the Employees occupying the positions allocated to the classification.

10.2 **Equal Pay for Work of Equal Value**

The Employer agrees to recognize the principle of equal pay for work of equal value, regardless of the **gender** of the Employee.

## 10.3

### **Pay Periods**

Full-time Employees will be paid semi-monthly (twice per month). Less-than-full-time Employees working a defined percentage of full-time hours will be paid semi-monthly on a pro-rated basis as defined in the Employee's letter of employment. Less-than-full-time Employees working undefined hours will be paid bi-weekly (every two (2) weeks). Less-than-full-time staff working full-time hours for greater than a two (2) month period will be paid on a semi-monthly basis, with the exception of Visitor Services Centre staff. All Employees will be paid by direct deposit to the bank or credit union of their choice.

Employees shall receive a statement showing gross amount earned, itemized deductions there from and the net amount payable. **Employees shall have access to their sick leave accrual, vacation accrual and time in lieu balances at any time.**

Payroll deposit dates are determined by the Employer. A schedule for each year is established and communicated to staff by October 1. As a rule, the following protocol is observed:

Semi-monthly deposits will be made on the 15<sup>th</sup> and 30<sup>th</sup> of each month with the exception of February when they will occur on the 15<sup>th</sup> and the last day of the month. When these days occur on a Saturday, Sunday or Statutory holiday, deposits will be made on the previous business day.

Bi-weekly deposits will be made every second Friday. When these days occur on a statutory holiday, deposits will be made on the previous business day.

## 10.4

### **Pay**

#### 10.4.1

All Employees shall be paid the hours worked times the hourly rate as contained in the pay schedule.

#### 10.4.2

Hours worked by full-time Employees and less-than-full-time employees working a defined percentage of full-time hours shall include approved leave with pay, e.g., designated holidays, sick leave, vacation leave, etc.

#### 10.4.3

Where hours worked by less-than-full-time Employees are undefined, those hours shall be supplemented by five and 4 tenths percent (5 4/10%) for designated holidays and the appropriate rate for vacation pay. Approved leave with pay shall also be considered as hours worked.

#### 10.4.4

Employees who conduct certification evaluations shall receive the current industry standard rate, as specified in the Evaluator Agreement, per

certification and the evaluation is not to be conducted during normal working hours as outlined in the Collective Agreement.

**10.5 Increments**

10.5.1 Full-time Employees shall receive increments of four percent (4%) within the current pay band effective each anniversary date of their appointment.

When possible, thirty (30) days prior to the withholding of an increment, the Employer shall notify in writing of the intent to withhold an increment.

Less-than-full-time Employees will receive increments every 1,872 hours worked, if office Employees, and every 1,941 hours worked, if field Employees, subject to Article 10.5.4.

Notwithstanding the above, the Employer may withhold the increment on the basis of an unsatisfactory report. The Employer shall notify the Employee in writing of such action prior to the increment date and give reasons thereof. If the Employee is not served with such notice prior to the increment date, they will be deemed to have earned the increment.

An Employee may grieve against the withholding of their increment and the onus of proving that the increment may be withheld shall rest on the Employer.

10.5.2 An Employee will be entitled to the increment in their pay range on their increment date, provided that they have been authorized and have reported to work a minimum of two hundred (200) working days since their last increment.

10.5.3 Where the Employee has not worked the minimum two hundred (200) working days, the new increment date will be the nearest first of the month upon completion of the required days. This will then become the new increment/anniversary date.

10.5.4 When an Employee returns to work after a leave of absence without pay or from lay-off, the Employee will be credited with all service prior to leave of absence without pay or lay-off. Having achieved the required accumulation, the date upon which the increment is earned will be the new increment/anniversary date.

10.5.5 For the purpose of this Article 10.5, days paid for sick leave, pressing necessity, holidays, vacation, Workers' Compensation, leave with pay and Union business leave shall be regarded as service.

10.6 **Pay on Promotion or Reclassification**

10.6.1 On promotion or upward reclassification, an Employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than eight percent (8%) above their current **hourly** salary and not more than the maximum of the new range.

10.6.2 On promotion or upward reclassification, if other than on the first working day of the month, the increment/anniversary date shall be adjusted to the first of the month of promotion. Whenever a permanent Employee's increment/anniversary date or an adjustment in salary occur on the same date as a promotion or reclassification, the Employee shall receive the increment or adjustment before the promotion formula is applied.

10.6.3 A permanent Employee who is promoted and fails the probation or opts to revert prior to the completion of the probationary period, or at the completion of a term position, shall revert to the position held prior to promotion or by mutual agreement the Employee may revert to a similar position within the original work unit. The rate of pay in the position will be adjusted upwards based on any increments which would have been earned had the Employee not been promoted.

10.7 **Pay on Demotion or Reclassified Downward**

10.7.1 When a permanent Employee is demoted or reclassified downward, the rate of pay for the new position shall be as follows:

Involuntary:

- a) If the rate of pay received in the previous position was more than the maximum rate of the new position, the Employee's rate shall be red-circled, *i.e.*, remain unchanged until the maximum of the new position exceeds such rate, at which time the Employee shall receive the maximum of the new position.
- b) If the rate of pay received in the previous position falls within the range of pay of the new position, the new rate will be the former rate received.

Voluntary:

If the rate of pay received in the previous position was more than the maximum rate of the new position, the new rate shall be the maximum of the new position.

10.7.2 Increment/anniversary dates shall not be affected by demotion or downward reclassification.

10.8 **Pay on Transfer**

When an Employee is transferred, they shall retain their rate of pay.

10.9 **Pay on Re-Employment**

10.9.1 Where, as a result of a competition a permanent Employee who has had their job abolished is re-employed in a position with a lower maximum salary, the rate of pay shall be equivalent to the rate formerly received or the maximum rate (if the rate in the former position exceeds the maximum of the new range).

10.9.2 Where, as a result of a competition a permanent Employee who has had their job abolished is re-employed in the same position, the rate of pay shall be the same as at the time of lay-off, including any time which may have been earned toward an increment.

10.10 **Pay Rate on Recall**

When an Employee is re-employed after lay-off they shall be paid the rate they were paid at the time of lay-off.

When determining an Employee's wage on re-employment, the Employee's hourly rate on the date of lay-off shall be adjusted by any negotiated increase applied after the date of lay-off.

10.11 **Temporary Performance of Higher Duties**

Temporary performance of higher duties is the voluntary assignment of an Employee to perform the duties of a position with a higher maximum hourly rate of pay. The employer shall utilize an expression of interest notice within the same work unit to inform employees about the TPHD opportunity. This notice shall be posted for four (4) working days. Initial consideration will be given to the individual whose experience is best aligned to the position. If the assessment of each candidate is relatively equal, the senior candidate shall be offered the TPHD.

If the assignment is for sixty (60) consecutive calendar days or less, the Employee shall receive payment for each regular day of assignment which provides for an increase of five percent (5%) over their current hourly rate. If the five percent (5%) increase produces an hourly rate below the minimum of the range for the higher position, then the salary shall be adjusted to the minimum of that range. In no case shall the hourly rate be more than the maximum of the higher class.

Assignments which are of sixty (60) days or more shall be subject to Article 10.6 and shall be retroactive to day one. No assignment shall exceed three (3) months unless mutually agreed to by the Union and the Employer.

10.12           **Hiring Salary Placement**

- 10.12.1       Hiring Salary Placement rates of pay shall normally be at the minimum of the salary ranges when the selected applicant possesses education and/or experience which meets the minimum requirements for the position.
- 10.12.2       Where the selected applicant possesses education and/or experience which exceeds the minimum requirements for the position, the Employer may approve a hiring salary placement adjustment up-in-the-range.
- 10.12.3       For up-in-the-range appointments, the Employer will post the salary and an outline of the education and experience of the person appointed. Any Employee in the same position who is being paid at a rate lower in the range and who believes they possess education and experience equivalent to the person appointed above the minimum, may, with thirty (30) calendar days of such publication, request that the Employer review their education, experience and salary.
- 10.12.4       If, as a result of the review, a salary adjustment is warranted, the Employer shall so authorize effective the date of the original appointment of the up-in-the-range hire.

10.13           **Market Supplement**

The parties mutually agree to the implementation of supplemented salary ranges to address recruitment/retention issues, or for other special circumstances. When supplemented salary ranges are established **by the Parties**, the following shall apply:

- a)       They will be reviewed annually by January 15<sup>th</sup> of each year.
- b)       When the supplemented salary range is introduced or increased, current Employees working in the same position affected will receive an increase in their salary rate equivalent to the percentage increase in the supplemented salary range maximum.
- c)       When the supplemented salary range is reduced or terminated, the Employees affected shall be treated in accordance with the downward reclassification provisions.
- d)       Supplemented salary rates and ranges shall be treated as regular salary for all salary administration and payroll purposes.
- e)       Supplemented salary rates may be in some instances applied by location.

## ARTICLE 11 REIMBURSEMENTS

### 11.1 Meals

The Employer will either reimburse Employees or allow Employees to use a corporate credit card for reasonable and actual meal expenses supported by receipts for authorized travel. When a vendor does not issue a receipt, the Employee will be reimbursed the actual amount of the meal. The location of the expense will be a factor in determining a reasonable expense.

No claim for a meal reimbursement may be made for:

- breakfast, if the time of departure is later than 7:30 a.m. or the time of return is earlier than 8:30 a.m.
- dinner, if the time of departure is later than 11:30 a.m. or the time of return is earlier than 12:30 p.m.
- supper, if the time of departure is later than 5:30 p.m. or the time of return is earlier than 6:30 p.m.

Departure time is the time the Employee leaves one's home to begin traveling on behalf of the Employer.

Notwithstanding the above, an Employee authorized to be away from their headquarters after 5:30 p.m. and having worked six (6) hours will be eligible for a supper meal expense.

### 11.2 Mileage

The Employer will reimburse Employees for all authorized travel. Employees who are required to use a vehicle for company business at the Employer's request and agree to use a privately owned vehicle for such business shall be reimbursed at PSGE rates. An Employee's request to use a private vehicle must be approved by a Manager.

### 11.3 Hotel Accommodation

Hotel: Actual and reasonable charges supported by a receipt. Charges in excess of such amounts as may from time to time be determined by the Employer must be approved by the Employee's Manager.

An amount of **fifty dollars (\$50.00)** per night (no receipt necessary) will be paid for accommodation in private residences. Amounts in excess of **fifty dollars (\$50.00)** per night will be accepted only when accompanied by a receipt and a signed statement from the Employee that no other accommodation was available.

## 11.4 **Incidental Expenses**

### 11.4.1 **Travel – North America**

When **overnight** travel away from headquarters is authorized, actual and reasonable charges will be paid for such items as taxis, off-street parking and storage of vehicles, telephone, fax, internet access, laundry, dry cleaning, valet services and gratuities. **For authorized same-day travel, reasonable charges will be paid for taxis and off-street parking.**

No receipt is required for incidental expenses of **five dollars (\$5.00)** or less, **when an expense has been incurred. Employees will submit their itemized expense claim within the reporting pay period the expenses are incurred.**

### 11.4.2 **Travel – International**

**From October 1, 2024 to November 28, 2025** for travel outside Canada and the U.S.A., incidental expenses may be claimed up to a maximum of twenty-five percent (25%) of the actual meal expenses if three meals are claimed, or up to thirty-three percent (33%) if two meals are claimed. No receipts are required for incidentals. **From November 28, 2025 until the end of the term of this Agreement expiring September 30, 2027, incidental expenses for travel outside Canada and U.S.A shall be administered in accordance with Article 11.4.1.**

### 11.5 **Air Travel – International**

Employees may be allowed to fly business class on overseas flights.

### 11.6 **Employer Issued Credit Cards**

The Employer may issue a credit card to employees who travel for the Employer. Credit cards will be issued in accordance with the Credit Card Policy. Receipt of an Employer credit card is voluntary.

### 11.7 **Travel Documents**

Employees will be reimbursed the cost of Travel Documents when required for work travel.

### 11.8 **Out-of-Province Medical Insurance**

The Employer will provide medical insurance for out-of-province trips.

11.9           **Payment of Membership Fees**

The Employer agrees to pay the membership fees of all Employees who are required to be a member of an association in the course of their duties.

11.10          **Relocation Allowances**

An Employee whose headquarters is changed voluntarily shall be reimbursed for relocation expenses to a maximum of \$2500.

An Employee whose headquarters is changed involuntarily shall be reimbursed for reasonable relocation expenses. Estimates from three (3) companies will be required.

Additional information is available within the relocation policy.

**ARTICLE 12    VACATION LEAVE**

12.1           **Vacation Entitlement**

- i) All Employees shall be entitled to receive vacation leave with pay within the fiscal year in which it will be earned. Less-than-full-time Employees working a defined percentage of full-time hours shall have their vacation entitlement pro-rated as defined in the Employee's letter of employment.
- ii) Employees shall be entitled to take fifteen (15) days' vacation leave with pay during the first complete fiscal year following the date of employment and thereafter up to, but not including, the fiscal year in which they complete eight (8) years of service. Such leave shall be earned at the rate of one and one-quarter (1 1/4) days for each completed calendar month of service.
- iii) Employees shall be entitled to take twenty (20) days' vacation leave with pay during the fiscal year in which they complete eight (8) or more years of service up to, but not including, the fiscal year in which they complete fifteen (15) years of service. Such leave shall be earned at the rate of one and two-thirds (1 2/3) days for each completed calendar month of service.
- iv) Employees shall be entitled to take twenty-five (25) days' vacation leave with pay during the fiscal year in which they complete fifteen (15) or more years of service up to, but not including, the fiscal year in which they complete twenty-two (22) years of service. Such leave shall be earned at the rate of two and one-twelfth (2 1/12) days for each completed calendar month of service.
- v) Employees shall be entitled to take thirty (30) days' vacation leave with pay, provided they complete twenty-two (22) or more years of

service in that fiscal year. Such leave shall be earned at the rate of two and one-half (2 1/2) days for each completed calendar month of service.

## 12.2 **Vacation Entitlement in the First Fiscal Year of Employment**

The month in which the Employee commences employment shall be considered a complete month of service when the Employee begins work on the first working day of the month. These Employees shall be entitled to take, from that day to the following March 31, vacation leave with pay of one and one-quarter (1 1/4) days for each completed calendar month of service. Where an Employee begins employment on a day other than the first working day of the month such vacation earnings will be prorated for that month.

## 12.3 **Vacation Leave - Less-Than-Full-Time Employees**

All less-than-full-time Employees working undefined hours shall be paid vacation allowance at the appropriate rate of gross wage earnings on each pay cheque.

Vacation allowances shall be paid at the following rates:

- six percent (6%) when the vacation entitlement is fifteen (15) days' vacation
- eight percent (8%) when the vacation entitlement is twenty (20) days' vacation
- ten percent (10%) when the vacation entitlement is twenty-five (25) days' vacation
- twelve percent (12%) when the vacation entitlement is thirty (30) days' vacation.

Employees who receive vacation allowance on each pay cheque shall be granted leave of absence without pay, if requested. The leave must be taken at a time mutually agreed between the Employee and the Manager following the vacation entitlement as outlined in 12.1.

An Employee may elect to bank their vacation allowance which will be paid out when they take vacation.

## 12.4 **Service Recognition**

**Years of service to determine vacation entitlement shall include the following:**

**Service with Tourism Saskatchewan, Government of Saskatchewan, any Board, Commission or Crown Corporation of the Government,**

**Saskatchewan Health Authority and Affiliates, Saskatchewan Association of Health Care Organizations (SAHO), Boards of Education in Saskatchewan, Saskatchewan School Board Association, Saskatchewan Universities, all SGEU Bargaining Units, and service as a paid staff member of the SGEU.**

**The onus shall be on the Employee to inform the Employer of any previous service under this Article. The recognition of any additional years of service resulting in an increase of vacation entitlement will be effective in the fiscal year the Employer is notified.**

**12.5 Vacation Leave Must be Authorized**

Leave provided in this Article must be authorized by the Employee's Manager or delegate.

Every effort will be made to permit the taking of leave between May 1 and October 1 in each year.

Vacation leave shall be rotated to ensure equality regardless of seniority.

No Employee shall be required to work during scheduled vacation. However, should an Employee agree to work, the vacation period so displaced shall, at the Employee's option, either be added to the vacation period or reinstated for use at a later date mutually agreed upon.

An Employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the Employee and the Manager.

Vacation leave, including the use of other banked time credits, will not exceed four (4) consecutive weeks at one time, unless otherwise approved by the Manager.

**12.6 Vacation Carry-over**

An Employee shall be entitled to carry over any unused vacation entitlement from one fiscal to the next, to a maximum of five (5) days. Additional amounts may be carried over with approval of the President. Such requests and the President's response shall be in writing. Any payout which may result shall be at the Employee's current rate of pay.

**12.7 Designated Holiday During Vacation Leave**

When any holiday designated in Article 13 falls within an Employee's annual vacation, that day shall not be counted as a vacation day.

12.8 **Sickness During Vacation**

When an Employee qualifies and is approved for sick leave, bereavement, or any other approved leave during the Employee's vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, by mutual agreement between the Employer and the Employee, be either added to the vacation period or reinstated for use at a later date. Substantiation of all claims for deferred vacation **may be requested and shall** be provided, when requested.

12.9 **Vacation Leave on Retirement**

**This article applies to employees aged 50 and over.**

An Employee leaving Tourism Saskatchewan on retirement shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement, **or;**

When six months' notice is given, an employee leaving Tourism Saskatchewan on retirement shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement and any balance of vacation that has been earned by the retirement date. In extenuating circumstances the six months' notice may be waived.

12.10 **Vacation Pay on Partial Months of Work**

When in any calendar month of employment an Employee does not receive their full monthly salary, they shall receive together with their regular pay for that part-month, vacation pay at the rate of:

- 6.36% if they earn vacation leave at fifteen (15) days per year
- 8.64% if they earn vacation leave at twenty (20) days per year
- 11.00% if they earn vacation leave at twenty five (25) days per year
- 13.44% if they earn vacation leave at thirty (30) days per year

12.11 **Vacation Pay on Overtime Earnings**

An Employee shall receive together with their payment for overtime earnings, vacation pay at the rate specified in Article 12.9.

12.12 **Vacation Pay on Separation**

An Employee who leaves the service of the Employer shall be paid in lieu of earned vacation leave which has not been used. In the event of the death of an Employee, any amount due under this Article shall be paid to the Employee's estate.

12.13 **Cancelling of Approved Vacation Leave**

Where the Employer cancels an Employee's approved vacation leave and such cancellation causes the Employee and/or their family member(s) to forfeit travel deposits or fares, the Employer will reimburse the Employee to the extent of such loss.

12.14 **Vacation Leave Records**

A record of all unused vacation leave will be kept by the Employer. At the close of each fiscal year, each Employee shall review the records of the Employer and verify that the accumulated vacation leave is correct.

**ARTICLE 13 DESIGNATED HOLIDAYS**

13.1 **Designated Days**

Leave of absence with pay shall be allowed for: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and one other day per year as mutually agreed to by the parties. For the term of this Agreement, that additional day will be: December 27<sup>th</sup> **2024**, December **29<sup>th</sup> 2025**, December **29<sup>th</sup> 2026**, and **any other day proclaimed as a public holiday by the Provincial Government.**

13.2 **Falling on a Weekend**

For field Employees and all other Employees whose regular weekly days off are Saturday and Sunday on a permanent basis, the following rules shall apply:

When any of the above holidays falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu thereof.

When any of the above holidays falls on a Saturday, the President shall designate another working day, either the preceding Friday or the following Monday to be observed as the holiday in lieu thereof.

For Employees whose regular weekly days off are not Saturday and Sunday on a permanent basis, designated holidays shall be non-transferable.

13.3 **Working on a Designated Holiday**

An Employee who is required to work a full day on a designated holiday shall be entitled to leave of absence with pay of one and one-half (1 1/2)

days in lieu of the said holiday, provided that if such leave of absence with pay cannot be granted within three (3) months they shall be paid, in addition to their regular pay, at the rate of one and one-half (1 1/2) times their regular pay for the holiday worked. By mutual agreement the three (3) month period for granting leave with pay may be extended.

An Employee who is required to work a part of a designated holiday shall be paid at the rate of one and one-half (1 1/2) times their regular pay for each hour up to the normal hours which they work.

An Employee who is required to work overtime on a designated holiday shall be paid at the rate of two and one-half (2 1/2) times their regular pay for each hour in excess of normal hours which they work.

When a holiday falls on an Employee's assigned day of rest, and they are required to work on such holiday, they shall be paid, in addition to their regular pay, at the rate of time and one-half (1 1/2) for all hours worked and shall also be granted a day off in lieu of the assigned day of rest. The day off shall be mutually arranged between the Employee and their supervisor, but must be granted within the three (3) month period following the originally assigned day.

## **ARTICLE 14    JOB EVALUATION PLAN**

### **14.1            Job Evaluation Plan**

The Parties recognize the Job Evaluation Plan (JEP) implemented in 2010. The current positions are attached as Appendix B. Any changes to the JEP shall be negotiated between the parties.

### **14.2            Job Profile**

The Job Profile is the complete list of factor ratings, including rationale, for each position.

### **14.3            Manual of Job Profiles**

A current manual of Job Profiles and Job Descriptions shall be available at the request of an Employee during regular working hours. The Employer shall provide a current copy of all Job Profiles and Job descriptions to the Union.

### **14.4            New Positions**

Whenever a new position is created, the parties will bargain collectively for its exclusion or inclusion in this Agreement, and if included, for its hours of

work designation, probationary period and rate of pay. Where possible, the parties will reach agreement prior to the position being posted.

**14.5 Arbitration of Disputes**

If agreement is not reached on any of the items in Article 14.4, the Employer may assign an hours of work designation, probationary period and rate of pay, and proceed to fill the position in accordance with Article 4, and the dispute shall be resolved pursuant to Article 20.

The rate or range of pay when finally decided will be retroactive to the date of appointment of any Employee(s) hired. The retroactive application of the hours of work and probationary period will be a matter for the arbitrator to deal with, if the parties are unable to negotiate an agreement.

**ARTICLE 15 JOB PROFILE RECONSIDERATION**

**15.1 Reconsideration of Job Profile**

When a permanent Employee, the Union or the Employer feel that a position is incorrectly rated, a request for reconsideration of the Job Profile may be made as follows:

- a) The Employee, Union or Employer shall make a request for reconsideration of the Job Profile in writing using the format available from the JEP. The manager will have up to thirty (30) calendar days to provide input and sign their acknowledgement of the request. The completed reconsideration request is then submitted to the Human Resources Office
- b) Within thirty (30) days of receiving the request for reconsideration, the Human Resources Office will provide written acknowledgement of receipt of the request to the Employee and the Union.
- c) Within one hundred twenty (120) days of receiving the request for reconsideration, the Human Resources Office will notify the Employee and the Union of the decision. Such notification shall include a rationale for the decision. If the Human Resources Office does not notify the Employee and the Union within this one hundred twenty (120) days, the Employee will be awarded the reconsideration.

**15.2 Job Profile Change in Pay Band**

If a reconsidered Job Profile results in a change in Pay Band, the following procedure will apply:

- a) The incumbent shall be appointed to the position subject to notification and challenge.
- b) The new Job Profile and the name of the incumbent will be circulated for information purposes.
- c) The notification is subject to challenge from more senior Employees within the work unit who could as readily have been assigned the duties which led to the Pay Band change.
- d) The Human Resources Office shall decide the validity of challenges, subject to grievance.
- e) If a challenge is successful, the challenger shall be appointed and the incumbent prior to the challenge shall be laid off and shall exercise the options in Article 7.2.
- f) The Pay Band change shall be effective the nearest first of the month to the Employee's request for review.

**15.3 Time Period to Qualify**

15.3.1 If neither the incumbent nor any challenger is qualified for the reconsidered position, a period of up to one (1) year shall be allowed to the most senior Employee otherwise eligible for the appointment, in order to establish the qualifications required.

15.3.2 Extensions beyond one (1) year may be granted by the President under extenuating circumstances. In all cases of extension, the Union shall be notified.

15.3.3 In the event the incumbent is displaced by this process, the incumbent shall revert to their previous position, or by mutual agreement, a similar position, and the reconsidered position shall become vacant and will be posted and filled in accordance with Article 4.

**15.4 Disputes**

If an Employee or the Union is dissatisfied with the final determination resulting from the reconsideration of the Job Profile, the Employee will have the right to appeal to the Job Appeal Council as follows:

- a) The Employee shall file an appeal in writing to the Human Resource Office using the form available from the JEP.
- b) Within three (3) days of receiving the appeal, the Human Resource Office shall forward the appeal to the Chair of the Council.

- c) Within fifteen (15) days of receiving the appeal, the Chair of the Council shall notify the Employee, the Human Resource office and the Union, of the date, time and place at which their appeal will be adjudicated.

## 15.5 **Job Appeal Council**

### 15.5.1 **Authority of the Council**

The parties agree to establish when required a Job Appeal Council which, subject to the other provisions of this Article, will provide an accelerated mechanism for resolving disputes arising from requests for reconsideration of Job Profiles.

The Council shall have the authority to adjudicate Job Profile reconsideration disputes between Employees and the Employer.

The Council shall direct that one (1) of the following take place in respect of each appeal:

- a) That the appealed position be designated to an existing Pay Band.
- b) That the reconsideration decision is correct and will be upheld resulting in the appeal being denied.
- c) That no appropriate Pay Band exists and that a new Pay Band be negotiated to accommodate the appealed, Job Profile or
- d) That negotiated amendment of an existing factor rating be undertaken in order to accommodate the appealed Job Profile.

Decisions of the Council are final and binding upon the Employer, the Union, and the Employee and are not subject to grievance.

### 15.5.2 **Structure of the Council**

The Council shall be composed of:

- one (1) Employee approved by the Union
- one (1) Employee appointed by the Employer Chair.

The Chair shall be selected by the parties.

Should the Chair or any member of the Council anticipate a personal bias in any appeal placed before the Council, that person shall self-identify and shall request to be replaced.

The parties shall name alternate appointees to act in the place of regular appointees who are unable to serve on the Council, in order to deal promptly and expeditiously with appeals.

**15.5.3 Leave for Proceedings**

The Chair and representatives to the Council shall be granted leave with pay as required in order to prepare for and conduct meetings of the Council.

Employees, witnesses, and the Union representatives (who are Employees of the Employer) appearing before the Council shall be entitled to leave with pay for the purpose of preparation and attending the hearing.

**15.5.4 Meetings of the Council**

Council representatives and the Council Chair shall determine the schedule of meetings consistent with the volume of appeals and related timelines. All three (3) council members shall be present at every meeting.

**15.5.5 Procedures of the Council**

- i) The Council Chair shall notify the Employee, the Human Resources Office and the Union of the date, time and place of the Council meeting at which the Employee's appeal will be adjudicated.
- ii) The Employee and the Employer representative shall appear at Council meetings concurrently. Either may address written and/or verbal statements to the Council; either may call witnesses, and each shall respond to examination by Council. Either may, through the Council Chair, direct questions or make comments with respect to the information presented. Employees may appear alone or supported by a Union representative.
- iii) The Council may request the presence of witnesses who shall provide information as requested.
- iv) In the event that an Employee who has filed an appeal cannot be present at the meeting of the Council which will hear the appeal, timelines may, by mutual agreement, be extended in order to accommodate the Employee's presence.
- v) In conducting deliberations, the Council shall consider the Job Profile specifications and JEP criteria applicable at the time of the Employee's request for review together with evidence presented during the course of the hearings. Council shall consider only the duties and responsibilities of the position at the date of the request for review and shall not consider any changes that may have taken place following the request for review.

- vi) Council decisions shall be by consensus wherever possible and majority shall rule in the final decision.
- vii) Decisions of the Council shall be issued in writing concurrently to the Employee, the Human Resources office and the Union.

15.5.6      **Records of the Council**

The Council shall keep a record of all appeals including name of Employee, program, date appeal filed, date appeal heard, and Council decisions and shall report annually to the parties as requested.

15.5.7      **Costs**

The Employer is responsible for all costs, including travel, sustenance, and clerical support associated with the Council. This includes all Employees and Union representatives providing they all are in the employ of the Employer.

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

**ARTICLE 16      SICK LEAVE AND PRESSING NECESSITY**

16.1      **Sickness**

16.1.1      **Definition of Sickness**

Sickness shall include sickness within the usual meaning of the term **which includes mental health**, as well as preventative medical, **dental** and **other** health treatments, **counselling for mental wellness and treatment for substance use disorder** and shall include injury other than accidental injury arising out of, and in the course of employment with the Employer, except as designated in Articles 16.1.2 and 16.1.3 next following.

16.1.2      **Advances or Loans - Third Party Liability**

If an Employee meets with an accident under circumstances entitling them to recover damages from a third party, the President, instead of paying benefits under this plan, may authorize advances or loans to such Employee to be repaid out of the damages, if any, recovered by the Employee from the third party. The request for an advance or loan must be made in writing and the loan is repayable to the Employer by the Employee should damages not be awarded.

16.1.3 **Employer Reserves Right to Allow Sickness Benefits**

The Employer reserves the right to determine whether an Employee shall be allowed leave benefits, in whole or in part, when their disabilities are the result of engagement in criminal activities.

16.2 **Eligibility for Sick Leave**

16.2.1 **Under Three Months' Service**

Probationary Employees with less than (3) three months' service shall be allowed five (5) days of sick leave. This shall be subject to Article 16.2.4.

16.2.2 **Over Three Months' Service**

Employees with three (3) or more months' service shall, at the beginning of each fiscal year, be credited with fifteen (15) working days sick leave with pay in respect of that fiscal year. Such leave shall be earned on the basis of one and one-quarter (1 1/4) days for each completed calendar month of service. Less-than-full-time Employees working a defined percentage of full-time hours shall have their sick leave credits pro-rated and credited at the beginning of each fiscal year or term as defined in the Employee's letter of employment.

For periods of less than one (1) full calendar month, the amount earned shall be calculated using the formulas:

- for field Employees: regular hours worked x 0.0618 = earned sick leave credits
- for office Employees: regular hours worked x 0.0647 = earned sick leave credits

Any unused days of the foregoing amounts shall be accumulated from year to year.

16.2.3 **Drawing on Future Sick Leave Benefits**

At the discretion of the President, an Employee whose sick leave benefits are exhausted may be permitted to draw on their future credits to a maximum of thirty (30) days. In the event that they separate, die or retire, any overdrawn amount owing will be recovered. The intent is to deal primarily with instances of prolonged illness or accident, or for use when preceded by an illness which has exhausted earned sick leave, or in any other deserving situation.

#### 16.2.4 **Reimbursement of Overdrawn Sick leave Benefits**

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 other half (1/2) shall be available for use during the current year. If any of the latter half (1/2) remains to the Employee's credit at the end of such year, it shall also be applied against any remaining overdrawn sick leave.

#### 16.3 **For Pressing Necessity**

##### 16.3.1 **Definition of Pressing Necessity**

Pressing necessity is defined as personal/family, which includes bereavement leave, leave where time is required to carry out a personal or family responsibility within the context of today's societal demands and pressures. These responsibilities include matters where the Employee has an obligation or duty and where they may be held accountable or answerable in some manner if the obligation is not met. This leave does not apply to purely discretionary personal matters. The individual Employee's judgment should be tempered with good faith reasoning and an understanding that if abused the ability to take time off with pay for important personal or family responsibilities may be denied.

Subject to Article 16.3.2, leave of absence with pay chargeable to an Employee's sick leave credits may be made on the basis of pressing necessity to a maximum of five (5) days per fiscal year. Requests to use sick leave credits for this purpose shall be made in writing to the immediate supervisor. Requests may be granted in response to oral requests provided that a written request shall be submitted after the leave has been granted.

Requests for pressing necessity will be approved in accordance with the pressing necessity policy negotiated between the parties.

##### 16.3.2 An Employee who maintains a minimum of seventy-five (75) days of sick leave credits may be permitted by the President to use sick leave credits for pressing necessity.

An Employee with less than seventy-five (75) days of sick leave credits may be granted up to three (3) days sick leave by their immediate supervisor for pressing necessity, cumulative from year to year, until a minimum of seventy-five (75) days of sick leave credits have been accumulated.

An Employee with less than seventy-five (75) days of sick leave credits who requires leave with pay in excess of permitted limits, may be granted an advance to a maximum of three (3) days of sick leave credits. This advance will be charged against the Employee's sick leave credits in the following year.

16.3.3 Employees who are not eligible to charge leave with pay for pressing necessity to sick leave credits may use time-off-in-lieu, vacation leave, banked hours, or other leave provisions of this Agreement.

16.3.4 Leave of absence without pay may be granted by an Employee's immediate supervisor for reasons of pressing necessity.

16.3.5 **Additional days may be approved from pressing necessity for bereavement leave.**

#### 16.4 **Use of Sick Leave Benefits**

An Employee absent from duty on account of sickness or other pressing necessity must inform their immediate supervisor before the hour they are to report for duty. The Employer may deny sick leave to any Employee during the hours they were required to call in sick but failed to do so.

The Employer may require an Employee in a designated group of Employees to call in sick up to two (2) hours before their scheduled start time at their headquarters where another Employee has to be called to replace them.

#### 16.5 **Medical Certificate**

The Manager may require an Employee to provide **medical verification if the Employee has been absent for more than five (5) consecutive working days or has been absent twice for two (2) or more days in the preceding twelve (12) months.** If the Employee's **practitioner** charges the Employee for producing the certificate, the Employer will pay for it. The Employer has the right to reasonably contact the Employee while on sick leave for urgent work matters and for health updates.

#### 16.6 **Medical Examination Requested by Employer**

The Employer and Union agree to work together to explore reasonable options before a medical examination is required by the Employer. The Employer reserves the right to call for an examination by a physician who is selected through mutual agreement with the Union, if such action is considered advisable. When the Employer wants an examination, the Employer will advise the Union in advance with the rationale for the request. **The Employer will consider Employee preferences. The**

**Employee shall receive any and all information as provided to the Employer. The resulting Independent Medical Evaluation (IME) information should be limited to what is reasonably necessary for the Employer to determine the current issue precipitating the IME.**

**Where an Employee refuses to undergo a required IME, next steps will be outlined in writing by the Employer.**

The Employer will pay any costs associated with the medical certificate or the examination.

16.7 **Medical Donor Leave**

An Employee will be granted time off with pay not charged to sick leave to donate an organ or bone marrow. The Employee shall be granted leave with pay for the period required for the donation and recuperation as approved by a medical physician, to a maximum of twenty (20) working days. **The Employee is entitled to take up to twenty-six (26) weeks for recovery purposes and may access sick leave after the first twenty (20) working days.**

16.8 **Designated Holiday During Sick Leave**

Holidays designated in Article 13 occurring during the period when an Employee is on sick leave shall not be charged against the Employee's sick leave credits.

16.9 **Sick Leave Earned During Year of Separation**

The amount of an Employee's earned sick leave for the fiscal year in which they are separated shall be calculated on the basis of one and one-quarter (1 ¼) days for each completed month of service in that fiscal year. For periods of less than one full calendar month the amount earned shall be calculated using the formulas contained in Article 16.2.2.

16.10 **Exceeding the Sick Leave Benefits**

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

16.11 **Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. At the close of each fiscal year, each Employee shall review the records of the Employer and verify that the accumulated sick leave is correct.

16.12 **Coming From Public Service, Boards, Commissions or Crown Corporations**

**Employees coming from Public Service, Boards, Commissions or Crown Corporations of the Government of Saskatchewan (including Tourism Saskatchewan) shall be allowed to transfer their accumulated unused sick leave credits upon providing proof of their entitlement, provided the Employee's break in service is no greater than three (3) years.**

**ARTICLE 17 LEAVE OF ABSENCE**

17.1 **Definite Leave**

Definite leave is leave of a specified duration of up to two (2) years. Providing satisfactory arrangements can be made for the performance of an Employee's work, definite leave of absence without pay may be granted for valid reasons to any Employee by the Employer. The Employee's request and the Employer's response shall be in writing. Requests for such leave shall be made one (1) month in advance of the commencement date, except in unavoidable circumstances.

An Employee who has been granted definite leave may make an additional application for a period of leave consecutive with the first period to a maximum of two (2) years.

17.2 **Maternity Leave - Adoption Leave – Parental Leave**

17.2.1 **Maternity Leave – Adoption Leave**

An Employee who has completed thirteen (13) consecutive weeks of service, who makes application for leave at least four (4) weeks in advance of the requested commencement date, or the date the child is expected to come into the Employee's care and who provides the Employer with a medical certificate certifying that they are pregnant if requested or a letter confirming a pending Adoption, shall be granted leave consisting of:

- A period not exceeding twenty-four (24) months.
- An additional period equal to the period between the estimated date of birth specified in the medical certificate and the actual date of birth, if the date of birth occurs after the date mentioned in the certificate or the expected and actual date the child came into the Employee's care.
- An Employee may make application for further leave under Article 17.1 or Article 17.9.

17.2.2 In the event of complications arising out of pregnancy such that the Employee is unable to return to work at the expiry of an approved leave of

absence, they will receive payment of normal salary from accumulated sick leave benefits.

17.2.3 If an Employee is unable to perform all of their normal duties due to pregnancy, they will have their duties modified or be assigned to another position where possible. If accommodation is not possible, the Employee is entitled to take sick leave.

17.2.4 **Parental Leave**

An Employee who has completed thirteen (13) consecutive weeks of service and who makes application for parental leave at least four (4) weeks in advance of the date the leave is to commence, shall be granted a leave of up to thirty-seven (37) weeks. Such leave to commence not more than twelve (12) weeks before the estimated date of birth or the date the child is expected to come into the Employees care and end not more than twenty-four (24) months after the date of birth or the date on which the child came into the Employee's care.

17.2.5 Upon reasonable notice, an Employee granted leave shall be entitled to return from such leave in advance of the date to which the leave was granted.

17.2.6 **Maternity Leave – Adoption – Parental Leave Top-up**

- i) An Employee who qualifies for maternity/adoption/parental leave and has been employed for a period of six (6) months shall be paid a maternity/**adoption/parental** leave top-up allowance. In order to receive this top-up, the Employee must provide to the Employer, proof that they have applied for and are eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act. An Employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for a maternity/adoption/parental leave top-up; and
- ii) The maternity/adoption/parental leave top-up will consist of seventeen (17) weeks. Payments will be equivalent to the difference between the employment insurance gross benefits and ninety-**five** percent (**95%**) of the Employee's regular pay. Benefits will be calculated in accordance with Article 17.12; and
- iii) In the event the Government of Canada changes the duration employees can receive Employment Insurance (EI) payments (changing the number of weeks available for the leave), the Employer will not incur any additional cost to the current practice of paying the top-up benefit based on a 12-month leave; and
- iv) Employees will sign a note to promise to return to work for the Employer for a period equal to the same number of weeks that the

top-up is received and to repay the amount of the top-up, or a pro-rated portion thereof, should the Employee not return to work for the number of weeks that the top-up was paid; and

- v) The top-up will commence with the beginning of the EI waiting period. The top-up allowance period includes time using sick leave under Article 16.

### 17.3 **Employee Accompanying Spouse**

Upon the transfer of their spouse, a permanent Employee shall upon request be granted up to twelve (12) months indefinite leave. Renewals, and other conditions of this leave, will be in accordance with Article 17.9.

### 17.4 **Non-Discrimination**

The Employer shall not dismiss or lay off an Employee who has completed twenty (20) consecutive weeks of continuous employment with the Employer solely because they are pregnant, or because they have applied for leave in accordance with Articles 17.2.

### 17.5 **Caregiving Leave**

An Employee may be entitled to a definite leave of absence to care for their child, children, spouse, parents or sibling for a maximum of twelve (12) months without pay when they request such leave for good and sufficient cause. Such requests shall be in writing. Approval shall not be withheld unreasonably.

#### 17.5.1 **Compassionate Care Family Leave**

Employees who qualify for compassionate care benefits under The Employment Insurance Act will be eligible for an unpaid leave of twenty-eight (28) weeks to care for a seriously ill family member. During the leave the Employee will continue to accumulate all benefits and seniority under this collective agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

The Employer will provide payment equal to ninety percent (90%) of the actual weekly rate of pay for the Employee's, Pay Band which the Employee was receiving on the last day worked, prior to the commencement of the leave, during the EI waiting period and the difference between payments received from EI and ninety percent (90%) of the Employee's normal Pay Band which the Employee was receiving on the last day worked, prior to the commencement of the leave, for six (6) weeks.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the Employee shall continue to accrue all benefits and seniority.

#### 17.6 **Interpersonal Violence Leave**

**The parties recognize that Employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the Employer, Employees shall be entitled to a paid leave for a maximum of five (5) days and an unpaid leave for a maximum of a further five (5) days for Interpersonal Violence Leave as provided for in the Interpersonal Violence Leave in the Saskatchewan Employment Act (SEA), Section 2-56.1.**

**Employees will ensure the Employer is notified as soon as possible as to the expected duration of the leave. Upon written notification to the Employer, an Employee may request time off in lieu or vacation to maintain income while on the unpaid portion of the leave. After ten (10) days, an Employee may request to use other applicable leave provisions as per the Collective Agreement. Supporting documentation may be required.**

#### 17.7 **Maintenance of Insured Benefits During Definite Leave**

During any period of definite leave, and subject to the qualifying provisions of the benefits plans, an Employee may elect to maintain insurance benefits for the period they would otherwise have worked, by paying the entire premium.

#### 17.8 **Jury Duty**

Time spent on a scheduled working day by an Employee required to serve as a juror **or where they are required through a subpoena to attend court proceedings** shall be considered as time worked at the appropriate rate of pay.

#### 17.9 **Reinstatement from Definite Leave**

17.9.1 An Employee granted definite leave of absence without pay shall, at the end of the period for which the leave was granted or at such earlier date as may be agreed upon by the Employer, be reinstated in their former position.

An Employee who returns to work from a secondment shall be reinstated in her former position or, at the Employee's request, an equivalent vacant position.

17.9.2 If the position of a permanent Employee was abolished during her absence they shall be subject to the lay-off provisions applicable had they been occupying the position at the time of its abolition.

17.9.3 If an Employee's position was reconsidered upward during their absence, they shall be subject to the provisions applicable had they been occupying the position at the time of its reconsideration.

17.9.4 If the position was reconsidered laterally or downward during the Employee's absence, they shall elect one of the following alternatives:

a) The application of the lay-off provisions.

b) To be retained in the position provided they have the minimum qualifications.

#### 17.10 **Indefinite Leave of Absence**

A permanent Employee may, for valid reasons, be granted indefinite leave of absence without pay by the President. A permanent Employee affected by job abolition shall be granted an indefinite leave of absence without pay upon written request by the Employee.

An Employee on indefinite leave of absence shall be required to apply for extensions annually giving proof that the original conditions under which the leave was granted still prevail.

For up to three (3) years upon conclusion of the indefinite leave, the Employer will electronically notify the employee at time of posting in order for the employee to apply.

#### 17.11 **Leave of Absence for Prolonged Illness**

An Employee suffering prolonged illness shall, on application, be granted definite leave of absence for a period of up to two (2) years when all sick leave credits have been expended.

An extension of up to six (6) months of definite leave shall be granted if the Employer is reasonably assured that the Employee will be fit for duty within that time frame.

An Employee suffering prolonged illness who requires leave further to that granted above shall be granted indefinite leave.

Upon conclusion of the indefinite leave, Article 21.6 shall apply.

#### 17.12 **Employer to Provide Information**

Subject to written authorization from the Employee, the Employer shall make available, where reasonable, information it may have which would facilitate the application of an Employee who is ill, injured, or disabled for any benefit or payment to which the Employee is lawfully entitled.

17.13

### **Benefits Earned While on Leave of Absence Without Pay**

While on leave of absence without pay Employees shall be entitled to earn benefits as follows:

- a) For the first thirty (30) days consecutive calendar days or less of leave:
  - all benefits except any designated holidays which fall in the period of leave.
- b) For the period of leave from thirty-one (31) to ninety (90) consecutive calendar days:
  - sick leave
  - seniority
  - increment benefits only.
- c) For the period of leave after ninety (90) consecutive calendar days:
  - increments in accordance with Article 10.5
  - seniority for the full period of a definite leave, only.

17.14

### **Leave of Absence for Union Business**

17.14.1

#### **With Pay**

The Employer agrees that Employees will periodically require leave of absence for Union business.

The parties recognize that Union leave is integral to harmonious relations and of benefit to both parties. Definite leave of absence with pay shall be granted (subject to reimbursement in accordance with Article 17.13.2) to attend to Union business provided that:

- a) The Employee is authorized by the Union in writing to request such leave.
- b) The Employee requests in writing leave for Union business as authorized by the Union. Oral notice is acceptable in unusual circumstances, but must be followed up by a written request.

- c) The request for Union leave is made on such form or forms as agreed by the parties from time to time.
- d) It shall not unreasonably interfere with the operation of the Employer and it shall not be unreasonably withheld, and
- e) The Union agrees to provide forty-eight (48) hours' notice of requests for Union leave, except in unusual circumstances.

The following provisions shall apply to such leaves:

- a) The Employer will continue to provide the regular earnings and make all normal deductions during such leave. Employees shall continue to accumulate and be entitled to access all benefits and seniority rights under this Agreement during such leave subject to the normal rules of usage.
- b) For the purpose of determining overtime entitlement, approved leave of absence with pay for Union business shall be credited as hours worked, subject to the following:

For field Employees - approved leave to a daily maximum of eight (8) hours reduced by any hours actually worked on that day.

For office Employees - approved leave to a maximum of the normal daily hours for such Employee reduced by any hours actually worked on that day.

#### 17.14.2

#### **Union to Reimburse the Employer**

When the Employer replaces the Employee on Union leave, the Union will reimburse the Employer for the full cost of the earnings of the Employee on leave, including the Employer's cost of benefits as follows:

- i) For the first thirty (30) consecutive calendar days or less:
  - designated holidays (where the Employee is on Union business on both the working day preceding and following the designated holiday).
- ii) For the next sixty (60) consecutive calendar days or less:
  - designated holidays (where the Employee is on Union business on both the working day preceding and following the designated holiday)
  - Unemployment Insurance
  - Canada Pension Plan
  - vacation leave

- PEPP
- iii) For leave in excess of ninety (90) consecutive calendar days:
  - designated holidays (where the Employee is on Union business on both the working day preceding and following the designated holiday)
  - Unemployment Insurance
  - Canada Pension Plan
  - vacation leave
  - PEPP
  - sick leave accumulation.

**17.14.3 Reinstatement from Paid Union leave**

Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice, prior to the expiration date of the approved leave, provided that such return will not result in additional cost to the Employer.

**17.14.4 Without Pay - When Elected or Hired to Union Position**

An Employee who is elected or appointed to a full-time position in any of the bodies to which the Union is affiliated or accepts a paid staff position with the Union may be granted definite or indefinite leave without pay in accordance with Articles 17.1 or 17.9 whichever is applicable. During such leave the application of benefits shall be in accordance with Article 17.12 excepting that an Employee shall continue to earn seniority under this Agreement for a period of up to two (2) years.

**ARTICLE 18 DISCIPLINE**

**18.1 Preamble**

Both parties agree that every effort shall be made through discussion and consultation in an attempt to resolve problems with respect to Employee performance prior to the initiation of disciplinary action.

The Employer acknowledges the right of Employees, including those Employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.

The Employer will advise the Union prior to disciplining an employee.

In the event the Employer initiates disciplinary action against an Employee, except in cases of serious misconduct, the practice of progressive discipline will take place as follows:

18.2 **Right to Have a Union Representative**

Where the Employer intends to meet with an Employee for disciplinary purposes or an employee is being interviewed as part of a formal investigation that has the potential to become disciplinary, the Employee shall be so notified, where possible, in writing **four (4)** hours in advance of the purpose of the meeting, the issue and the Union's assigned steward, and informed of the right to have a Union representative present at the meeting.

**An Employee who is being interviewed as part of an investigation shall be notified in writing of the purpose, the issue and the Union's assigned steward, where at all possible four (4) hours in advance of the meeting, and shall be informed, in writing of their right to have a Union representative present at the meeting. An Employee who waives their right to Union representation shall so indicate in writing.**

18.3 **Verbal Reprimand**

The Manager will verbally outline to the Employee any reasons for the reprimand, how they should correct their work or conduct and what will happen if they fail to do so. As a point of process, the event of the verbal reprimand will be noted in the Employee's file.

18.4 **Letter of Reprimand**

If the Employee displays no positive response to the verbal reprimand, the Manager shall reprimand that Employee by means of a letter of reprimand to the Employee within sixty (60) days attendance in the workplace after the delivery of the verbal reprimand. A copy shall be sent concurrently to the Union office. Such letters shall become part of the Employee's record.

18.5 **Suspension**

If there is still no positive response from the Employee, or in the case of serious misconduct, they will be given written notice of the suspension by the President and the reasons for it in the notice. The days of suspension with or without pay shall be included in the notice. A copy of the suspension notice shall be sent concurrently to the Union office.

18.6

### **Dismissal**

Dismissal shall be effected by the President, and the Employee shall receive written notice of the reasons for dismissal. Such Employee will not be dismissed without just cause. Any Employee who is dismissed, except in cases of misconduct, will be entitled to notice or pay in lieu of such notice as follows:

- one (1) week if without seniority
- four (4) weeks if permanent but less than five (5) years' service
- six (6) weeks if five (5) years' service but less than ten (10) years
- eight (8) weeks for Employees with ten (10) or more years of service.

Such pay shall be in addition to the payment in lieu of earned vacation leave. Earned vacation leave due an Employee shall not be used as any part of the period of notice above.

A copy of the dismissal notice shall be sent concurrently to the Union office.

18.7

### **Involuntary Demotion**

Thirty (30) calendar days' notice shall be given to an Employee who is to be demoted involuntarily. Such notice shall be given to the Employee in writing and shall set out in detail the reasons. A copy of this notice shall be supplied concurrently to the Executive Director of Operations of the Union.

18.8

### **Burden of Proof**

In all cases of discipline and demotion, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the original notice given to the Employee.

18.9

### **Records of Employees**

Employees shall have the right to review their personnel file. Employees have the right to have their written response to disciplinary action placed on their personnel file. A Union representative, with the written authorization of the Employee and with reasonable notice to the Employer, shall have access to the file. The HR Manager or designate will be present with the Employee, Employer or Union Representative during viewing of the file.

Records of disciplinary action on an Employee's personnel file shall be removed from the file after twenty-four (24) months, unless there are disciplinary documents of equal or greater severity placed on the

Employee's file within that period. When such documents are removed, they shall be returned to the Employer or the Union.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

### **19.1 Preamble**

The Employer and the Union recognize the value of regular (and when advisable, prior) consultation with each other in managing a changing work environment and the people who contribute to its success.

It is understood that before a grievance is submitted, the steward or Union will attempt to resolve the dispute through a meeting with the appropriate Manager or President, preferably with the Employee in attendance, and the parties will make an earnest effort to solve problems before they reach the grievance stage. The thirty (30) day period for initiating a grievance under Article 19.5 will commence after this meeting.

### **19.2 Definition of a Grievance**

A grievance shall be defined as any difference or dispute between the Employer and the Union on behalf of any Employee(s), or any difference or dispute between the Employer and the Union.

The Employer shall receive a grievance only when it is submitted in writing on the SGEU Grievance Claim Form by an authorized Union steward or by a paid SGEU Staff Representative.

### **19.3 Access to Grievance Procedure**

With the exception of a grievance which relates to a termination of employment, access to the grievance procedure is limited to an Employee who, at the date of initiating the grievance, is an Employee within the scope of this Agreement.

### **19.4 Permission to Leave Work**

Any Employee who feels that they may have a grievance, or any Employee with relevant grievance information, shall receive permission from their supervisor to leave work temporarily, without loss of pay, in order to discuss the complaint with the appropriate Union representative.

Any steward shall be granted permission to leave work temporarily without loss in pay in order to discuss those matters covered by the grievance procedure.

If it is impossible for the Employee or steward to leave work immediately due to work requirements, other arrangements shall be made on work time as soon as possible.

19.5

### **Grievance Procedure**

An earnest effort shall be made to settle grievances as fairly and promptly as possible in the following manner:

#### **Step 1**

The grievance shall be submitted in writing by a steward or by the Union on behalf of the aggrieved to the manager within thirty (30) calendar days of discovery of cause for a grievance. The manager shall render a decision in writing within ten (10) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the President and the Union.

#### **Step 2**

If a satisfactory settlement cannot be effected at Step 1, the Union may, within fourteen (14) calendar days of receiving the written response at Step 1 submit the grievance to the President who will render their decision in writing within fourteen (14) calendar days of a meeting held to discuss the grievance at Step 2.

#### **Step 3**

Failing satisfactory settlement of the grievance at Step 2, the Union may refer the grievance to arbitration by writing the President within **thirty (30)** calendar days of receiving their written response at Step 2.

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

The grievor(s) and steward shall receive leave with pay to attend grievance meetings with the Employer.

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

19.6

### **Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representatives shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved Employee unless a Union representative is present.

**19.7 Union May File Grievance**

The Union may file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement. Such a grievance shall commence at Step 2.

**19.8 Failure to Act Within Time Limits**

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

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

**19.9 Full Disclosure**

The parties to the grievance process shall provide full disclosure of all information available regarding the grievance at each step of the grievance procedure.

**ARTICLE 20 ARBITRATION**

**20.1 Selection of an Arbitrator**

The parties will reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have an arbitrator appointed.

**20.2 Procedure**

20.2.1 The arbitrator shall fix a time and place of sittings, after consultation with the parties.

20.2.2 The arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

20.2.3 No grievance shall be defeated by any formal or technical objection and the arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute

and to render a decision according to equitable principles and the justice of the case.

20.2.4 In the event that an Employee is called as a witness in an arbitration hearing, the Employer shall grant leave and expenses which shall be applicable as follows:

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) If called by the Union, leave in accordance with Article 17.13, and expenses paid by the Union.
- c) If called by the arbitrator, the parties shall share equally the costs.

### 20.3 **Decision of the Arbitrator**

20.3.1 The arbitrator shall render a decision within fifteen (15) days of the end of the hearings.

20.3.2 The decision shall be final, binding and enforceable on all parties.

20.3.3 The arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement which the arbitrator deems just and equitable.

20.3.4 Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

### 20.4 **Expenses of the Arbitrator**

The fees and expenses of the arbitrator and any other common expenses shall be shared equally by both parties.

### 20.5 **Expedited Arbitration and Mediation Process**

20.5.1 The parties shall meet quarterly or as often as required to review outstanding grievances filed with the Employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.

20.5.2 All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- a) dismissals
- b) failure on probation
- c) suspensions in excess of twenty (20) work days
- d) policy grievances
- e) grievances requiring substantial interpretation of a provision of the Collective Agreement
- f) grievances requiring presentation of extrinsic evidence
- g) grievances where a party intends to raise a preliminary objection
- h) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process, but either party may remove it from the expedited arbitration process at any time prior to hearing and forward it to a regular arbitration hearing.

- 20.5.3 By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.
- 20.5.4 The parties shall mutually agree upon a list of arbitrators who shall be appointed to hear and resolve groups of grievances.
- 20.5.5 The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- 20.5.6 Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- 20.5.7 All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- 20.5.8 No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use Employees designated by the President.
- 20.5.9 Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.
- 20.5.10 The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

20.5.11 The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Articles 20.1 through 20.4, excepting Article 20.3.1.

20.5.12 The decision shall be final, binding and enforceable on all parties.

20.5.13 **Procedure Guidelines**

The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representatives to ensure that all relevant clauses are put before the arbitrator.

General rules of evidence will be waived except for the rule of "onus."

Mediation: Representatives must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before them. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

**ARTICLE 21 WORKERS' COMPENSATION**

21.1 **Workers' Compensation**

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

21.2 **Normal Earnings Maintained for First Year**

From and including the day 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 Employer on behalf of the Employee.

The total compensation received by an Employee shall not exceed normal earnings. A less-than-full-time Employee's normal earnings shall be the average of their last fifty-two (52) weeks.

### 21.3 **Sick Leave Top-up for Second Year**

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 Employer 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.

The total compensation received by an Employee shall not exceed normal earnings. A less-than-full-time Employee's normal earnings shall be the average of their last four (4) pay periods. Proof of disability will be required before such payments are made.

After two (2) years from the date of injury or when the Employee's sick leave credits are exhausted, whichever occurs first, the Employee shall receive payments directly from the Worker's Compensation Board only.

### 21.4 **Employee Status and Benefits**

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.

Notwithstanding the foregoing, an Employee who is being paid on the basis of this Article shall be entitled to carry forward any unused vacation leave up to and including the full entitlement for the month of the injury, until they return to work, but they shall not earn any vacation leave credits.

### 21.5 **Indefinite Leave After Two Years or When Sick Leave Runs Out**

After two (2) years from the date of injury or when their sick leave credits are exhausted, whichever occurs first, the Employee shall receive an indefinite leave of absence and earn benefits in accordance with Article 17.12. They shall be paid out any outstanding vacation leave credits; any-over expenditure of vacation leave credits shall not be recovered.

21.6 **Return to Work**

When an Employee is fit to return to work and their leave has been for less than two (2) years, they shall return to their former position if they are able. If they are not able to return to their former or equivalent position, the paragraph next following will apply.

When any Employee is fit to return to work from indefinite leave granted under this Article, the parties will meet to determine a suitable position and/or re-employment plan.

The Employer may require a statement of medical fitness.

This Article 21.6 shall also apply to Employees returning to work after the conclusion of leave granted under Article 17.10 (Leave of Absence for Prolonged Illness).

**ARTICLE 22 OCCUPATIONAL HEALTH AND SAFETY**

22.1 **Joint Employer-Employee Committees**

Joint Employer-Employee Occupational Health Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two (2) and not more than twelve (12) members. At least one half (1/2) of the committee members shall be Employees elected or appointed by the Union members or the Union, and each committee shall have Employer and Employee co-chairpersons, as appointed by their respective parties.

22.2 **Health and Safety Orientation and Instruction**

The Employer agrees to acquaint all Employees in the hazards of the workplace and its equipment and work processes, and to train all Employees in proper and safe work practices, during working hours.

22.3 **First Aid**

Adequate first aid supplies (based on Workers' Compensation Board recommendations) shall be provided at all Employer work sites and for all Employer-supplied vehicles. The Employer will provide and properly maintain a medical aid log book at each first aid station.

The Employer shall make provision for training for first aid, based upon the recommendations of the Occupational Health Committee.

The Employer will supply winter survival kits acceptable to the Saskatchewan Safety Council for use for out-of-city work assignment.

22.4 **Protective Clothing and Equipment**

Any necessary clothing and personal protective equipment will be provided by the Employer at the Employer's expense.

22.5 **Working Alone**

Where any Employee works in relative isolation, the Employer will take reasonably practicable steps to eliminate or reduce the risks arising from working alone in relative isolation.

22.6 **Occupational Health Committee**

22.6.1 The Occupational Health Committee shall have a continuing concern with respect to the health and safety of workers at the workplace. The committee shall meet not less than quarterly. The committee shall receive, consider and recommend solutions respecting health and safety concerns at the workplace. Committee members shall be given reasonable opportunity during regular working hours to deal with such concerns.

22.6.2 Quorum at each committee meeting will be satisfied if at least half (1/2) of its members are present, and if at least half (1/2) of those members present are worker representatives and one (1) Employer representative is present.

22.6.3 The Employer will consider as hours worked, all time spent by committee members at committee meetings, conducting business authorized by the committee, and reporting to Employees on the progress of the committee's work. Such hours worked will be subject to the hours of work provisions of Article 9.

22.7 **Committee Minutes**

Every committee meeting will be recorded in its official minutes, copies of which will be posted in each workplace on a bulletin board which is for the exclusive use of the committee, with copies promptly forwarded to the Employer, the Executive Director of Operations of the Union, and the appropriate government department/ministry. All committee minutes will be kept with other committee records and correspondence, and shall be available for inspection by any Employee, the Employer, and the Union.

22.8 **Workplace Inspections**

The committee shall conduct workplace inspections at intervals it deems advisable, and shall notify the Employer in writing of any unsafe conditions found. The Employer shall promptly undertake suitable corrective measures, and will report in writing to the committee of the action they have taken.

## 22.9 **Committee Investigations**

Each committee shall promptly investigate all fatalities and serious injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the Employer and the Executive Director of Operations of the Union (and the Department of Labour if required or deemed advisable).

## 22.10 **Right to Refuse**

22.10.1 Every Employee, through consultation with their steward, has the right to refuse work which they feel is dangerous, provided that prior to such refusal, they have informed their supervisor and the worker committee co-chairperson of their opinion.

22.10.2 The committee shall promptly investigate each refusal and, if it is able, make a decision on whether such refusal was warranted. If such action was warranted, the committee will notify the Employer of any unsafe condition(s), and the Employer will undertake suitable corrective measures, and report in writing to the committee of action they have taken. If the committee is of the unanimous opinion that the worker's refusal was unwarranted, the committee will meet with the worker(s) affected, and report to them the reasons for its decision.

22.10.3 The Employer shall not re-assign disputed work to another worker until the committee's investigation has concluded that the work is safe.

22.10.4 If the Employer takes action against any worker (such as discipline, demotion, transfer, etc.), such action will be considered to be discriminatory unless the Employer shows good and sufficient other reason for taking such action. Temporary assignment to alternative work at no loss in pay or benefits during the worker's refusal will not be considered as discriminatory action.

## 22.11 **Occupational Health Committee Training**

Subject to reasonable notice being given, all members or alternates of a committee may receive up to five (5) days leave with pay, per year, to attend appropriate occupational health and safety training courses or seminars conducted by the appropriate government department/ministry **by an approved training agency or by the Union** and approved by the Employer. **The Parties agree to annually discuss and investigate relevant safety training, including fire committees.**

22.12 **Video Display Terminals (VDT)**

22.12.1 Employees shall receive, as required, a ten (10) minute non-VDT work assignment for every hour that they are working on a VDT.

22.12.2 After an Employee has exhausted eye care coverage under the benefit plan, the Employer agrees to pay the cost of one (1) eye examination every two (2) years for Employees who regularly work on a video display terminal, when an exam is recommended by a physician (annually) who has determined the use of the VDT is the cause of the physical problem.

22.13 **Provision of Information**

22.13.1 The Employer shall regularly provide the Union with statistical information on all occupational injuries and illnesses sustained by all Employees, as reported to the Workers' Compensation Board.

22.13.2 The Employer will notify the committee and the Executive Director of Operations of the Union when the Employer becomes aware of:

- any Notice of Contravention it receives, and will notify both of the progress the Employer is making towards remedying such Notice of Contravention
- any fatality or serious injury sustained by any Employee
- any dangerous occurrence that could have caused injury to any worker.

22.13.3 The Employer will notify the Executive Director of Operations of the Union when the Employer conducts or has conducted for it any investigation or study:

- of the workplace where it may have a bearing on any occupational health and safety matter that may affect Employees
- of any accident or injury or dangerous occurrence,

and the Employer shall promptly furnish the Executive Director of Operations of the Union with a copy of all interim and final reports prepared as a result of such investigation(s).

22.13.4 The Employer will provide to the Executive Director of Operations of the Union any report the Employer receives from a third party that has any bearing on any occupational health and safety matter that may affect Employees.

## **ARTICLE 23 HARASSMENT-FREE WORKPLACE**

### **23.1 Statement of Agreement by the Parties**

To create a harassment-free workplace, the parties are committed to the joint development of proactive programs to attempt to eliminate harassment. The parties further agree harassment in the workplace will not be tolerated. All Employees are encouraged to use this policy prior to involving outside agencies. This process will abide by the principles of fundamental justice and will not infringe on the *Canadian Charter of Rights and Freedoms* or other applicable statutes.

### **23.2 Definition of Harassment**

Harassment means any inappropriate conduct, comment, display, action or gesture by a person that is based on race, creed, religion, colour, sex, sexual orientation, gender identity, marital status, disability, family status, physical size or weight, age, nationality, ancestry, or place of origin.

Harassment is defined as any unwelcome or unwanted action by any person against another. It can be non-verbal, verbal or physical action or display of materials of a sexual or non-sexual nature, on a single or repeated basis, which humiliates, bullies, insults, degrades, threatens or intimidates.

"Unwelcome or "unwanted" in this context means any actions which the harasser knows, or reasonably ought to know, are not desired by the victim of harassment.

Harassment is not bona fide work-related interaction such as work assignment, performance feedback, counselling or disciplinary action, nor is it normal social contact between people based on a position of equality or mutual consent.

### **23.3 Roles of the Parties**

The Union will:

- a) Recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- b) Not condone or tolerate any harassment.
- c) Support and encourage its members to speak out and confront harassers.

The Employer will:

- a) Attempt to provide a workplace free of harassment.
- b) Recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behaviour. The Employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment.
- c) Ensure that every Employee is aware that the workplace is to be free of harassment.
- d) Provide training to all Employees pertaining to harassment in the workplace.

## 23.4 **Complaints Procedure**

### 23.4.1 **Obligation**

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation or repercussions after reporting incidents, including any subsequent investigation. Protection may also be appropriate when effecting the final decision on the complaint.

### 23.4.2 **Procedure for Handling Harassment Complaints**

- 1) All complaints of harassment shall be covered by this Article and dealt with in a serious manner.
- 2) Leave without loss of pay for Employees shall be allowed by the Employer for any proceedings under this Article.
- 3) All proceedings under this Article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- 4) No information relating to the **respondent's** or the complainant's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Article unless directly related to the incident in question.
- 5) In the event that the **respondent** and the complainant are members of the Union, the Employer agrees to allow each their right to Union representation.
- 6) **All unionized employees participating in the process have the right to Union representation. The Union at their discretion, may assign one (1) Union representative to attend for all or a group of unionized employees where it is practicable to do so.**

### Step 1 (Informal)

It is the goal of this step to find a resolution to behavior that is disrespectful, discriminatory, or harassing that helps to maintain the dignity and worth of all individuals. At each step of the process, efforts will be made to assist the parties in taking responsibility for their own actions and wellbeing.

#### Option A: Private Discussion

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

Communicating the impact of someone's behavior may prevent a situation from escalating and lead to a resolution. In many cases, acknowledging the concern, being offered an apology, or discussing ways to resolve the problem can bring about a satisfying conclusion to the matter.

This method is recommended and often leads to the most satisfying outcome for both the parties. Informal resolution makes it easier for a complainant to decide to come forward and is also helpful to respondents, especially in cases where clarification of policy, or awareness of the concerns of the complainant, is all that is required to stop the unwelcome behavior and resolve the complaint.

This method of resolution is fast, highly confidential, flexible, prevents escalation, and is simple to use.

#### Option B: Facilitated Process

When direct communication is not possible or appropriate, or has been unsuccessfully attempted, the complainant is encouraged to seek assistance from **one (1) or any combination of** supervisor, manager, Human Resources staff, or **Union**. It allows the parties the opportunity to identify their concerns, discuss underlying interests and values, and work together to find creative and effective resolutions that work for them.

The third party selected will provide a source of unbiased consultation, outline the options, and assist the individual in making initial or additional efforts as an informal resolution. If necessary, they may assist with making a formal complaint.

The advantages of this technique include the third party can offer an unbiased and objective perspective, it helps to identify underlying concerns, issues, and needs of the parties, and it makes it easier to do so.

Confidentiality is also a benefit of this approach and it allows for different or creative solutions.

It must be noted that dependent upon the seriousness of the complaint, a facilitated process may not be appropriate, and the third-party who has been contacted may be obligated to inform the Employer of the seriousness of the complaint. Examples include assault or an act of violence. In this case, the process will proceed to the formal process.

#### Option C: Mediated Process

A mediated method is the utilization of an **accredited** external mediator. The mediator can assist two parties to engage in a respectful and safe process to identify the concern and seek a resolution. The intervention will be documented, but the process will be considered an informal complaint.

Key elements of mediation are:

- Both parties must agree to the mediation process.
- It is voluntary; either can leave at any time.
- Both parties are encouraged to work together to resolve the issue.
- Both parties have control over any decision, and can reject any provision of the agreement.
- Mediation is confidential.
- The mediator has a responsibility to remain neutral and to attempt to assist both parties in reaching an agreement in a voluntary and informed manner.

#### Next Steps

If no satisfactory resolution is achieved through the informal process, then the complainant can move to the formal process.

While the complainant is encouraged to first use the informal process, the complainant does have the option of proceeding directly to the formal process.

23.4.4

#### **Step 2 (Formal)**

- 1) A formal complaint shall be submitted concurrently in writing to the President and to the Union. In instances where the complaint involves the President, complaints shall be submitted to the Chair of the Board. The complaint should give a full detailed account of the incidents forming the basis of the complaint, including times and

locations, witnesses, documentation, and the names of the people involved.

- 2) Upon receipt of the signed written complaint, the President shall:
  - i) determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate workplace,
  - ii) **respondent shall receive the full complaint and have opportunity to respond.**
  - iii) when it is determined that an investigation will occur, an independent investigator will be appointed within five (5) calendar days to investigate the complaint.

The independent investigator will be mutually agreed to by the Employer and the Union.

The Employer shall pay the fees and expenses of the independent investigator.

- 3) It is agreed that as a general principle the **respondent** be the one removed from the immediate assigned work area **should it be necessary**. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- 4) An opportunity will be provided for all affected parties to be heard, in whatever manner is deemed appropriate by the independent investigator.
- 5) A response containing a **detailed report which will contain who was interviewed, statements and the basis in which the independent investigator made their determination** will be submitted in writing within twenty (20) days to the Union chairperson, President or Chair of the Board. This time limit may be extended by mutual agreement of the Union chairperson, President or Chair of the Board. **The respondent and complainant shall receive a full copy of the detailed report.**
- 6) The independent investigator shall have jurisdiction to determine if there is harassment. The independent investigator shall have the authority to determine whether a complaint is frivolous or vindictive and to recommend the appropriate course of action in such cases.

**NOTE: Confidentiality – relates to what has been learned through the process. The respondent and the complainant should know what evidence was brought forward in order to come to the determination.**

Confidentiality shall not preclude one's ability to investigate or accumulate information regarding any case investigated under this Article.

## **ARTICLE 24 BENEFITS PLANS**

### **24.1 Employee Benefits**

During the life of this Agreement, the Employer will provide the following benefits plans in accordance with the respective policies, as amended from time to time.

#### Group Life Insurance

The Employer is a participating Employer in the Public Service Group Life Insurance Plan on behalf of all eligible Employees as determined by the terms of the Plan. The Employer agrees that its share in the costs of the Plan inclusive of any EI rebate that would otherwise be payable to the Employee will be the first \$25,000 of insurance for each covered Employee. This amount will satisfy the full rebate amount due to Employees from Employment Insurance. Additional premium costs for coverage above \$25,000 will be borne by the Employee.

#### Extended Health and Dental Benefit

The Employer will fully fund all Employees' participation in the SGEU Dental Option 2 and the SGEU Health Option 32a or another plan that offers equal or better coverage, as agreed to by the Parties.

The Plan will provide hospital and medical benefits over and above the services provided under *The Saskatchewan Health Services Act*. Employees will participate in the Plan on the same basis as for the Dental Plan.

There will be a six (6) month waiting period for Dental and Extended Health Benefits participation for new Employees before the Employer pays the premium. During the first six (6) months of employment, the Employee can pay the premium if coverage is desired.

### **24.2 Pension Plan**

The Employer and the Employees will continue to participate in the Public Employees' Pension Plan (PEPP). The Employer and Employees will contribute to the PEPP at the rate of **eight point five percent (8.5%)**. Effective October 1, **2026**, the Employer and the Employees will contribute to the PEPP at the rate of **nine percent (9%)**.

### 24.3 **Employee and Family Assistance Program**

The Employer agrees to offer an Employee and Family Assistance Program (EFAP) to its Employees and members of their immediate families (**spouse/partner and dependents**), to enable Employees to receive confidential counselling, treatment or other assistance for personal problems. **Each calendar year, employees will ensure they use available Blue Cross counselling coverage prior to accessing EFAP coverage.**

### 24.4 **Extension of Benefits**

Employees who retire before they reach the age of sixty-five (65) and who have fifteen (15) years of service with the Employer, may continue to participate in the Employer's **Extended Health and Dental Benefit** plans, until reaching the age of sixty-five (65) as permitted by the eligibility rules of the benefit provider.

The Employee will incur any costs associated with participating in these benefits plans.

This request will be in writing from the Employee to the Employer thirty (30) days prior to final date of employment

### 24.5 **Employee Wellness and Health Spending Benefit**

An Employee may access up to \$300.00 annually from October 1 to September 30, for Employee wellness **and/or health spending** activities as per the Employee Wellness **and Health Spending** Policy. **For the first year of employment, the annual amount is pro-rated based on employee start date.**

**Eligible reimbursements under employee wellness categories are taxable. Eligible reimbursements under employee health spending category are not taxable.**

Employees may carry over the annual allotment for **a maximum of three (3) years.**

### 24.6 **Professional Development**

The Employer recognizes the importance for Employees to upgrade current and acquire new skills. Learning is a continuous process that requires a commitment of time and expense.

The Employer recognizes the joint benefit gained by the organization and its employees through improved performance, increased professionalism, and versatility.

Hours spent attending or working on professional development are recorded as per Article 9.14.

24.7

### **Long Term Disability (LTD Plan)**

Participation in the LTD Plan is mandatory. The plan is administered by SGEU and completely funded by employee contribution. Information regarding the plan can be obtained through a steward or Human Resources.

## **ARTICLE 25 EMPLOYMENT EQUITY PLAN**

The parties agree to the development and implementation of an Employment Equity Plan for Tourism Saskatchewan. This responsibility will reside with the Union/Management Committee. The Employer commits to the necessary financial and human resources required. Both parties agree to supply all relevant information for the committee to accomplish this task. Success of this plan depends upon the co-operation and commitment of Union and Employer, and on the committed involvement of the designated groups.

The parties agree to the following:

- a) To establish a joint committee of four (4) members with equal representation from Union and management. The committee members will appoint a chairperson from amongst them. The committee will attempt to use designated groups as ex officio members of the committee.
- b) The committee will endeavour to develop, design and implement a plan for Tourism Saskatchewan.
- c) The committee will be responsible for addressing barriers to equality and examining present and future employment systems for systemic discrimination.
- d) Strategies proposed will identify, eliminate and redress the effect of barriers to equity. Where necessary, particular strategies will be referred to the respective parties for negotiation.
- e) Resource persons may be used as required by the committee.
- f) The designated groups to include in the plan are:
  - **Indigenous** peoples
  - persons with disabilities
  - women in under-represented occupations

- visible minorities
  - **2SLGBTQ+**
- g) The committee shall obtain approval of the plan by the respective parties who may then jointly seek the approval of the Saskatchewan Human Rights Commission.

## **ARTICLE 26 CONFLICT OF INTEREST**

All Employees must be sensitive to the need for recognizing activities which may be a potential source of conflict of interest. They must ensure that their activities and the use of Tourism Saskatchewan resources are consistent with professional ethics and a conscientious discharge of their responsibilities to Tourism Saskatchewan and are not in violation of established Tourism Saskatchewan policies and guidelines.

- 1) The following are some examples that constitute a conflict of interest:
- a) Operating an outside business relationship in direct competition with Tourism Saskatchewan services or on Tourism Saskatchewan time, which may include telephone calls, use of Tourism Saskatchewan resources, materials and equipment, use of mail service, etc.
  - b) When engaging in supplementary professional activities, using the name of Tourism Saskatchewan and/or its materials for the advancement and benefit of personal business interests.
  - c) Securing outside employment which impairs the Employee's performance, duty and workload capabilities at Tourism Saskatchewan.
  - d) Divulging confidential or restricted information to any unauthorized person or release such information in advance of authorization for its release.
  - e) Acting in any official matter where there is a personal interest which is incompatible with an unbiased exercise of official judgement.
  - f) Placing themselves in a position where they are under obligation to any person or organization who might benefit from improper consideration or favour on their part or seek in any way to gain improper treatment from them in the discharge of their official duties and responsibilities.

Due to the range and complexity of Tourism Saskatchewan activities, these provisions cannot be exhaustive.

- 2) However, there are three major principles which will assist in the administration of these provisions for topics not specifically covered.
- First: Openness and full disclosure. Tourism Saskatchewan staff are required to discuss with their out-of-scope manager any actions which are in doubt. When private interests are freely and frankly declared, the possibility of conflict is lessened.
- Second: Employees should enjoy the same rights in their private dealings as any other individual, unless it can be demonstrated that a restriction is essential to Tourism Saskatchewan's best interest.
- Third: Tourism Saskatchewan does not pay for the same service twice. Employees shall not accept monetary or other payment, in addition to normal salary or expenses, for duties which they perform in the course of their employment with Tourism Saskatchewan.
- 3) Employees will devote their best efforts to Tourism Saskatchewan during the normal work week and will avoid any other commitments that will interfere with this duty.
- a) Outside Employment (For Pay)
- i) Employees may be employed outside of Tourism Saskatchewan provided that such employment does not:
    - cause an actual or apparent conflict of interest
    - interfere with regular duties, or
    - involve the unauthorized use of Tourism Saskatchewan premises, equipment, materials or supplies.
  - ii) In the event it is perceived that a potential or actual conflict of interest exists, Employees shall immediately discuss the matter with their out-of-scope manager.
  - iii) Where infringement upon normal duties is unavoidable, the out-of-scope manager may require that all or part of the fee received be paid to Tourism Saskatchewan.

- iv) Employees shall not accept outside employment in a position having essentially the same duties as their Tourism Saskatchewan position unless this is covered by an agreement between Tourism Saskatchewan and the external agency.
- b) Employee Shareholders of Companies Engaged in Business Dealings with Tourism Saskatchewan. Employees shall avoid placing themselves in circumstances of potential conflict of interest connected with the sale of goods, merchandise, or services to Tourism Saskatchewan by:
- i) A private company in which they are a stakeholder or director.
  - ii) By a public company in which they are a director or controlling shareholder.
  - iii) Personal involvement through a partnership or proprietorship.
  - iv) Members of their immediate family (spouses and economic dependents).
    - in the case of transactions where some doubt exists as to whether an Employee may be in conflict of interest, the Employee shall disclose, in advance, their connection with that company, firm, partnership or other entity.
    - disclosure should be made to the appropriate out-of-scope manager who may refer the matter to the President.
- c) Acceptance of Gifts
- An Employee shall not accept a gift, favour or service from any individual, organization, or corporation doing business with Tourism Saskatchewan other than the normal:
- i) Exchange of gifts between friends.
  - ii) The normal exchange of hospitality between persons doing business together.
  - iii) Exchange of gifts as part of protocol or accept such gifts as paintings or sculptures which will become part of the Employer's premises.

## **Disclosure**

- 1) The responsibility for identifying potential conflict of interest rests primarily with the Employee.
  - 2) In potential conflict of interest situations, the manager responsible shall review the situation and, in consultation with the Employee, shall attempt to determine whether or not a conflict of interest actually exists. Conflict of interest situations shall be mutually resolved with the Employee, and the Employee may request the presence of a Union representative at such discussions. In the event that the matter cannot be resolved in this way, the issue will be referred to the President who will make a determination and prescribe a course of action. The President's decision will be subject to the expedited arbitration procedure as per Article 20.5.
  - 3) Where an Employee considers that a potential conflict of interest exists, the Employee shall notify the manager in writing. All disclosure statements are to be treated with strict confidentiality. They will be filed with **Human Resources**.
- 1) In the event a conflict of interest occurs sanctions up to and including dismissal may be imposed by Tourism Saskatchewan. In deciding on the appropriate sanction to be imposed, consideration will be given to all relevant matters including the extent of the conflict, whether the act in question was an isolated incident or part of repeated acts and to any other mitigating circumstances.
  - 2) In instances where an Employee is disciplined, the disciplinary action taken may be subject to the grievance and arbitration procedure.

## **ARTICLE 27 UNION/MANAGEMENT COMMITTEE (UMC)**

The Saskatchewan Government and General Employees' Union and Tourism Saskatchewan acknowledges the need for a continuing and improving working relationship and are committed to working toward this new relationship. To that end the parties agree to meet as needed or as requested by either party.

## **ARTICLE 28 ORGANIZATIONAL TRAINING**

The parties agree that Employees should be provided with opportunity to participate in core training programs. The UMC will determine the core training programs that will be delivered. These programs will be delivered

on an annual basis. All Employees will be required to participate in core training programs. Time spent at this training is considered hours worked.

**ARTICLE 29 TERMS OF AGREEMENT**

**29.1 Duration**

This term of this Agreement shall be from October 1, **2024** to September 30, **2027**.

**29.2 Notice to Renegotiate**

Either party may, not less than sixty (60) days nor more than one-hundred twenty (120) days prior to the expiry date of this Agreement, give notice in writing to the other party to renegotiate a revision thereof. Both parties shall adhere to the terms of this Agreement during collective bargaining.

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

**29.3 Agreement to Continue in Force**

Where written notice has been given pursuant to Article 29.2, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

**29.4 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**29.5 Changes to the Agreement**

Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedure.

## Appendix A – Averaging Periods for Field Employees

### AVERAGING PERIODS FOR FIELD EMPLOYEES

<u>Averaging Period</u>	<u>Hours</u>	<u>Stats</u>	<u>DOs</u>
October/November 2024	352	2	3
December 2024 - January 2025	360	4	3
February/March 2025	328	1	3
April/May 2025	352	2	3
June/July 2025	352	1	2
August/September 2025	344	2	3
October/November 2025	344	2	3
December 2025 - January 2026	360	4	3
February/March 2026	336	1	3
April/May 2026	352	2	3
June/July 2026	360	1	3
August/September 2026	344	2	3
October/November 2026	344	2	3
December 2026/January 2027	352	4	3
February/March 2027	344	2	2
April/May 2027	344	1	3
June/July 2027	352	1	3
August/September 2027	352	2	3

		<u>Working</u>	<u>Hours</u>	<u>Bi-</u>	<u>Two Month</u>	<u>Stat Days</u>	<u>Two</u>	<u>Stat</u>	<u>Bi-</u>	<u>Days Off</u>	<u>Two</u>	<u>Days Off</u>	<u>Bi-</u>
		<u>Days</u>		<u>Monthly</u>	<u>Average</u>		<u>Month</u>	<u>Hours</u>	<u>Monthly</u>		<u>Month</u>	<u>Hours</u>	<u>Monthly</u>
					<u>Hours</u>		<u>Stat Days</u>				<u>Days Off</u>		
					<u>Required</u>								
October	2024	23	184	352	312	1	2	8	16	1	3	8	24
November	2024	21	168			1		8		2		16	
December	2024	22	176	360	304	3	4	24	32	1	3	8	24
January	2025	23	184			1		8		2		16	
February	2025	20	160	328	296	1	1	8	8	1	3	8	24
March	2025	21	168			0		0		2		16	
April	2025	22	176	352	312	1	2	8	16	1	3	8	24
May	2025	22	176			1		8		2		16	
June	2025	21	168	352	328	0	1	0	8	1	2	8	16
July	2025	23	184			1		8		1		8	
August	2025	21	168	344	304	1	2	8	16	2	3	16	24
September	2025	22	176			1		8		1		8	
<b>Totals</b>		<b>261</b>	<b>2088</b>	<b>2088</b>	<b>1856</b>	<b>12</b>	<b>12</b>	<b>96</b>	<b>96</b>	<b>17</b>	<b>17</b>	<b>136</b>	<b>136</b>

		<u>Working Days</u>	<u>Hours</u>	<u>Bi-Monthly</u>	<u>Two Month Average Hours Required</u>	<u>Stat Days</u>	<u>Two Month Stat Days</u>	<u>Stat Hours</u>	<u>Bi-Monthly</u>	<u>Days Off</u>	<u>Two Month Days Off</u>	<u>Days Off</u>	<u>Bi-Monthly</u>
October	2025	23	184	344	304	1	2	8	16	2	3	16	24
November	2025	20	160			1		8		1		8	
December	2025	23	184	360	304	3	4	24	32	2	3	16	24
January	2026	22	176			1		8		1		8	
February	2026	20	160	336	304	1	1	8	8	2	3	16	24
March	2026	22	176			0		0		1		8	
April	2026	23	184	352	312	1	2	8	16	1	3	8	24
May	2026	21	168			1		8		2		16	
June	2026	22	176	360	328	0	1	0	8	1	3	8	24
July	2026	23	184			1		8		2		16	
August	2026	21	168	344	304	1	2	8	16	1	3	8	24
September	2026	22	176			1		8		2		16	
<b>Totals</b>		<b>262</b>	<b>2096</b>	<b>2096</b>	<b>1856</b>	<b>12</b>	<b>12</b>	<b>96</b>	<b>96</b>	<b>18</b>	<b>18</b>	<b>144</b>	<b>144</b>

		<u>Working Days</u>	<u>Hours</u>	<u>Bi-Monthly</u>	<u>Two Month Average Hours Required</u>	<u>Stat Days</u>	<u>Two Month Stat Days</u>	<u>Stat Hours</u>	<u>Bi-Monthly</u>	<u>Days Off</u>	<u>Two Month Days Off</u>	<u>Days Off</u>	<u>Bi-Monthly</u>
October	2026	22	176	344	304	1	2	8	16	1	3	8	24
November	2026	21	168			1		8		2		16	
December	2026	23	184	352	296	3	4	24	32	1	3	8	24
January	2027	21	168			1		8		2		16	
February	2027	20	160	344	312	1	2	8	16	1	2	8	16
March	2027	23	184			1		8		1		8	
April	2027	22	176	344	312	0	1	0	8	2	3	16	24
May	2027	21	168			1		8		1		8	
June	2027	22	176	352	320	0	1	0	8	2	3	16	24
July	2027	22	176			1		8		1		8	
August	2027	22	176	352	312	1	2	8	16	2	3	16	24
September	2027	22	176			1		8		1		8	
<b>Totals</b>		<b>261</b>	<b>2088</b>	<b>2088</b>	<b>1856</b>	<b>12</b>	<b>12</b>	<b>96</b>	<b>96</b>	<b>17</b>	<b>17</b>	<b>136</b>	<b>136</b>

## Appendix B – Positions

Range		Position	Hours of Work Designation	Total Points
1	150-225			
2	226-300			
3	301-375	Administrative Assistant	Office	303
		Travel Counsellor	Office	307
		Digital Asset Coordinator	Office	315
		Industry Database Assistant	Office	318
		Project Coordinator	Field	345
		Junior Accounting Clerk	Office	358
4	376-450	Marketing Assistant	Field	383
		Career Information Coordinator	Field	389
		Graphic Designer	Field	404
5	451-525	Content Coordination Specialist	Field	453
		Information Collection Coordinator	Office	460
		Visitor Services Supervisor	Office	462
		Funding Program Specialist	Office	463
		Workforce Development Specialist (Training)	Field	470
		Senior Payroll Specialist	Office	477
		Network Support Analyst	Field	493
		Programmer/Network Support Analyst	Field	493
		Programmer Analyst	Field	493
		Communications & Marketing Specialist	Field	508
6	526-600	Senior Research Analyst	Field	530
		Senior Accountant	Office	537
		Saskatchewanderer Content Creation Consultant	Field	539
		Digital Marketing Consultant	Field	541
		Travel Trade Market Consultant	Field	544
		Travel Media Consultant	Field	548
		Content Creation Consultant	Field	554
		Business Intelligence Consultant	Field	559
		Industry Marketing Consultant	Field	566
		Workforce Development Consultant	Field	568
		Digital Website Consultant	Field	594
		Digital Product Lead	Field	594
7	601-675	Regional Tourism Development Consultant	Field	616
		Industry Development Consultant	Field	616

## SCHEDULE A – Pay Schedule

### Pay Schedule Effective October 1, 2024 - 3%

Pay Band	Hourly Salary Range		1872 Hours		1941 Hours	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$ 19.05	\$ 26.38	\$ 1,486.71	\$ 2,057.60	\$ 1,541.50	\$ 2,133.45
2	\$ 22.07	\$ 30.54	\$ 1,721.61	\$ 2,382.72	\$ 1,785.08	\$ 2,470.53
3	\$ 25.85	\$ 35.77	\$ 2,015.98	\$ 2,790.07	\$ 2,090.30	\$ 2,892.90
4	\$ 29.53	\$ 40.87	\$ 2,303.42	\$ 3,188.51	\$ 2,388.32	\$ 3,306.03
5	\$ 32.54	\$ 45.01	\$ 2,537.34	\$ 3,511.61	\$ 2,630.85	\$ 3,641.06
6	\$ 35.59	\$ 49.23	\$ 2,775.21	\$ 3,840.68	\$ 2,877.49	\$ 3,982.24
7	\$ 38.42	\$ 53.19	\$ 2,997.21	\$ 4,147.93	\$ 3,107.69	\$ 4,300.82

### Pay Schedule Effective October 1, 2025 - 3%

Pay Band	Hourly Salary Range		1872 Hours		1941 Hours	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$ 19.62	\$ 27.18	\$ 1,531.31	\$ 2,119.33	\$ 1,587.75	\$ 2,197.45
2	\$ 22.73	\$ 31.45	\$ 1,773.26	\$ 2,454.20	\$ 1,838.63	\$ 2,544.65
3	\$ 26.63	\$ 36.84	\$ 2,076.46	\$ 2,873.77	\$ 2,153.01	\$ 2,979.69
4	\$ 30.42	\$ 42.10	\$ 2,372.52	\$ 3,284.16	\$ 2,459.97	\$ 3,405.21
5	\$ 33.51	\$ 46.36	\$ 2,613.46	\$ 3,616.96	\$ 2,709.78	\$ 3,750.29
6	\$ 36.66	\$ 50.71	\$ 2,858.46	\$ 3,955.90	\$ 2,963.81	\$ 4,101.71
7	\$ 39.57	\$ 54.78	\$ 3,087.13	\$ 4,272.37	\$ 3,200.93	\$ 4,429.84

**Pay Schedule – Effective October 1, 2026 – 1.5%**

Pay Band	Hourly Salary Range		1872 Hours		1941 Hours	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$ 19.91	\$ 27.59	\$ 1,554.28	\$ 2,151.12	\$ 1,611.57	\$ 2,230.41
2	\$ 23.07	\$ 31.92	\$ 1,799.86	\$ 2,491.01	\$ 1,866.21	\$ 2,582.82
3	\$ 27.03	\$ 37.39	\$ 2,107.61	\$ 2,916.88	\$ 2,185.31	\$ 3,024.39
4	\$ 30.88	\$ 42.73	\$ 2,408.11	\$ 3,333.42	\$ 2,496.87	\$ 3,456.29
5	\$ 34.01	\$ 47.06	\$ 2,652.66	\$ 3,671.21	\$ 2,750.43	\$ 3,806.54
6	\$ 37.21	\$ 51.47	\$ 2,901.34	\$ 4,015.24	\$ 3,008.27	\$ 4,163.24
7	\$ 40.16	\$ 55.60	\$ 3,133.44	\$ 4,336.46	\$ 3,248.94	\$ 4,496.29

**LETTER OF UNDERSTANDING  
BETWEEN  
TOURISM SASKATCHEWAN  
AND  
THE SASKATCHEWAN GOVERNMENT AND GENERAL  
EMPLOYEES' UNION**

**Re: Remote Work Policy**

**The Parties recognize that Tourism Saskatchewan has a Remote Work Policy that enables eligible Employees to work some of their paid hours from an approved location. All Employees shall be residents of Saskatchewan and have a residence within a commutable distance to the Employee's headquarters. Temporary exceptions or extenuating circumstances may be agreed to by the Parties.**

**Employee participation in this program will be voluntary and subject to initial and continued management approval.**

**A copy of each approved Remote Work Arrangement will be provided to the Union. The Employer agrees to collaborative consultation with the Union prior to making changes to the Remote Work Policy.**

**This Letter of Understanding expires at the end of the term of this Collective Agreement.**

**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and TOURISM SASKATCHEWAN** hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 16<sup>th</sup> day of March, 2026.

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

Signed on behalf of:  
Tourism Saskatchewan

ORIGINAL SIGNED BY

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Corrina Kapeller  
Bargaining Committee

ORIGINAL SIGNED BY

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Joan MacPhail  
Executive Director, Human  
Resources

ORIGINAL SIGNED BY

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Bob Kadis  
Bargaining Committee

ORIGINAL SIGNED BY

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Nancy Hubenig  
Manager, Human Resources

ORIGINAL SIGNED BY

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Hannah Gasper  
Labour Relations Officer

ORIGINAL SIGNED BY

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Tracy Breher  
Vice President, Destination and  
Workforce Development

ORIGINAL SIGNED BY

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Amy McInnis  
Vice President, Marketing &  
Communications