



ISC

(Information Services Corporation)

And

SGEU

**(Saskatchewan Government and
General Employees' Union)**

Local 2214

COLLECTIVE AGREEMENT

October 1, 2019 to September 30, 2025

ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INFORMATION SERVICES CORPORATION

AND

SASKATCHEWAN GOVERNMENT AND

GENERAL EMPLOYEES' UNION

LOCAL 2214

OCTOBER 1, 2019 TO SEPTEMBER 30, 2025

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 26th day of February 2021.

between

INFORMATION SERVICES CORPORATION (ISC)
hereinafter referred to as

"the Employer"

and

SASKATCHEWAN GOVERNMENT AND GENERAL
OF THE FIRST PART

EMPLOYEES' UNION (SGEU) Local 2214

and its unionized employees, hereinafter referred to as

"the Union"

OF THE SECOND PART

PREAMBLE

It is the desire of all Parties to this Agreement to continue our existing harmonious relationship; to promote and enhance cooperation and understanding between the Employer and the employees, and to value the spirit of joint collaboration and interest-based problem solving. The parties acknowledge the benefit in jointly negotiating matters pertaining to working conditions, hours of work and wages, to encourage corporate growth and employee development, a healthy workplace, leadership, and business excellence in all that we do.

The parties agree as follows:

ARTICLE 1 DEFINITIONS

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

- 1.1** "Bargaining Unit" means the unionized employees of the Saskatchewan Government and General Employees' Union who are employed by ISC;
- 1.2** "Business Unit" is defined as a designated area of specific responsibility for business within **ISC**;

- 1.3 “Day” shall, for overtime calculation purposes, be the time from midnight to the following midnight unless otherwise agreed between the parties. Any hours worked beyond eight (8) in any twenty-four (24) hour period will be compensated for at the appropriate premium rate unless otherwise agreed between the parties;
- 1.4 “Demotion” means a change of employment from one position to another position that has a lower maximum hourly rate of pay;
- 1.5 “Documentation” means any formal document presented to the employee that may be placed on the employee file;
- 1.6 “Earnings” means the regular salary, including Temporary Assignment of Higher Duties (TAHD) and shall not be deemed to include overtime payment, special bonuses or allowances;
- 1.7 “Employee” subject to the more specific definitions in this Article, employee or employees where used alone is a collective term embracing all persons covered by this Agreement appointed to the various categories of employment by the Corporation and means all persons covered by this Agreement including persons on any form of authorized leave;
- 1.8 **Employee Status:**
- A) Permanent employee - means an employee who has rights to a permanent home position and has successfully completed an initial probationary period.
 - B) Temporary employee - means an employee who does not have permanent status and whose employment has a defined start and end date.
 - C) Probationary employee - means the occupant of a position on a trial basis.
 - D) Full-time employee - is an employee assigned to work one hundred percent (100%) of full-time hours.
 - E) Part-time employee - is an employee assigned to work less than one hundred percent (100%) of full-time hours.
 - F) Casual employee - is an employee who is hired on an hourly basis for unscheduled or irregular work **in accordance with LOU #1 - Casual Employees.**
- 1.9 “Employer” means the Information Services Corporation;

- 1.10 "External" as referenced in Article 6 - Staffing, external refers to position postings that are open to eligible ISC employees and the general public;
- 1.11 "He", "his", "him", "she", "her", "hers" includes a reference to persons of the opposite gender wherever the facts or context so require;
- 1.12 "HR" means Human Resources of ISC;
- 1.13 "Internal" as referenced in Article 6 - Staffing, internal refers to position postings that are open to eligible ISC employees;
- 1.14 "ISC" means Information Services Corporation;
- 1.15 "Occupation" means a group of jobs where the nature and type of work is essentially the same;
- 1.16 "Parties" means the Union as represented by SGEU or designate(s) and the Employer as represented by its President or designate(s);
- 1.17 **Position Status:**
- A) Permanent position - is a position with no defined end date.
 - B) Temporary position - is a position limited to a defined period of time, not to exceed a period of two (2) years unless in exceptional circumstances as agreed to by the parties; notwithstanding, the two (2) year period will be waived for project work.
 - C) Full-time position - is a position assigned at one hundred percent (100%) of full-time hours.
 - D) Part-time position - is a position assigned at less than one hundred percent (100%) of full-time hours.
- 1.18 "President" means President and Chief Executive Officer of ISC;
- 1.19 "Project Work" A temporary position that is created as a result of a special project. The employer will provide the Union with a copy of the job description(s) in advance of any staffing action. Project positions greater than six months will be staffed per the staffing provisions and may be extended as required. This extension applies to the employees performing the project work and their backfill(s), if applicable. Project positions six (6) months or less can be extended to twelve (12) months and anything beyond twelve (12) months must be posted;
- 1.20 "Promotion" means a change of employment from one position to another position that has a higher maximum hourly rate of pay;

- 1.21** “Qualified Senior Candidate” refers to a candidate who has been deemed qualified through the staffing process for a position and possesses the most accumulated seniority in accordance with Article 9 – Seniority;
- 1.22** “Reclassification” means the assignment of a different classification level where changes to duties and responsibilities have occurred;
- 1.23** “Reclassification Challenge Unit” is defined as a group of employees reporting to the same manager, within the same business unit, who has the authority to, and has assigned the change to duties and responsibilities;
- 1.24** “Staffing Panel” is comprised of one (1) Human Resource Representative, one (1) Union Representative and one (1) Business Unit/Work Unit designate, convened for the purpose of staffing in accordance with Article 6;
- 1.25** “Transfer” means the movement of an employee from one position to another position with the same maximum hourly rate of pay;
- 1.26** “Union” means Local 2214 of the Saskatchewan Government and General Employees' Union (SGEU);
- 1.27** “Vacancy” means a position so designated by the Head of Human Resources or designate;
- 1.28** “Work Unit” means the employee’s geographical location.

ARTICLE 2 SCOPE

- 2.1** This Agreement shall apply to all employees of ISC within the bargaining unit of the Union as set out in the certification order **#019-17** of the Labour Relations Board, dated **June 29, 2017**.

Such positions shall be excluded from the bargaining unit as the parties to this agreement may negotiate from time to time. Criteria for determining scope status shall be as set out in *The Saskatchewan Employment Act*. The parties reserve the right to refer scope disputes to the Labour Relations Board for decision.

Effective October 1, 2015, Co-op and Summer student positions are excluded from the scope of the bargaining unit.

ARTICLE 3

UNION SECURITY PROVISIONS

3.1 Union Recognition

The Employer agrees to recognize the Union as the sole collective bargaining agent for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its designated representatives on matters relating to the conditions of employment, rates of pay and hours of work.

The Employer acknowledges that all employees are entitled to Union representation at any/all meetings where the employee deems it appropriate.

3.2 Maintenance of Membership

During the term of this Agreement, members of the Union shall maintain their membership in the Union as a condition of employment.

An employee who has become a Union member by meeting the eligibility requirements shall, in respect of any subsequent periods of employment which are uninterrupted by resignation, dismissal or an interval of non-employment of greater than one hundred and eighty (180) calendar days, continue to maintain membership in the Union without serving an additional eligibility period.

3.3 Check Off

The **Employer** agrees to continue its practice upon receipt of the signed authorization cards of members of the Union, of deducting on behalf of the Union all dues, initiations, assessments, or levies and of paying such monies to the President of the Union each month. Any monies owing to the Employer in accordance with Article 19.1.2.1 shall be billed to the Union and such billings will be remitted. The Employer will provide the Union with a detailed statement of such billing, including a list of names, classifications and addresses of employees from whose wages the deductions have been made. Such list shall be transferred electronically from the Employer to the Union in a format provided by the Union. The Employer also agrees to forward a copy to the Chair of ISC's bargaining unit. At the request of the Union, the Employer shall recover any overpayment to an Employee as a result of leave for Union business. Such overpayment shall be submitted to the Union.

While on education leave, employees shall have Union dues assessed against that portion of the allowance as is attributable to the salary factor.

An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his/her salary.

Written notice of a change in the amount of the 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.

3.4 Employee Orientation

- A) The Employer shall notify the **Chair of the ISC Bargaining Unit or designate** of all new employees hired and each new employee shall be advised of the name of their steward. The Employer agrees that the steward at the geographic location will be given the opportunity to meet with each new employee during regular working hours without loss of pay for fifteen (15) minutes within the first thirty (30) days of employment.
- B) The Employer agrees to provide all new employees with adequate and appropriate orientation to perform the duties of their new position.

3.4.1 The Employer will allow the Union to post notices and information of interest to employees. Notice will be posted on bulletin boards designated for that purpose. The Union agrees not to post information defamatory to the Employer.

3.4.2 The Employer will allow the Union to conduct educational and business functions on the employer's premises. Such approval shall not be unreasonably withheld. Such approval shall be granted for SGEU members employed by ISC. Reasonable notice will be given by the Union.

3.5 Stewards

The Employer shall allow Union stewards to investigate disputes during work time at the work site. These investigations shall not unreasonably interfere with the operations of the Employer and shall not be unreasonably withheld.

The Union shall submit in writing to the **Head** of HR or designate the names of the duly elected Stewards for each work unit and/or location and shall report subsequent changes.

ARTICLE 4 INTERPRETATION OF AGREEMENT

4.1 Agreement Interpretation and Negotiation of Disputes that Arise

The Employer shall interpret this agreement. In the event of a dispute the Union may, within thirty (30) calendar days of receipt of such interpretation, give notice that it wishes to negotiate in respect to the disputed interpretation or application of the agreement.

4.2 Letters of Understanding

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

4.3 Employee Relations Committee (ERC)

The Joint Union/Management Employee Relations Committee (ERC), made up of equal number of representatives, will continue our existing harmonious relationship; to promote and enhance cooperation and understanding between the employer and the employees, and to value the spirit of joint collaboration and interest-based problem solving.

The committee will foster and support a positive and productive work environment based on mutual respect and trust.

The ERC will be responsible for the development and maintenance of the Terms of Reference that will guide the work of the committee.

ARTICLE 5 CLASSIFICATION

5.1 Creation of New Occupations

When a new occupation is created the parties will negotiate its inclusion or exclusion.

5.2 Permanent Employees May Request Review of Their Classification

- A) When a permanent employee believes **the** assigned duties and responsibilities have altered sufficiently to justify a review as to the appropriateness of **the** position classification, **they** may request a classification review. An employee must document the changes to the assignment. **Utilizing the approved job profile document, the employee may request a job profile review which is to be signed and acknowledged by the employee and the manager.**
- B) When, as a result of a classification review a position is permanently reclassified to a higher classification level it will be effective the first day of the pay period immediately following the day on which the request was received by Human Resources. Notwithstanding the above, Human Resources may make the reclassification effective retroactive up to six (6) months from the date the request was received by Human Resources. There shall be no retroactive application of the hours of work designation.

- C) When a position is reclassified to a classification level with a lower maximum hourly rate of pay, it will be effective the first day of the pay period immediately following the date of the classification decision.
- D) When an employee resigns and leaves **the Employer**, any outstanding requests for review of their classification within the one hundred and twenty (120) calendar day period prior to the effective date of such resignation shall be deemed to have been withdrawn.

Furthermore, appeals of classification decisions in respect of such requests shall also be deemed to have been withdrawn.

However, at the request of the estate of a deceased employee, the Union shall appoint an advocate to represent the estate to expedite an outstanding classification action.

5.3 Status of Employees on Reclassification

5.3.1 Reclassification

- A) Where an employee is assigned duties such that statutory qualifications are required and the employee does not have such qualifications, the employee will immediately vacate the position and be subject to the employment security provisions of this agreement.
- B) If the employee is qualified, he/**she** continues in the position. If the reclassification results in a promotion the reclassification challenge provisions will apply.

5.3.2 Salary Determination on Reclassification

Employees whose positions are reclassified shall have their salary determined in accordance with Article 15 - Pay Administration for upward and downward reclassifications.

5.4 Challenges to Reclassified Positions by Other Employees

- A) Permanent full-time and permanent part-time positions which are reclassified and result in a promotion for the incumbent shall be posted within the business unit. The incumbent is not required to apply to the posting.
- B) Such a reclassified position becomes subject to the promotional competition process when either:
 1. The current incumbent does not meet the core competencies; or

2. For permanent full-time positions, a more senior full-time employee in the same occupation from the same business unit applies to the posting and establishes to the satisfaction of Human Resources and the Union that **his/her** promotional opportunities have been unjustly curtailed in view of the fact that the duties might as readily have been assigned to **his/her**; or
3. For permanent part-time positions, a more senior part-time employee in the same occupation and from the same business unit, working the same or greater number of hours, applies to the posting and establishes to the satisfaction of Human Resources and the Union that **his/her** promotional opportunities have been unjustly curtailed in view of the fact that the duties might as readily have been assigned to **his/her**.

C) Challenges may be initiated by forwarding a request and resume or completed application to Human Resources.

5.5 Employee Reconsideration and Appeal Hearing Process

When Human Resources or an assigned external resource reviews a position, the occupant, if permanent, may, within thirty (30) calendar days of the receipt of written notice of the evaluation results, notify Human Resources in writing of their request for reconsideration. An employee has ninety (90) calendar days from receipt of evaluation results to request a reconsideration meeting to be scheduled.

The employee, following receipt of final reconsideration report, may, within fifteen (15) days, notify Human Resources in writing, their intent to appeal one (1) or more job evaluation factors. This process is outlined in the ISC/SGEU Reconsideration and Appeal Hearing Process.

Appendix C – Reconsideration and Appeal Hearing Process.

5.6 The Employee Relations Committee (ERC) will review, monitor, and recommend to **the Employer's** Executive any changes to the job evaluation system.

ARTICLE 6 STAFFING

6.1 Staffing Procedures

All vacant positions **within the bargaining unit as defined in Article 2.1** shall be posted.

The Return to Work, Duty to Accommodate and Re-employment List (Article 6.2) may supersede the staffing procedures subject to agreement by the parties.

If an internal competition does not produce a qualified candidate, the competition may be expanded to the general public.

Permanent employees appointed to an internal temporary or project position will be granted a definite leave of absence and shall be entitled to return to their home position.

Permanent employees who use their seniority to access temporary work shall be allowed to revert to their home position during the term by mutual agreement. Notice given by the employee wanting to revert must relate to the amount of notice (or pay in lieu) required to be given to the employee backfilling their position.

Temporary employees are not eligible for a definite leave of absence for the purpose of accepting another internal temporary or project position.

A Temporary position shall not exceed twenty-four (24) months.

6.1.1 Level 7 and below Positions (Permanent and Temporary)

All level **7 and below** positions will be staffed based as follows:

- A) All positions may be simultaneously posted internally and externally.
- B) The staffing panel may appoint the qualified senior candidate without an interview.
- C) Should the position be vacated within ninety (90) days of date of hire from the original competition the staffing panel may select the candidate in the following order:
 - 1. Next qualified senior internal candidate
 - 2. Should no internal candidates exist, first qualified, external candidate
- D) For temporary positions of three (3) months or less, the position may be filled by accessing the eligibility list (Article 6.1.6).

6.1.2 Order of Selection for Level 7 and below

- A) The employee determined qualified for a position for a promotion, transfer, or demotion with the most seniority shall be appointed by the Employer.

- B) The order of selection for positions posted internally and externally shall be:

First: Qualified senior internal candidate

Second: Qualified external candidate

- C) When two (2) or more qualified senior candidates have the same seniority commencement date, or the same service date, the tie will be broken by the Union by means of a random draw and the candidate selected will be appointed.

6.1.3 Level 8 and Above Positions (Permanent and Temporary)

All level **8** and above positions will be staffed based as follows:

- A) All positions may be simultaneously posted internally and externally
- B) The staffing panel may appoint the qualified candidate **based on ability, skills, and merit, as determined by the Employer.**

6.1.4 Order of Selection for Level 8 and Above Positions

The candidate determined most qualified for a position for a promotion, transfer, demotion shall be appointed by the Employer.

6.1.5 Filling Vacancies by Transfer or Demotion

- A) A vacant position may be filled by transfer of an employee. This may be initiated by the Employer.
- B) A vacant position may be filled by the transfer or demotion of an out-of-scope employee, provided he/**she** was once the incumbent of an in-scope position.
- C) The Union shall be provided notification of the Employer's intent to fill a vacant position by transfer or demotion prior to the transfer or demotion taking effect.

6.1.6 Eligibility Lists

- A) The Employer may establish an eligibility list of candidates who possess the competencies for positions with similar duties and responsibilities, where the Employer believes there may be recruitment for project positions as required/defined by the project charter.

- B) For positions in the classification levels **7 and below**, the Employer may establish an eligibility list, which is valid for up to six (6) months. The list will identify candidates who possess the competencies for only level **7 and below** positions.

6.1.7 Examinations and Panels

Screening criteria and processes must be established prior to review and assessment of resumes.

All employment and promotional examinations and/or panels shall be competitive and shall utilize an appropriate assessment technique designed to fairly test the core competencies of persons examined.

The means or measures used to test persons may include any verbal or written test of knowledge, skill, capacity, intelligence, or aptitude; and any inquiry into the personal suitability of the candidate; or any investigation of education, experience or record of accomplishment which seems appropriate.

6.1.8 Competition Eligibility for Temporary Employees

Upon completion of the equivalent of an initial nine (9) month probationary period, temporary employees may use their seniority for eligibility to apply and be considered for internal competitions.

6.1.8.1 Temporary Employee Eligibility for Subsequent Temporary Positions

- A) A temporary employee in a temporary position nine (9) months or less in duration is required to serve and complete their current temporary position prior to bidding on a subsequent temporary competition.

Notwithstanding the above, if an extension of the original term is accepted, the employee is required to complete nine (9) months or the maximum of the term if less than nine (9) months.

- B) A temporary employee in a temporary position greater than nine (9) months in duration is required to serve and complete a minimum of nine (9) months in their current temporary position prior to bidding on a subsequent temporary competition.

Notwithstanding the above, temporary employees may bid on subsequent temporary competitions during the final thirty (30) days of their current temporary position.

6.1.8.2 Temporary Employee Eligibility for Permanent Positions

At any time, temporary employees may apply for permanent competitions.

6.1.9 Union Right to Representation on Staffing Panels

The Union shall have the right to representation on all staffing panels where an internal applicant has applied.

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.

Employees shall be allowed leave with pay, not subject to reimbursement by the Union, while acting as a Union representative on the Employer's selection panels during normal working hours.

Employees acting as Union panel representatives outside normal working hours shall be compensated at straight time pay and these hours will not be included in their averaging period. By agreement between the employee and manager, time may be banked at straight time and taken by mutual agreement within the calendar year.

Such requests for leave to act as panel representatives shall be given with reasonable notice to the manager and shall be granted where it does not unreasonably interfere with operational requirements.

6.1.10 Hiring Manager on Staffing panels

Not more than one hiring manager shall sit on a staffing panel. This article may be waived by mutual agreement of the **staffing panel**.

6.1.11 Employees Allowed Leave to Attend Interviews

Upon at least 24 hours' notice, employees shall be allowed leave with pay to attend employment examinations and/or interviews conducted by the Employer.

6.1.12 Union Request for Investigation of Applicants' Qualifications

The Union representative on the Staffing Panel may request a further investigation of an applicant's qualifications. Such investigation may be in the form of:

- A) Contacting the applicant to obtain additional relevant information;
- B) Inviting the applicant before the panel for a personal assessment of his qualifications; or
- C) Any other method as may be deemed appropriate by the panel.

Such requests shall not be unreasonably forthcoming, nor shall they be unreasonably denied.

6.1.13 Employee Has the Right to Counselling on Examination Results

An employee who has been examined by a staffing panel shall have the right to counselling by any member of the Staffing Panel with regard to their strengths and weaknesses as revealed by the results.

6.1.14 Employer Withdrawal of Candidate's Qualified Status

The Employer may withdraw its decision to determine an applicant to be qualified if it finds that the decision was made as a result of misrepresentation, omission, or error. The Union shall be advised of such findings and will have the right to make representation to the Employer.

6.1.15 Competition Cancellation

Competitions shall not be cancelled after applicants have had their qualifications assessed, unless agreed to by the parties.

6.1.16 Criminal Record Check

Where an employee is required to provide a criminal record check as a bona fide requirement of his/her position, the Employer shall pay all costs for such criminal record check.

6.2 Re-employment List

6.2.1 Filling Vacancies from the Employer's Re-employment List

- A) Before going to competition to fill a permanent vacancy, a person determined to be qualified by the Employer for re-employment into that position, shall be appointed by the Employer, from the Re-employment List.

B) Employees Ranked in Order of Seniority

A re-employment list shall be established with the names of employees ranked in order of seniority. A staffing panel will be convened, and employees will be considered for all positions in their occupation and classification level and any other occupations in the same or lower classification level, as specified by the employee, for which they may be qualified.

6.2.2 If Appointments Cannot Be Made From List

If an appointment from the re-employment list cannot be made, the position shall be posted in accordance with Article 6.1.

6.2.3 Application of Re-employment List

The list shall be made up as follows and shall be exhausted in the order set out:

- A) Persons laid off because of the necessity of reducing staff and persons returning from a prolonged illness or disability claim;
- B) Persons displaced by reversion;
- C) Persons who have exercised their bumping rights to bump into a lower classification level;
- D) Persons whose former positions have been reclassified downward;
- E) Persons who have been placed on the Re-employment List for other reasons as outlined in this agreement;
- F) Persons returning from indefinite leave of absence.

6.2.4 Removal of Names from List

The Employer may remove names from the re-employment or eligibility list as a result of any of the following:

- A) Appointment to a permanent position;
- B) Failure to reply within ten (10) calendar days to a registered letter;
- C) Refusal to accept an appointment under conditions previously indicated as acceptable, except that an employee returning to the re-employment list after leave for prolonged illness or disability claim shall be entitled to three (3) call-backs and will have his

name removed from the list following rejection of the third call-back;

- D) A permanent part-time employee shall have the right to refuse one (1) offer of employment only within his business unit. Refusal of a second offer will result in the employee's name being removed from the Re-employment List.
- E) Failure to report for duty within the time prescribed by the Employer, such time not to be less than thirty (30) calendar days;
- F) Failure to notify the Employer of change of address. The return of a letter by the postal authorities from the last address on record shall be deemed sufficient grounds for removal of the name from the re-employment list;
- G) When three (3) years have expired from the date of being placed on the re-employment list due to returning from a prolonged illness or disability claim or **when one (1) year has expired from the date of being placed on the re-employment list for any other reason.**

Every person whose name is removed from a list, other than by reason of his appointment, shall be notified by the Employer in writing no later than ten (10) calendar days after such removal.

6.2.5 Reinstatement of Names to List

An eligible person whose name is removed from the list may make a written request to the Employer to have **his/her** name restored. Such request shall set forth the reasons for the conduct resulting in removal of the name, if such were the cause, and the reasons advanced for the restoration of **his/her** name to the list. The eligible person and the Union shall be notified of the decision of the Employer.

An employee reinstated shall, upon request to the Employer, have **his/her** name restored to **the** existing list from which it was removed because of separation of employment.

6.2.6 Restrictions Placed by Employee on Re-employment List

Whenever an eligible person submits a statement restricting the conditions under which **he/she** is available for employment, **his/her** name shall be withheld from all appointments, which do not meet the conditions **he/she** has specified. An eligible person may file a new statement at any time during the life of such list, modifying any prior statement as to the conditions under which **he/she** will be available for employment.

6.2.7 Filling Vacancies from the Employer's Re-employment List

- A) Before going to competition to fill a permanent vacancy, a person determined to be qualified by the Employer for re-employment into that position, shall be appointed by the Employer, from the Re-employment List.

- B) **Employees Ranked in Order of Seniority**

Re-employment list shall be established with the names of employees ranked in order of seniority. A staffing panel will be convened, and employees will be considered for all positions in their occupation and classification level and any other occupations in the same or lower classification level, as specified by the employee, for which they may be qualified.

ARTICLE 7 PROBATION

7.1 Initial Employment

- A) All permanent employees shall serve a nine (9) calendar month initial probationary period. The employee shall be afforded the appropriate seniority and employment security rights upon successful completion of their initial probationary period. If an employee chooses to leave for another position during his initial probationary period, he/**she** has no employment security rights to the vacated position.
- B) All temporary employees are required to serve a nine (9) calendar month initial probationary period. Should the temporary assignment be less than nine (9) calendar months, the employee will be on probation for the duration of the assignment.
- C) The initial probationary period may be extended by mutual agreement of the parties.
- D) At the start of their probationary period, employees will be advised of expectations regarding standards of performance. Should the Employer decide to terminate the employee, the employee will be given the reasons prior to their termination and an opportunity to respond. If the termination occurs during the probationary period, prior notification is required to Human Resources and the Union.
- E) For a permanent or temporary employee, time served in a subsequent probationary period shall not be credited towards completion of the initial probationary period.

- F) If reclassified, the employee, at the expiration of the initial probationary period, shall be eligible for the position at the reclassified level, subject to the reclassification challenge provisions.
- G) At any time during the initial probationary period, the Employer may terminate the employment. The employee will be provided with rationale for the termination.
- H) An employee, who does not qualify and is notified by the expiry date of the initial probationary period, shall have their employment terminated.

7.2 Subsequent Probation

- A) On subsequent appointment, the probationary period shall be nine (9) calendar months for all positions. The probationary period may be extended by mutual agreement of the parties.
- B) An employee shall serve a subsequent probationary period if **he/she**:
 - 1. Promotes; or
 - 2. Voluntarily demotes to an occupation and classification level in which **he/she** has not yet successfully completed a probationary period;
 - 3. Involuntarily transfers to **or bumps into** another position or is re-employed from a re-employment list to a position in a different occupation.
- C) An employee may be required to serve a subsequent probationary period if **he/she**:
 - 1. Voluntarily transfers, or is re-employed from a re-employment list to a position in the same occupation, in a different work setting; or
 - 2. Involuntarily transfers to **or bumps to** another position, or is re-employed from a re-employment list to a position in the same occupation in a different work setting, or in a different occupation;
 - 3. Voluntarily laterally moves to a different permanent or temporary occupation or a project position.
- D) Probationary periods are not required when an employee:
 - 1. Involuntarily transfers **or bumps** to a position in the same occupation **in a different geographical location**;
 - 2. Involuntarily demotes;

3. Voluntarily demotes **or bumps** within the same occupation;
4. Voluntarily demotes into a position in an occupation and classification level in which he/**she** has previously attained permanent status;
5. Is re-employed from a re-employment list to a position in his former occupation and classification level;
6. Has his position reclassified.

E) A permanent employee may be required to serve a subsequent probation in all other circumstances.

7.3 Probationary Evaluations During Probationary Period

Probationary evaluations shall be completed on every employee on initial probation, or on subsequent probation, during the third, sixth and ninth month for a nine (9) calendar month probationary period.

For temporary positions under nine (9) months, the probationary evaluation shall be completed in three (3) month intervals for the length of the assignment.

The Employer shall assess performance during a probationary period for the purpose of discussing with the employee his work performance, accomplishments, strengths, as well as areas requiring development. Signature of the employee on the probationary assessment is required to acknowledge that the assessment has been discussed. The employee shall be provided with a copy of his assessment.

7.4 Completion of Probationary Period Permanent Positions

- A) Upon successful completion of the initial probationary period the employee shall be appointed to permanent status.
- B) Upon successful completion of the subsequent probationary period the employee shall be appointed permanent in the position.
- C) No employee shall be appointed permanent prior to expiry of the applicable probationary period.

7.5 Reversion of Permanent Employees

- A) Permanent employee in:
 1. A position within the scope of this Agreement; or
 2. An out-of-scope position;

who does not successfully complete his probationary period shall revert to the position in which he/**she** last held permanent status, at his former rate, subject to any increments that he/**she** would have received had he/**she** remained in that position.

- B) Notwithstanding the above, if an employee, currently serving a subsequent probationary period as a result of a promotion or voluntary transfer, was serving a probationary period immediately prior in another position and that position is vacant, the employee may request to revert to that position. Upon reversion, the employee shall complete the remainder of the probationary period of that position.
- C) A permanent employee who is appointed from the re-employment list and does not qualify in his probationary period shall be returned to his former place on the re-employment list.
- D) A permanent employee on probation may, upon written request to the **Head of Human Resources or designate**, request to revert to his former position at his former rate during the probationary period, subject to any increment that he/**she** would have received had he/**she** remained in that position.
- E) A permanent employee displaced through the application of the reversion provisions shall also have the right to revert to his/**her** former position at his former rate in the salary range, subject to any increments or reclassification actions **he/she** would have received had he/**she** remained in that position. If there is no former position, the employee shall have the right to exercise bumping rights in accordance with the bumping articles.

7.6 On Movement to Permanent Status

If an employee immediately moves into the same position on a permanent basis; or a position in the same occupation and classification level, involving substantially the same duties and responsibilities on a permanent basis; time spent in a temporary position or Temporary Assignment of Higher Duties shall be counted as accrued time.

7.7 Leave During Probation

If an employee is off work for any reason for more than fifteen (15) working days during their probationary period, their probationary period may be extended by the amount of time they are off work.

ARTICLE 8

PERFORMANCE MANAGEMENT

The Employer and the Union would like to see each employee reach his/**her** potential to be successful. Through the development of annual individual **Performance and Development Goals**, employees will;

1. Understand how their individual goals and expectations connect to the business unit plans, division plan and corporate objectives;
2. Create a plan for personal development that supports the employee's success in their current position and any future opportunities they choose to pursue;
3. Be supported in those endeavours.

Employee **Performance and Development Goals** and progress towards the employee's goals and expectations will be reviewed on a regular basis and as otherwise needed or identified by either party as agreed to between **the manager and employee**.

ARTICLE 9

SENIORITY

9.1 Definition

Effective January 1, 2005, commencement date seniority was implemented. Pursuant in this seniority system, if an Employee was employed prior to January 1, 2005; **his/her** seniority was calculated on the following basis:

Prior service with no breaks for layoffs, indefinite leaves, or re-employment lists is calculated at two hundred and sixty (260) days per year worked based on December 13, 2003 Seniority Roster, plus two hundred and sixty (260) days for 2004.

If an Employee was hired after January 1, 2005, seniority is calculated on the following basis:

Seniority will be two hundred and sixty (260) days per year worked retroactive to the actual date of hire upon successful completion of **his/her** initial probationary period.

Any out-of-scope employee with previous in-scope seniority shall be entitled to utilize the seniority with which they were credited before they were appointed to an out-of-scope position, to compete for in-scope positions and be credited with that seniority upon movement in-scope.

9.2 Seniority shall include the following service:

- A) Service from date of initial employment subject to successful completion of initial probationary period;

- B) Active Canadian War Service, Canadian Armed Forces Peacekeeping Service or Reserve for Service in accordance with Article **19.2.1**;
- C) Strike time;
- D) All paid time not worked;
- E) **Time spent on Workers' Compensation, Long Term Disability and third-party insurance claims;**
- F) Indefinite leaves of absence without pay to a maximum of ninety (90) calendar days. Indefinite leaves of over ninety (90) days will result in an adjustment to commencement date;
- G) Definite leaves of absence without pay for the full period of the leave;
- H) Leaves of absence without pay for Union business for a period of up to two (2) years excepting that if the leave is for the purpose of occupying a full-time elected SGEU position, seniority shall be granted for the full period of the leave.

9.3 Seniority shall be considered as broken for any one of the following:

- A) Dismissal for cause;
- B) Resignation/Retirement;
- C) Continuous lay-off for a period in excess of one year;
- D) Interval of non-employment for temporary or project work employees exceeding one hundred and eighty (180) calendar days;
- E) Failure to report for work within seven (7) calendar days after being notified following lay-off, or after being notified by double registered letter following application of the bumping provision, or after the termination of an approved leave of absence, unless such failure is the result of illness or other satisfactory reason as determined by the Employer.

9.4 Seniority Rosters

- 9.4.1** The Employer agrees to prepare a seniority list as of December 31 of each year for employees. This list shall be posted as soon as possible following such date with a copy being provided to the Union.

The Union will be provided an updated seniority list upon request.

- 9.4.2** Human Resources will correct seniority where the Union provides satisfactory written evidence of an error.
- 9.4.3** Upon completion of the initial probationary period and upon written application, an employee who is re-employed after a break in service shall be credited with their previous in-scope ISC service for seniority purposes.
- 9.4.4** At any time during the term of this agreement, it is agreed that the parties, may enter into a formal agreement which would permit employees within the scope of other union agreements and within the scope of other agreements between employers and other unions, to count their service for seniority purposes within this agreement to the extent agreed upon between the parties.
- 9.5** 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 of the seniority order who shall then notify the affected employee(s).

ARTICLE 10 HOURS OF WORK

ISC's core hours of work are Monday through Friday, 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.

In keeping with the spirit of growth and opportunity, where a need is identified hours of work may be altered to accommodate the needs of customers and as a benefit to the employees and the Employer. By mutual agreement between the Manager and Employee, the one (1) hour lunch break may be taken between the times of 11:00 a.m. and 2:00 p.m. Where mutual agreement is not possible, the employee and the Manager or Supervisor will ensure adequate lunch hour coverage. Saturday and Sunday shall be designated as days of rest.

Employees may request and the manager may approve flexible start and stop times and lunch breaks. Lunch breaks shall be a minimum of one-half (1/2) hour.

10.1 5-4 Work Schedule (Seventy-two (72) hours per two (2) week pay period)

- A) Employees shall work eight (8) hours per day (Seventy-two (72) hours per two (2) week pay period).

- B) Employee(s) working full-time hours shall be entitled to take one (1) designated day off (**DDO**) in a two (2) week pay period in accordance with **Article 10.3**.
- C) Before they become effective, management shall establish the two (2) week work cycle for each position or group of positions and approve employee(s) work schedules and **DDO(s)**.

10.1.2 Employees may request, to work a five (5) day week with a **DDO** every three (3) weeks subject to Article 10.2, in writing, to commence or discontinue the work arrangement, provided at least 60 days' notice has been given to the Employer. A new employee may elect this option at time of hire.

10.2 5-5-4 Work Schedule (One Hundred and twelve (112) hours per three (3) week pay period)

- A) Employees shall work a five (5) day week with a **DDO** every three (3) weeks subject to **Article 10.3** (112 hours/3-week cycle). A day shall consist of eight (8) hours (112 hours/3-week cycle).
- B) Before they become effective, management shall establish the three (3) week work cycle for each position or group of positions and approve employee(s) work schedules and **DDO(s)**.

10.3 Designated Days Off (DDO)

- A) Employees' **DDO(s)** will normally be on Fridays or Mondays but may be scheduled by mutual agreement between the Manager and the Employee to take their **DDO** on a day other than a Friday or Monday. Wherever possible, the **DDO** will be taken adjacent to days of rest.
- B) Employees must make every effort to schedule personal responsibilities on a **DDO** so as to minimize workplace disruption and time away from work.
- C) **DDO(s)** shall not alter the employee's regular days of rest.
- D) There shall be no claim for sick leave when an employee is ill on a scheduled **DDO**.
- E) Employees on sick leave, vacation leave, educational leave, or other approved leave with or without pay shall resume their normal work cycle when they return to work. There shall be no accumulation of an employee's **DDO** that would have been taken during the period of the leave.

- F) While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include his/**her** scheduled **DDO's** during that period.
- G) When an employee is authorized or directed to attend a training course that does not involve a leave of absence and falls on his/**her** **DDO**, the **DDO** will be rescheduled by mutual agreement between the Manager and the Employee.
- H) Subject to (A) above, **DDO(s)** that fall on a statutory holiday shall be rescheduled to the preceding working day or following working day, by mutual agreement between the Manager and the Employee.
- I) An employee may request to work a **DDO** and bank the day. The day off shall be taken at a mutually acceptable time. Management may approve such requests based on operational requirements.
- J) Upon request, employees may be permitted, by mutual agreement between the Manager and the Employee, to bank a maximum of ten (10) **DDO(s)** on a non-cumulative basis to be used in that calendar year.
- K) **DDO(s)** may be banked and used as whole or partial days.

10.4 Permanent Part-Time and Temporary Employees

- A) Permanent part-time employees shall work hours as assigned by management and shall be subject to the hours of work arrangements in this agreement. The hours of work arrangements are not a guarantee of work. When permanent part-time employees are assigned to work one hundred percent (100%) of full-time hours, management will schedule a **DDO** every two (2) or three (3) weeks, based on hours of work designation, during the period of the one hundred percent (100%) assignment.
- B) Temporary employees shall work hours as assigned by management and shall be subject to the hours of work arrangements in this agreement. The hours of work arrangements are not a guarantee of work. When temporary employees are assigned to work one hundred percent (100%) of full-time hours, management will schedule a **DDO** based on hours of work designation, during the period of the one hundred percent (100%) assignment. The **DDO** may be scheduled for any day of the work week (Monday through Friday) based on operational requirements.

10.5 Rest Periods

All employees shall be entitled to two (2) fifteen (15) minute rest periods in each eight (8) hour shift. An employee working less than full-time daily hours, shall be entitled to a fifteen (15) minute rest period for each continuous period of three (3) and one-half (3 ½) hours worked in each day. Rest periods shall be scheduled to meet the needs of the **Employer**.

10.6 Travel Time

All travel time in the course of performing normal duties must be authorized by management.

Should an employee be unable to get prior authorization for the purpose of travel time, it may be given retroactively by management.

Travel time will be considered from the time of departure to the time of arrival as part of hours worked.

ARTICLE 11 VARIABLE HOURS

11.1 Definition

Where operationally feasible variable hours of work arrangements are intended to provide permanent full-time employees with an opportunity to balance their hours of work with their personal needs.

Variable hours are the voluntary reduction by a permanent full-time employee of his/**her** hours of work.

The permanent incumbent may request to reduce their hours of work in the variable hours of work arrangement to a minimum of fifty percent (50%).

11.2 Initiation and Approval Process

Employees on probation are not eligible to apply for variable hours of work arrangements.

Request to establish a variable hours of work arrangement can only be initiated by the permanent incumbent of the position through an application to his/**her** manager.

An employee who wants to balance their hours of work with their personal needs will submit a request to management who will review the request against operational **requirements**. Approval of request will

not be unreasonably denied. The Union will be advised of all denied requests.

Management approved requests will also be forwarded to the Union for approval.

For variable hours of work arrangements, the Employer may assume approval of the Union pending receipt of the formal authorization. The Union will provide written notice of approval to the Employer within thirty (30) days of receipt of the application.

11.3 Duration, Renewal and Termination

The first term of an approved variable hour of work arrangement shall be in place for a minimum of three (3) months and shall not exceed twelve (12) months. The permanent incumbent will commence the approved hours of work arrangement on the first working day of a pay period.

Permanent full-time employees may request renewal of existing variable hours of work arrangements as follows:

1. No change in original terms – all variable hours of work arrangements will be annually reviewed by the Employer and the Union. Thirty (30) days prior to termination, employee provides renewal request, in writing, to both the Employer and the Union. A copy of the original approved application shall be attached to the renewal request. Employee will be notified of the decision within thirty (30) days of receipt of request;
2. Change in original terms – thirty (30) days prior to termination, employee provides the Employer with variable hours application. The Employer will follow Initiation and Approval Process as set out in Article 11.2 above.

In the absence of a request to renew, an existing arrangement will terminate at the end of the agreed to term. The permanent employee, or the Employer, on thirty (30) working days written notice may terminate an agreement. Notice to terminate will be concurrently provided to the employee backfilling the position (if applicable) and the Union. By mutual agreement of the parties, the notice period to terminate the variable hours of work arrangement may be shortened.

11.4 Reversion Rights

On termination of variable hours of work arrangement, the permanent employee initiating the arrangement will revert to full-time hours of the position occupied.

11.5 Conditions of Employment

Permanent employees in a variable hours of work arrangement shall retain all accrued benefits held prior to the commencement of the arrangement.

On approval of a variable hours of work arrangement, the following will apply:

Vacation Leave - will be earned and expended on a pro rata basis (e.g. employees entitled to fifteen (15) days vacation working fifty percent (50%) of work hours for one (1) year would receive seven and one-half (7 ½) days paid vacation leave).

Sick Leave - will be earned and expended on a pro rata basis (e.g. employees working fifty percent (50%) of work hours for twelve (12) months would earn seven and one-half (7 ½) days paid sick leave).

Seniority will be earned in accordance with commencement date seniority.

Increments - where applicable, will be earned in accordance with provisions set out for Temporary employees.

Designated Holidays - are paid for in the bi-weekly salary and are included in the reduced bi-weekly salary at the appropriate percentage.

Hours of Work – to determine appropriate number of hours to work in the averaging period the following formula applies:

Number of full-time hours available to be worked in averaging period less (-) eight (8) hours for each scheduled **DDO** and each Designated Holiday in the averaging period multiplied (x) by percentage (%) of variable hours of work arrangement equals (=) the number of hours to be worked in the averaging period.

Examples: Fifty percent (50%) variable hours of work arrangement

5-4 Work Schedule

80 hours	(2-week averaging period)
- 8 hours	(1 DDO in the averaging period)
- 8 hours	Designated Holiday)
64 hours	
x 50%	(Hours of work arrangement)
32 hours	(To be worked in the averaging period)

5-5-4 Work Schedule

120 hours (3-week averaging period)
- 8 hours (1 DDO in the averaging period)
- 8 hours (Designated Holiday)
104 hours
x 50% (Hours of work arrangement)
52 hours (To be worked in the averaging period)

Overtime – as set out in Article 12.

11.6 Pension, Group Life Insurance, Dental and Extended Health Care Plans

Public Employees' Pension Plan – employee will make contributions relative to time worked which the Employer matches.

Group Life Insurance - coverage of previous full-time salary (subject to any retroactive increases) for a maximum of two (2) years.

Dental and Extended Health Care Plans - coverage will be provided in accordance with the terms and conditions of the respective plans.

ARTICLE 12 OVERTIME

12.1 Hourly Rates – Conversion Formula

Hourly rates shall be calculated on the basis of the following formulas:

5 day

37 1/3 hours = bi-weekly rate
(5-5-4 work cycle) 74.666

5 day

36 hours = bi-weekly rate
(5-4 work cycle) 72.0

12.2 Overtime Must Be Authorized

A designated official must authorize overtime in writing. Verbal authorization may be given in emergent situations followed by written authorization on the next working day. The number of hours worked shall be signed off by a designated official and forwarded for payment.

12.3 Overtime within the Averaging Period

Overtime shall not be included as time worked for the purposes of the employee's averaging period except when taken as time in lieu. Number of hours eligible to work, must be reduced by the number of hours taken as time in lieu.

12.4 All Employees

12.4.1 Overtime on a Regular Workday

Periods of authorized overtime work of less than one-half ($\frac{1}{2}$) hour duration shall be accumulated and paid at the appropriate rates. Payment shall be made at one and one-half ($1\frac{1}{2}$) times the employee's hourly rate for the first four (4) hours, or portion thereof, and at double time for all overtime hours worked above four (4) hours on that day.

12.4.2 On Assigned Days of Rest

An employee, who is required to work on **his/her** regularly assigned days of rest, shall be paid at the rate of double time for the first eight (8) hours worked on that day, with a minimum three (3) hour guarantee at overtime rates. Time worked beyond eight (8) hours shall be paid at rate of two and one-half times ($2\frac{1}{2}$) their regular rate.

12.4.3 On Designated Days Off (DDO)

Employees shall receive overtime at one and one-half ($1\frac{1}{2}$) times their regular rate for the first eight (8) hours worked on a **DDO** except when banking the **DDO**. Time worked beyond eight (8) hours shall be paid at rate of two (2) times their regular rate.

12.5 Time In Lieu of Overtime (TIL)

At the request of the employee, the manager may grant time off at the appropriate premium rate at a mutually acceptable time in lieu of payment for overtime worked. If such time off in lieu cannot be taken by the end of the fiscal year, an employee shall be eligible to carry over a maximum one hundred and twenty (120) hours to the next fiscal year. An employee shall be paid out for all hours in excess of one hundred and twenty (120) hours at the end of each fiscal year. Employees may also request pay out of accumulated TIL.

12.6 Phone Calls After Hours

An employee, who after **he/she** has left **his/her** place of work, receives a phone call from the Employer after work, which does not involve a return to **his/her** place of work, shall be paid for each hour or portion thereof worked or for a minimum of one-half ($\frac{1}{2}$) hour at appropriate overtime rates. Notwithstanding the above, an employee called more than once in the one-half ($\frac{1}{2}$) hour period shall not receive any further overtime until the one-half ($\frac{1}{2}$) hour period has elapsed.

12.7 Standby Compensation

Standby shall mean a period during which an employee is not at work and is assigned to be on call and be immediately available to return to work. In no case shall such assignment be less than one (1) hour. Standby pay will be paid at a rate of twenty-five (**\$25.00**) dollars for each eight (8) hour period, or portion thereof.

12.8 Call Backs for Overtime

After having left her place of work, an employee who receives a call back and returns to work shall be paid at overtime rates for all hours worked, subject to a minimum of three (3) hours at overtime rates, as set out in the pay schedules and overtime articles in this agreement.

Notwithstanding the above, an employee called out more than once during the three (3) hour period shall not receive any further overtime until the three (3) hour period has elapsed.

An employee called out to return to work shall be reimbursed at the kilometre allowance as per Article 16.

ARTICLE 13 TEMPORARY ASSIGNMENT OF HIGHER DUTIES

Employees are encouraged to identify the desire to seek developmental or learning opportunities for Temporary Assignment of Higher Duties (TAHD) through the **Employee's Performance and Development Plan** in accordance with Article 8.

13.1 Eligibility Criteria

1. A permanent employee as defined in Article 1.8; and
2. An employee's knowledge and experience align with the assignment.

Employees within the business unit will be given first consideration for the TAHD assignment.

13.2 TAHD for Ninety (90) Consecutive Days or Less

Assignment Criteria

1. The TAHD will not exceed ninety (90) days.
2. The temporary assignment of an employee to perform the duties of another position classified at a level having a higher maximum hourly rate of pay than the classification level of his/her home position.

3. The temporary assignment of new duties to an employee in his/her position, the result of which warrants a classification level having a higher maximum hourly rate of pay than the classification level of his/her home position.

An employee in a position that has been assigned a classification level on TAHD shall receive premium payment for each actual full day worked during the assignment.

Payment will be at an hourly rate which provides for an increase of five percent (5%) over the employee's current hourly rate, adjusted for change in hours of work where required. If the increase of five percent (5%) produces an hourly rate below the minimum of the range for the temporary assignment position, the salary shall be adjusted to the minimum of the range. The increased salary rate must be within the range of the higher level position.

An employee, while in a position subject to TAHD shall be eligible to receive increments and economic adjustments in his/**her** home classification and the supplementary payment for the TAHD shall be recalculated on the revised salary.

The original term of a TAHD will not exceed ninety (90) days unless agreed to by the parties.

13.3 TAHD for Ninety (90) Consecutive Days or More

A temporary assignment with a higher classification that is in excess of ninety (90) consecutive days or more will be posted in accordance with Article 6.

13.3.1 Higher Level Duties Assigned to Current Position (No Posting Required)

Prior to an employee being temporarily assigned new duties in his/**her** home position, the new duties shall be submitted to Human Resources as prescribed for review. If the new duties warrant a higher classification level the employee shall be eligible for compensation at the higher level from the day the new duties were assigned to the end of the TAHD assignment.

Higher level duties assigned to a current position for ninety (90) consecutive days or more shall be for a defined period of time not to exceed one (1) year unless agreed to by the Union.

An employee in a position that has been assigned a classification level on TAHD shall receive payment for each day of assignment, including days of approved paid leave.

The employee's salary and increment date on TAHD for more than ninety (90) continuous days shall be as per the promotion articles.

Employees shall be eligible to earn increments in the higher temporary assignment classification.

On reversion to his/**her** home classification level the employee's salary rate will be calculated on the basis of the increments he/**she** would have earned during the period of the temporary assignment.

While on TAHD of more than ninety (90) consecutive days, an employee shall be eligible, on a pay adjustment, for the increase to the salary rate in the range for his/**her** home classification level. The promotion formula shall be reapplied to the adjusted rate to determine his/**her** salary in the higher range.

13.4 Administration

The following rules for hours of work and payment, shall apply to employees performing TAHD:

1. Employees shall work the hours of work designated for the position of the TAHD;
2. By mutual agreement between **the employee and manager**, the employee may maintain their home work cycle;
3. When the assignment to a position with a higher classification level involves a partial pay period, the employee will receive any overtime earned in the home position in addition to her normal biweekly salary in the home position.
4. Overtime entitlement in the TAHD will be subject to the overtime provision pertaining to the TAHD designation only.

13.5 Temporary Assignment of Higher Duties to an Out- of-Scope Position

When an in-scope employee is temporarily assigned higher duties to an out-of-scope position, the employee continues to pay Union dues, accrue seniority and retain all rights conferred by this Collective Agreement.

In-scope employee's temporarily assigned higher duties to an out-of-scope position shall work such hours as assigned by management.

ARTICLE 14 DESIGNATED HOLIDAYS

- 14.1** Designated holidays with pay shall be New Year's Day, Family Day (3rd Monday of each February), Good Friday, Victoria Day, Canada

Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

In accordance with the **Employer's Policy**, offices will be closed at 12:00 p.m. on Christmas Eve (December 24th) and at 3:00 p.m. on New Year's Eve (December 31st).

14.1.1 Designated Holiday – Employee Directed

Each year, **two (2)** designated holidays will be assigned to a date chosen by the employee with the approval of the manager.

These designated holidays will not be accumulative from year to year or paid out if not utilized in the calendar year.

The employee directed holidays must be taken as a full day in accordance with **the employee's** normal hours of work.

14.1.2 Full-Time Employees

Permanent and temporary full-time employees whose regular weekly days off are Saturday and Sunday on a permanent basis, the following rules shall apply:

1. Permanent and temporary full-time employees will receive a paid statutory day as it is observed.
2. When a designated holiday falls on Saturday or Sunday, the Employer shall designate another working day, either the preceding Friday or the following Monday, to be observed as the holiday in lieu thereof, or as otherwise agreed to by the parties.

- 14.1.3** When either Christmas Day or Boxing Day falls on a Saturday or Sunday, the Employer or designate, subject to the provisions of Article 14.1.2 above, shall designate another working day(s) to be observed as the holiday or holidays in lieu.

14.1.4 Part-Time Employees

Permanent, temporary part-time **and casual** employees will be paid five-point four one percent (5.41%) of regular earnings for each pay period in lieu of pay for designated holidays not worked. Earnings for this purpose shall not include vacation leave pay but shall include shift differential.

14.2 Working on a Designated Holiday

14.2.1 Employee Required to Work on a Designated Holiday

An employee required to work on a designated holiday shall be entitled to their regular pay plus one and one-half (1½) times their hourly rate for each hour up to the normal hours they work. This shall be paid out or may be taken as time in lieu by mutual agreement **between the employee and manager**.

14.2.2 Daily Overtime on a Designated Holiday

An employee who is required to perform daily overtime work on a designated holiday shall be paid at the rate of two and one-half (2½) times their hourly rate for each hour in excess of normal daily hours or granted time in lieu at the premium rate.

For the purpose of working on a Designated Holiday, regular pay is defined as follows.

1. Permanent and temporary full-time employees: total bi-weekly salary (includes payment for Designated Holidays);
2. Permanent part-time, temporary part-time employees and **casual employees**: five-point four one percent (5.41%) of regular earnings for each pay period in lieu of pay for Designated Holidays not worked.

14.3 Working on a Designated Holiday Falling on a Day of Rest

When a designated holiday falls on an employee's assigned day of rest, and the employee is required to work, **he**/she shall be compensated in addition to **his**/her regular pay at a rate of time and one-half (1½) for hours worked and given a day off in lieu of the assigned day of rest.

14.4 Averaging Periods

Employees' averaging periods will be reduced by the number of hours worked in a normal day to a maximum of eight (8) hours for each designated holiday within the averaging period.

ARTICLE 15

PAY ADMINISTRATION

15.1 General Provisions

15.1.1 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 as determined by the job evaluation factors in the classification plan.

15.1.2 Allocation of Positions

No offer of employment or payment shall be made prior to allocation of the position to a classification level.

15.1.3 Employee Cheque Advice

Employee pay statements shall show the period worked, gross salary earned, all deductions and their purpose.

15.1.4 Pay Calculation for Full Pay Period

Employees who are paid on the exception reporting bi-weekly payroll and commence or resume employment on the first working day of the pay period shall be entitled to a full pay period's salary and to credits for vacation leave, sick leave and increment purposes.

15.1.5 Pay Calculation for Partial Pay Period

For the purpose of determining earnings for a partial pay period applicable to employees who are paid on the exception reporting bi-weekly payroll, the following shall apply:

- A) Number of hours worked times the hourly rate of pay;
- B) Hours worked shall include approved leave with pay, e.g., designated holidays, sick and vacation leave.

15.1.6 Supplemented Salary Ranges

- A) The parties may 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, the following shall apply:
 - 1. They will be reviewed annually by January 15th of each year;

2. When the supplemented salary range is introduced or increased, current employees affected will receive an increase in their salary rate equivalent to the percentage increase in the supplemented salary range maximum;
3. When the supplemented salary range is reduced or terminated, the employees affected shall be treated in accordance with the downward reclassification provisions; and
4. Supplemented salary rates and ranges shall be treated as regular salary for all salary administration and payroll purposes.

- B) When a change in assigned duties results in a temporary or permanent change in occupation and a supplemented salary range is currently approved in the new occupation, and;
1. The employee is currently at the same level as the supplemented salary range, the employee's salary rate shall be increased by the same percentage amount as the supplemented salary range maximum exceeds his/her current range maximum; or
 2. The employee is currently at a different level than the supplemented salary range, normal salary administration rules shall apply.

15.2 In Hiring Rates of Pay

15.2.1 New Hires into Permanent Full-Time and Permanent Part-Time Positions

15.2.1.1 At and Above Minimum Rate

The rates of pay upon original recruitment shall normally be at the minimum of the salary ranges. Notwithstanding the above, the **Head of Human Resources or designate** may approve a higher rate:

1. Where the relevant competencies and qualifications of a selected applicant exceed the recruitment requirements for the position; or
2. For occupations where market reasons warrant, as determined by the **Head of Human Resources or designate**.

- 15.2.1.2** Notwithstanding Article **15.2.1.1** the Employer may approve a higher rate. The Employer will provide full details of and reasons for such actions to the Union or its chosen representatives and opportunity afforded the Union to make representation if so desired.

When a new employee is employed at a salary above the minimum of the range, every other employee in that classification and occupation who within thirty (30) days of the in-hire rate being published applies to

Human Resources and who has equivalent qualifications shall be entitled to a salary adjustment on the same basis with that given to the new employee. Any adjustment to the employee's rate will be effective from the date of hire for the new employee.

15.2.1.3 Training Rates – Below Minimum of Regular Range

- A) If fully qualified candidates are not available, the **Head** of Human Resources **or designate** may authorize the appointment of a "trainee". Training rates will be established on the same basis as annual increments, at a rate of four percent (4%), below the minimum of the regular range. Entitlement and withholding of increments shall be governed by the Increment provisions.
- B) A candidate may be hired below the minimum of the regular range if **he/she** does not possess the required core competencies for the position.
- C) A candidate hired below the minimum of the regular range will not be eligible to advance to the regular range for **his/her** classification level until **he/she** meets the competency requirements for appointment to the position.
- D) If the training requirements exceeds the time anticipated in the work plan the employee shall remain at the highest training rate until such time as **he/she** meets the competency requirements for the position.
- E) If the employee meets the competency requirements for the position sooner than anticipated in the work plan, **his/her** salary shall be adjusted to the minimum of the range on the first of the next pay period.

15.2.2 Temporary Employees

- A) Upon original appointment, the minimum rate of pay for the classification level shall normally be paid to a Temporary employee. Notwithstanding this general intent, the **Head** of Human Resources **or designate** may approve appointment at a salary above the minimum rate when the selected candidate cannot be employed at the minimum or where, in the opinion of the **Head** of Human Resources **or designate**, **his/her** qualifications warrant such consideration.
- B) Upon subsequent appointment to another temporary position in a different classification level, a temporary employee who has acquired service for competition purposes shall maintain **his/her** earned salary rate subject to the minimum and maximums of the new salary range.

15.3 Increments

15.3.1 Entitlement and Withholding for Probationary and Permanent Full-Time Employees

- A) A probationary or permanent full-time employee shall be entitled annually, to an increment of four percent (4%) within their range. Trainees shall be entitled annually to an increment of four percent (4%). The Employer may withhold the increment for performance reasons and shall notify the employee in writing of the decision to withhold the increment prior to the increment date. A copy of the notification shall be sent to Human Resources and the Union. If the employee is not notified prior to the increment date, they shall receive their increment.
- B) An employee may grieve the withholding of his/**her** increment and the onus is on the Employer to justify the withholding of the increment.
- C) The effective date for the payment of any increment shall be the first day of the pay period which commences on or after the increment date.

15.3.2 Increments for Permanent Part-Time and Temporary Employees

- A) Provided that periods of employment are not interrupted by resignation, dismissal, or an interval of non-employment of greater than one hundred and eighty (180) calendar days, an employee shall be entitled annually, to an increment of four percent (4%) within his/**her** pay range of his/**her** classification level. Trainees shall be entitled annually to an increment of four percent (4%).
- B) An employee must work the equivalent of two hundred (200) days in a classification level to earn an annual increment, unless the Employer withholds the increment for performance reasons. The Employer shall notify the employee in writing of the decision to withhold the increment prior to the increment date. A copy of the notification shall be sent to the Union. If the employee is not notified prior to the increment date, they shall receive their increment. An employee may grieve the withholding of his/**her** increment and the onus is on the Employer to justify the withholding of the increment.
- C) Where an employee has not worked the required two hundred (200) days prior to his/**her** increment date, it shall be adjusted to the first day of the pay period following the completion of the required days worked.

- D) The effective date for the payment of any increment shall be the first day of the pay period which commences on or after the increment date.
- E) A temporary employee accepting a subsequent temporary appointment at a salary rate greater than ten percent (10%) of his/**her** previous rate, or, when the employee was at the maximum of his/**her** range, a new increment date shall be established.
- F) When a temporary employee moves from one (1) classification level to another in a subsequent temporary appointment, and his/**her** salary is not increased by more than ten percent (10%), the increment date shall not be changed.

15.3.3 Establishing Increment Dates

Annual increment dates shall be established for employees based on date of employment.

15.3.4 Following Leaves of Absence Without Pay and Permanent Lay-off

- A) When an employee returns after ninety (90) consecutive calendar days or less from a leave of absence without pay, or permanent lay-off, there shall be no change in their increment date. When an employee returns from a leave of absence without pay, or permanent lay-off, after ninety (90) consecutive calendar days, they will be eligible to receive an increment after twelve (12) months of actual service, less the time earned toward an increment before the leave of absence without pay, or lay-off, was taken subject to establishment of increment date provisions above.
- B) The date upon which he/**she** becomes entitled to the increment shall be his/**her** new increment date. When the leave is for illness covered by *The Workers' Compensation Act*, there shall be no change in the increment date regardless of the length of the leave of absence.

15.3.5 Movement Within the Agreement

An employee moving to another appointment within the same classification level shall have time earned in that level count towards their next increment.

15.4 Assignment of a New Pay Range

15.4.1 When Positions are Reclassified

15.4.1.1 Upward Reclassification

- A) If a position is reclassified upward resulting in a promotion for the incumbent, **he**/she shall be paid in accordance with the Salary Adjustment on Promotion provisions.
- B) If, as a result of a review initiated by the Employer, a position is reclassified upward during the incumbent's initial probationary period, the employee's rate of pay shall be maintained subject to the new range minimum. For purposes of establishing an increment date only, the provisions of Salary Adjustment on Promotion shall apply.
- C) If as a result of a successful challenge to the reclassification a permanent employee assumes a position in their former occupation, they will revert to the rate they were being paid prior to the reclassification subject to any increments they would have received had they remained in that occupation.

15.4.1.2 Downward Reclassification

- A) If a position is reclassified downward, the incumbent, if permanent in the position:
 - 1. And whose salary rate exceeds the maximum of the lower salary range, shall retain the salary range in effect prior to the downward reclassification of their position. The employee shall not be entitled to any economic adjustment until such time as the maximum salary range for the lower classification level overtakes the maximum salary range retained under this subsection;
 - 2. Where **his**/her salary rate is equal to or less than the maximum of the lower salary range, **he**/she shall be placed in the lower salary range and be entitled to increments and economic adjustments;
 - 3. If permanent full-time or permanent part-time, shall have **his**/her name placed on the respective re-employment list.
- B) While an employee is on the re-employment list as a result of a downward reclassification, **he**/she shall earn increments in the higher salary range **he**/she retained.

- C) If a position is reclassified downward and the employee is on initial probation or subsequent probation, the rate of pay shall be determined on the basis of the principle set out in Salary Adjustment on Demotion.
- D) If, within two (2) years subsequent to the downward reclassification, an employee who retained their higher salary range, promotes into an occupation at the same or a lower classification level than **him**/her former occupation, they shall be entitled to return to their former rate in the higher range subject to any increments that they would have received had **he**/she remained in the higher position.

15.4.2 Salary Adjustment on Promotion

15.4.2.1 Promotion Formula

- A) On promotion, a permanent employee shall receive a salary increase of eight percent (8%) applied to the hourly rate, subject to the minimum and maximum of the higher range.
- B) If the increase amounts to ten percent (10%) or less, the employee's increment date shall not be changed. If the increase amounts to more than ten percent (10%), or when an employee promotes from the maximum rate of her previous range, a new increment date shall be established. Employees will earn increments in accordance with the increment provisions.

15.4.2.2 Increment Date and Salary Adjustment on Same Date

Whenever an employee's increment date or an adjustment in salary occurs on the same date as a promotion or reclassification, the employee shall receive his/**her** increment or adjustment before the promotion formula is applied.

15.4.3 Salary Adjustment on Demotion

15.4.3.1 Voluntary/Involuntary Demotion or Downward Bumping of Permanent Employee

When a permanent employee voluntarily or involuntarily demotes **or bumps downward** from a position in which he/**she** holds permanent status, his/**her** increment date shall not be changed. His/**her** rate of pay shall be adjusted as follows:

1. Whenever his/**her** hourly rate prior to demotion is above the maximum established for the classification level into which he/**she** is taking demotion, it shall be reduced to the maximum;

2. Whenever his/**her** hourly rate prior to demotion is within the range established for the classification level into which he/**she** is taking a demotion, it shall remain the same.

15.4.3.2 Voluntary Demotion Employee on Initial Probation

When an employee on initial probation voluntarily takes a demotion, his/**her** appointment shall be terminated, and he/**she** shall commence new appointment in the lower classification level.

15.4.3.3 Voluntary Demotion Permanent Employee on Subsequent Probation

When a permanent employee voluntarily demotes from a position in which he/**she** holds probationary status, he/**she** shall revert to the rate at which he/**she** was being paid in the salary range of his/**her** former (permanent) classification level subject to any increments he would have received had he/**she** remained in that level. This hourly rate shall be the basis for determining the hourly rate at which they shall be paid in the classification level into which they are taking demotion.

15.4.3.4 Promotion of Demoted Employee Who Retained Hourly Rate

An employee who retained his/**her** hourly rate on demotion and who promotes within two (2) years thereafter shall again retain their hourly rate and increment date. They shall be entitled to the benefit of the promotion formula when the promotion is to a position with a higher maximum range of pay than the position they were demoted from in the first instance.

15.4.3.5 Promotion of Demoted Employee Who Did Not Retain Hourly Rate

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

15.4.4 Salary on Transfer

When an employee is transferred, their hourly rate of pay and their increment date shall not be changed.

15.4.5 Salary on Re-employment from Re-employment List

15.4.5.1 Re-employed in the Same Classification Level

When an employee is appointed from the re-employment list to a position in the same classification level to that which he/**she** held prior to placement on the re-employment list, he/**she** shall be paid at the same rate in the range as that which he/**she** had achieved at the time of placement on the list.

15.4.5.2 Re-employed in a Lower Classification Level

When an employee is appointed to a position having a lower maximum hourly rate than the maximum hourly rate of his/**her** position held prior to placement on the re-employment list, 15.4.3.1 shall apply.

15.4.5.3 Re-employed as a Result of a Competition

When as a result of a competition, an employee is appointed from the re-employment list to a position having a higher salary range than the position which he/**she** held prior to placement on the list, he/**she** shall have his/**her** salary adjusted as on promotion.

15.4.5.4 Effect of Negotiated Wage Increases

When determining an employee's salary on re-employment the employee's hourly rate on the date of placement on the re-employment list shall be adjusted by any negotiated increase applied after the date of placement on the re-employment list.

15.5 Across Union Lines and Out-of-Scope

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

ARTICLE 16 ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

16.1 Accommodation and Meals

16.1.1 On Corporate Business

When accommodation and/or meals are not provided, employees shall be allowed expenses on the following basis when away from headquarters on authorized corporate business. Flin Flon and

Lloydminster shall be regarded as within the Province for the purposes of this Section.

16.1.2 Accommodation

Hotel – actual and reasonable charges supported by a receipt. The Employer must approve charges in excess of such amount as may from time to time be determined by the **Head of HR / Head of Finance**.

An amount of fifty dollars (\$50) per night (no receipt necessary) will be paid for accommodation in private residences or in private trailers. Amounts in excess of fifty dollars (\$50) will be approved if no other accommodation is available and a receipt is provided.

16.1.3 Meals – Effective the first day of the month following the signing of the Collective Agreement, employees shall be reimbursed for meal expenses in accordance with the current Canada Revenue Agency (CRA) meal expense rates at the time of ratification.

If the CRA meal expense rates increase, the Employer will increase the meal expense reimbursement rates accordingly, effective January 1st of each year. If the CRA meal expense rates decrease the Employer will maintain meal expense reimbursement rates in accordance with the last increase for the term of the agreement.

The above rates include GST, meal gratuities and overnight allowance.

Where a charge is made for a banquet, it will be in lieu of the meal rate provided for that meal.

16.1.4 Travel on Corporate Business Outside Canada

Employees on corporate business outside of Canada will be covered by corporate policy. Copies of the rates can be obtained from the Employer.

16.1.5 Meal Allowance Claims

A meal allowance will be paid for:

Breakfast, if departure is prior to 9:00am;
Lunch, if departure is prior to 1:30pm;
Supper, if departure is prior to 6:30pm.

16.2 Expenses While on Corporate Business Away from Headquarters

The following is a guide to employees and managers with respect to charges incurred while travelling on corporate business:

Standard charges:

1. Laundry – charges are allowable for employees, who are absent from headquarters for a period in excess of seven (7) consecutive calendar days. Receipts are required.
2. Valet services – not allowable.
3. Dry Cleaning – allowable only when incurred under exceptional circumstances away from headquarters. The need for dry cleaning must be identified on the expense form and receipts are required.
4. Parking – employees may recover parking charges as follows:
 - A) If available within a reasonable walking distance from work, employees are expected to use off-street parking and may recover costs as supported by receipt;
 - B) If off-street parking is not available, costs of metered parking may be charged to a maximum of **sixteen dollars (\$16.00)** per day without receipts.
5. Telephone charges for business calls are allowable, supported by receipt (if available), name of party called and reason for call.
6. Taxis/**Rideshare** – charges are allowable for **the** fare from an employee's home and return, and for fares incurred on corporate business away from headquarters. Receipts are required.
7. Other expenses – occasionally, employees will incur exceptional expenses in connection with the conduct of corporate business. Such expenses may be allowable if detailed on the expense form, supported by receipts, and authorized by Chief Financial Officer or **Head** of Human Resources. The decision of the Chief Financial Officer will be final in all cases.

16.3 Use of Private Vehicles on Corporate Business

- 16.3.1 Employees who are authorized to use a private vehicle on corporate business shall be paid a kilometre allowance as per the **current** Canada Revenue Agency (**CRA**) automobile allowance rates.

If the CRA kilometre rates increase, the Employer will increase the kilometre expense reimbursement rates effective January 1st of each year (as per the Corporate Travel & Expense Policy). If the CRA kilometre rates decrease the Employer will maintain kilometre expense reimbursement rates in accordance with the last increase for the term of the agreement.

16.3.2 Incidental Usage

Employees who are authorized on an incidental basis to use a private vehicle shall be paid six dollars (\$6.00) per day, or approved kilometre allowance, whichever is greater.

16.4 Reimbursement for Relocation Expenses

A permanent full-time employee whose headquarters is changed as a result of a promotion, mandatory transfer or demotion, which is in the interest of the **Employer**, may be reimbursed for relocation expenses in accordance with the Employer's policy.

It is agreed that the policy shall not be reviewed during the term of the agreement without the concurrence of the Union.

Pre-Approved relocation expenses may include but not be limited to the following:

1. Search for accommodation at new work location
2. Moving of primary household effects
3. In-transit insurance
4. Transportation of personal motor vehicle
5. Travel to new work location
6. Storage costs of household effects
7. Temporary accommodation at new work location
8. Maintenance of original domicile
9. Residential property expenses
10. Incidental expenses

16.5 Payment of Professional Fees

The **Employer** shall reimburse an employee's cost for professional fees or licenses, where those professional designations are required by statute or regulation. All other professional fees as approved by the **Employer** shall be reimbursed to the employee.

16.6 Footwear Allowance

The **Employer** shall reimburse employees an annual allowance of up to two hundred dollars (\$200) upon submission of receipt, and with the manager's approval, to assist in the purchase of appropriate footwear. Eligibility for the allowance will apply to employees whose primary job duties have the responsibility of accessing information throughout the full parameter of the warehouse.

16.7 Shift Differential and Weekend Premium

A) Shift Differential

1. A shift differential in the amount of **two dollars (\$2.00)** per hour shall be paid for all hours worked between the hours of 6:00 p.m. and 7:00 a.m. 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.
2. Shift differential will not be payable in a modified work pattern in a situation where it was not payable under the standard hours of work arrangement.

B) Weekend Premium

A weekend premium in the amount of **one dollar (\$1.00)** per hour shall be paid for all hours worked between the hours of 6 p.m. Friday and 7 a.m. Monday. Weekend Premium shall not be 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.

16.8 Payments Due on Separation or Death

Payments under this agreement due to an employee on separation shall be made within a period of two (2) weeks excepting, however, in those instances where it is necessary to withhold payments pending an accounting and settlement of any monies due the **Employer** on account of any advances repayable, inventory unaccounted for or any other valid claim against an employee. In the event of death of any employee, any amounts due shall be paid to the estate.

16.9 Severance Pay (See Article 21)

ARTICLE 17 VACATION

A permanent employee shall be entitled to and is required to take, vacation leave with pay. Every effort will be made to accommodate vacation leave requests. Vacation leave shall be rotated to ensure equality regardless of seniority, unless mutually agreed to **by the employee and manager**. Requests for access to vacation leave entitlements must be approved by the Employer and may be limited due to operational requirements. Such requests shall not be unreasonably denied.

17.1 Vacation Entitlement

Where annual vacation leave scheduling is required within a work unit, management will, within six (6) weeks of the request(s), provide the employee with a response.

17.1.1 Permanent Employees

- A) Permanent employees shall be granted vacation based upon the years of service they will have completed in the calendar year. Vacation entitlements shall be advanced to permanent full-time employees at the beginning of each calendar year.
- B) Vacation entitlement per calendar year shall be as follows:
 - Up to 7 years service = 15 days per year prorated for partial years
 - 8 - 14 years service = 20 days per year prorated for partial years
 - 15 - 21 years service = 25 days per year prorated for partial years
 - 22 + years service = 30 days per year prorated for partial years
- C) Vacation Entitlements shall be advanced to permanent part-time employees at the beginning of each calendar year based on the percentage of time worked during the previous calendar year. Permanent part-time employees with less than one year of service will acquire vacation on an earned basis.

17.1.2 All Others

All other employees will acquire vacation on an earned basis.

All other employees shall have their vacation entitlement calculated as follows and prorated based on time worked and shall receive vacation pay in accordance with the following table:

<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
Fifteen (15) days	6% of total earnings
Twenty (20) days	8% of total earnings
Twenty-five (25) days	10% of total earnings
Thirty (30) days	12% of total earnings

NOTE: For the purposes of this Article, "total earnings" include the vacation payment. For administrative purposes, to facilitate the payment of vacation pay, the percentages will be as follows:

6.36% - fifteen (15) days

8.64% - twenty (20) days

11.00% - twenty-five (25) days

13.44% - thirty (30) days

17.2 Vacation Pay on Supplementary Earnings

All employees shall earn vacation pay on supplementary earnings.

17.3 Other Vacation Provisions

- A) An employee, who leaves employment during the calendar year, shall be paid for unused earned vacation leave at the rate of pay applicable to such employee on her termination date.
- B) Employees leaving the **Employer** upon retirement at sixty-five (65) years of age or older or with thirty-five (35) years of service shall be entitled to pay in lieu of their full vacation entitlement for that year.
- C) Employees shall be entitled to carry over up to five (5) days vacation into the next calendar year. In special circumstances, or certified illness, the Employer may approve the carryover of up to an additional five (5) days of vacation.
- D) Where the Employer finds it necessary to restrict preapproved vacation leave in whole or in part, the employee shall be entitled to receive pay in lieu or to take the leave at another time. If the employee had entered into financial commitments (e.g., deposit on travel arrangements) in connection with vacation leave, which had been approved and then, restricted, and is unable to cancel such commitment without charge, **he/she** shall be reimbursed to the extent of **his/her** financial loss. Such reimbursement shall be dependent upon submission of documentary evidence, satisfactory to the Employer, in respect of the disbursement and its non-recoverability or non-transferability.
- E) An employee leaving the **Employer** who has been granted more vacation leave than is due him shall have such overpayment deducted from any monies owing him by the Employer, calculated on the basis of salary in effect at the date of termination.
- F) When a designated holiday falls within an employee's vacation leave period, **he/she** shall not be charged vacation leave for that day.

ARTICLE 18

SICK LEAVE, PERSONAL LEAVE AND EMERGENCY LEAVE

18.1 Sick Leave

Sick leave is intended to be used when an employee is sick and refers to the period of time an employee is absent from work as a result of an illness or injury. The purpose of sick leave is to maintain salary and benefits when an employee is ill. It is not intended to be used simply as an opportunity to take time off work. Sick leave is cumulative and should be used when necessary, and with discretion, in order to ensure that it is available in sufficient amounts when an employee requires it.

18.2 Definition of Sickness

Sickness shall include sickness within the usual meaning of the term, as well as preventative medical and health treatments recommended by a physician. Sick leave shall include illness or injury other than accidental illness or injury arising out of, and in the course of, employment with the Employer with the following exceptions:

1. Advances or Loans - Third Party Liability

If an employee is in an accident entitling them to damages from a third party, the Employer may authorize advances or loans to the employee to be repaid out of the damages, if any, recovered by the employee from the third party.

2. Employer Right to Allow Sick Benefits

The Employer reserves the right to determine whether an employee shall be allowed sick leave benefits when his/her disabilities are the result of engagement in criminal activities.

18.3 Permanent Full-Time Employees

18.3.1 Under Three (3) Months of Service

Probationary full-time employees with less than three (3) months service shall be allowed five (5) days of sick leave.

18.3.2 Three (3) or More Months of Service

Probationary/Permanent full-time employees with three (3) or more month's service shall, at the beginning of the calendar year, be credited with fifteen (15) sick leave days. Sick leave shall be earned on the basis of one and one-quarter (1¼) days for each month of service. Any unused sick days shall be accumulated from year to year.

18.3.3 Partial Month

Employees shall earn sick leave in a partial month worked as follows:

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

For thirty-six (36) hour per week designation - regular hours worked multiplied by 0.0641 = earned hours of sick leave credits.

18.4 Permanent Part-Time and Temporary Employees

A) Permanent Part-Time Employees

1. Permanent part-time employees shall earn and accumulate sick leave on the same basis as the partial month calculation for permanent full-time employees.
2. Notwithstanding the foregoing, employees shall accumulate no more than one hundred and twenty (120) hours of sick leave credits per calendar year.
3. Probationary part-time employees with less than three (3) months service may be allowed advanced sick leave at the discretion of the Employer.

B) Temporary Employees

1. Temporary employees shall earn and accumulate sick leave on the same basis as the partial month calculation for permanent full-time employees.
2. Notwithstanding the foregoing, employees shall accumulate no more than one hundred and twenty (120) hours of sick leave credits per calendar year.
3. Temporary employees with less than three (3) months service may be allowed advanced sick leave at the discretion of the Employer.

18.5 General

18.5.1 Drawing on Future Sick Leave Credits

The Employer may allow an employee to draw on **his/her** future sick leave credits to a maximum of fifteen (15) days. Proof of illness as per Article 18.10.2 will be required. The parties agree that the intention of this Article is utilization for exceptional circumstances only and shall be assessed on a case by case basis. If the employee terminates employment, or retires, any overdrawn amount owing will be recovered.

18.5.2 Reimbursement of Overdrawn Sick Leave Credits

Where an employee is overdrawn on sick leave, up to one-half (1/2) of the current year's entitlement shall be applied against the overdrawn amount and any sick leave credits available at the end of the calendar year shall be applied to the overdrawn balance.

18.6 Reinstatement of Sick Leave Credits

Upon written application, a permanent employee who has had a break in service with the Employer and returns to work for the Employer within three (3) years from the break in service, shall be credited with all accumulated unused sick leave ~~he~~/she was credited with prior to the break in service. The three (3) year period shall not include time spent on the re-employment list.

18.7 Exceeding the Sick Leave Benefits

An employee leaving employment that has overdrawn their sick leave shall have deducted from any monies owing them by the Employer an amount calculated on the basis of the number of days sick leave overdrawn at the rate of salary on separation.

18.8 Compassionate Care Family Leave

Employees shall be granted a definite leave of absence without pay in accordance with legislation both federally and provincially, 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. On return from leave, the Employee will be placed in their former position.

The **Employer** will provide further details of compassionate care leave in the policy manual.

18.9 Other Types of Leave

Employees will be eligible for an unpaid leave for reasons otherwise not included in the collective agreement but included and protected under legislation, both federally and provincially.

18.10 Sickness to Be Reported

- 18.10.1** An employee absent from duty due to sickness or other emergency must inform the manager or designate at least one (1) hour prior to the time at which the employee was scheduled to report for duty. Where extenuating medical circumstances exist, notification shall be given as soon as possible thereafter.

18.10.2 Proof of Illness

On Employer request, an employee shall provide **the applicable** Medical Certificate attesting to their illness or injury.

The Employer may require an employee to provide additional non-diagnostic medical information from a physician or other licensed health practitioner and the Employer will be responsible to pay the cost.

The Employer reserves the right to request an Independent Medical Examination (IME) by a physician selected and paid for by the Employer.

All medical documentation will be **sent directly to the Employer's Health Services provider** to ensure privacy and confidentiality.

The Employer, the Union, and all employees are committed to collecting, using, disclosing, and protecting employee personal information and personal health information according to the principles of privacy laws and regarding best practices.

18.10.3 An employee who does not have regular hours of work and is ill on a day which he/**she** has been pre-scheduled to work may draw against his/**her** accumulation to such an extent as would be reasonable, in the judgment of his/**her** manager, to expect that the employee would have worked on that and subsequent pre-scheduled working days.

18.10.4 If the employee has not been pre-scheduled to work but is called in, sick leave benefits would be applicable only if the employee becomes ill after having reported for work and only to such an extent as would be reasonable in the judgment of the Employer.

18.10.5 Illness During Vacation Leave

An employee whose vacation leave is interrupted by illness or injury that requires hospitalization for a period of two (2) consecutive days or more shall, upon request, have such period of hospitalization charged against available sick leave credits. The employee will be required to provide medical evidence of such confinement.

Notwithstanding the above, in exceptional instances an employee may request that sick leave be substituted for vacation leave when the employee is incapacitated due to illness during vacation leave. The employee shall provide medical documentation to substantiate the request.

18.10.6 Designated Holiday During Sick Leave

Designated holidays occurring when an employee is on sick leave shall not be charged against the employee's sick leave credits.

18.10.7 Personal and Emergency Leave

- A) Employees must make every effort to schedule personal responsibilities so as to minimize workplace disruption and time away from work. Employees will request Personal or Emergency Leave, from their manager, as far in advance as possible.
- B) Three (3) days (or equivalent hours) of Personal or Emergency Leave with pay shall be available each year for attending to personal responsibilities or emergency situations.

To be eligible for the leave, an employee shall have sufficient sick leave balance to cover the request no less than the amount of Personal or Emergency Leave being requested.

Effective January 1, 2021, an employee who maintains a minimum sick leave balance of 80 days (or equivalent hours) shall have access to use up to two (2) additional days (or equivalent hours) of personal or emergency leave per year, if required.

- C) Personal Leave and Emergency Leave **will** be charged against an employee's accrued sick leave credits to attend to personal responsibilities or emergency situations where the employee needs to be present. Employees who work less than a full calendar year shall have their Personal Leave and Emergency Leave pro-rated on the basis of time worked. Employees not eligible to charge leave with pay for Personal or Emergency Leave to sick leave credits will use vacation leave, banked **DDO(s)**, time-in-lieu, or with manager's approval reschedule **DDO(s)** prior to accessing leave without pay.
- D) Personal and Emergency Leave days shall not be carried over from one (1) calendar year to the next.
- E) For the purpose of this leave, immediate family is defined as the employee's spouse, common-law spouse, same-sex partner, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandchild, or grandparent. It may also include any relative permanently residing in the employee's household or with whom the employee resides, a person who the employee considers to be equivalent to a member of the immediate family, or of significant personal relationship.

18.10.7.1 Personal Leave

- A) Personal Leave is defined as a situation where there is a significant event or circumstance, and it would be reasonable to conclude that the employee's presence is required.
- B) An employee requesting Personal Leave must complete the appropriate request for approval identifying the event or circumstance to their manager in advance where possible or immediately upon returning to work.
- C) 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.
- D) The Employer reserves the right, in exceptional cases, to request evidence from the employee that the leave is for personal use. A written explanation will be provided to the employee where an employee is refused leave under this article.
- E) The following examples may warrant such leave and are not limited to the list and shall commensurate with the actual time required to attend to the event or circumstance recognizing that such leave will generally be taken in hours where possible and shall generally be no more than one (1) day:
 - 1. Attending to a sick member of the employee's family either at home, in the hospital or in a similar institution.
 - 2. Attending to the needs directly related to the birth or adoption of the employee's child.
 - 3. Attending scheduled medical or dental appointments with a member of the employee's family.
 - 4. Attending parent-teacher interviews.
 - 5. Attending an initial counselling session for legal, financial and/or emotional concerns essential to the well-being of the members of an employee's family.
- F) Use of Personal Leave to attend to events or circumstances not listed above; or approval to use more than one (1) consecutive day per event or circumstance may be granted by the Employer.
- G) Personal Leave does not include purely discretionary, planned social, personal or family matters or events that can be addressed through other mechanisms, such as vacation or **designated** days off.

18.10.7.2 Emergency Leave

- A) Emergency Leave is defined as a situation where the care or attention of the employee is required for an urgent and unforeseen circumstance until alternate arrangements can be made.
- B) An employee requesting Emergency Leave must complete the appropriate request for approval identifying the event or circumstance to their manager in advance where possible or immediately upon returning to work.
- C) 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 emergency situations may be denied.
- D) The Employer reserves the right, in exceptional cases, to request evidence from the employee that the leave is for Emergency use. An explanation in writing will be provided to the employee where an employee is refused leave under this article.
- E) The following examples may warrant such leave and are not limited to the list and shall commensurate with the actual time required to attend to the event or circumstance recognizing that such leave will generally be taken in hours where possible and shall generally be no more than one (1) day:
 - 1. An accident resulting in bodily injury to or an emergency sickness of a member of an employee's immediate family where the employee is required to make immediate arrangements for medical care, childcare, and/or the operation of the employee's household.
 - 2. Sudden emergency such as a fire, break-in, flood, etc. in an employee's home where the employee is required to make immediate arrangements for the repair and/or operation of the employee's household.
 - 3. Sudden critical illness or imminent death of an immediate family member where the employee's presence is necessary and/or desirable.
- F) Use of Emergency Leave to attend to circumstances not listed above; or approval to use more than one (1) consecutive day per circumstance may be granted by the Employer.

18.11 Bereavement Leave

Bereavement Leave in accordance with **the Employer's** policy.

18.12 Severe Weather Leave

Severe Weather Leave in accordance with **the Employer's** policy.

ARTICLE 19 LEAVES OF ABSENCE

19.1 Mandatory Leave

19.1.1 Definite Leaves of Absence without Pay

Upon written application, definite leaves of absence without pay shall be granted for:

19.1.1.1 Maternity

An employee who has completed thirteen (13) weeks of continuous employment, without a break in service, who makes application at least one (1) month in advance of the estimated date of confinement and provides a medical certificate certifying **he/she** is pregnant shall be granted leave consisting of a period up to and including twenty-four (24) calendar months subject to the following conditions:

- A) An employee shall not be dismissed or laid off solely because **he/she** is pregnant or has applied for maternity leave;
- B) Where the pregnancy of the employee and/or requirements of post-natal care would reasonably interfere with the performance of **his/her** duties, the Employer may require the employee to take a period of leave not to exceed two (2) months immediately prior to the estimated confinement date and/or two (2) months immediately subsequent to the date of birth;
- C) With the consent of the Employer an employee shall be entitled to return from maternity leave in advance of the expiry of the leave;
- D) Employees may be entitled to sick leave provisions in accordance with Article 18.10.7.
- E) Employees may be entitled to Maternity Leave top-up provisions in accordance with Article 28.1.8.

19.1.1.2 Parental/Adoption

An employee who has completed thirteen (13) weeks of continuous employment without a break in service and makes application at least one (1) month in advance of the requested commencement date shall be granted leave up to twenty-four (24) months. The leave may be granted not more than six (6) weeks preceding the estimated date of

birth or legal adoption and end not later than twenty-four (24) calendar months after the actual date of birth or legal adoption.

Employees may be entitled to Parental/Adoption Leave top-up provisions in accordance with Article 28.1.8.

19.1.1.3 Prolonged Illness

An employee suffering prolonged illness shall, on application, be granted definite leave of absence as follows:

Subject to Article 26 – Workers Compensation:

- A) Employees suffering from prolonged illness shall, upon request, be placed on a leave of absence **when all sick leave credits have been expended and upon providing medical documentation to substantiate the absence.**
- B) The Employer shall not permanently fill the employee's position for a period of twenty-four (24) calendar months while the employee is on leave of absence for prolonged illness. The employee shall be entitled to return to their home position. If it is determined the employee will not be able to return to their home position, the parties may waive the twenty-four (24) month provision, allowing the position to be filled permanently. At the completion of the twenty-four (24) calendar month definite leave, the employee shall be placed on an indefinite leave of absence. In circumstances where medical information supports a return to the employee's position in the immediate future the parties may agree to extend the definite leave of absence beyond twenty-four (24) months.
- C) 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.
- D) Subject to Article 20 – Return to Work/Duty to Accommodate the parties agree to carry out a joint process to facilitate employees returning to the workplace on any type of a graduated return to work program, rehabilitation program and work-hardening program or to accommodate employee(s) with disabilities.

19.1.2 Definite Leaves of Absence With Pay

Definite leaves of absence with pay shall be granted for:

19.1.2.1 Union Business

- A) The Employer agrees employees will from time to time require leave of absence for Union business. The parties recognize Union leave is integral to harmonious relations and of benefit to both parties.
- B) Employees on leave for Union business shall be compensated on the same basis as a normal work day.
- C) Definite leaves of absence with pay shall be granted subject to reimbursement by the Union and in accordance with the following provisions:
 - 1. The employee is on authorized Union Leave;
 - 2. The employee requests leave for Union business in writing. Verbal notice is acceptable in unusual circumstances;
 - 3. Leave shall not unreasonably interfere with the operation of the Employer nor shall it be unreasonably withheld;
 - 4. The Union agrees to provide the Employer forty-eight (48) hours notice of request for Union leave, except in unusual circumstances; and
 - 5. Upon reasonable notice to the Employer, the employee shall be able to return to his/**her** position, prior to the expiration of the approved leave, provided the return does not result in additional expenditures to the Employer.
- D) The following provisions shall apply to definite leaves of absence with pay granted for Union business:
 - 1. The Employer will continue to provide the regular earnings and make all normal deductions during such leave.
 - 2. Employees shall continue to accumulate and be entitled to access all benefits and seniority rights.
- E) For the purpose of determining overtime entitlement **employees** on an approved leave of absence with pay for Union business shall be credited as averaging period hours subject to a maximum of the normal daily hours of work reduced by any hours actually worked on that day.
- F) In accordance with Article 3.3 the Union will reimburse the **Employer** for the full cost of such earnings and in addition 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:
 - I. Designated Holidays (where the employee is on Union business on both the working day preceding and following the designated holiday)
 - II. Unemployment Insurance
 - III. Canada Pension Plan
 - IV. Vacation Leave

V. Pension

- III. For leave in excess of ninety (90) consecutive calendar days:
 - I. Designated Holidays (where the employee is on Union business on both the working day preceding and following the designated holiday)
 - II. Unemployment Insurance
 - III. Canada Pension Plan
 - IV. Vacation Leave

V. Pension

- VI. Sick Leave Accumulation

- G) 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. During such leave the application of benefits shall be in accordance with benefits under this section, excepting that an employee shall continue to earn seniority under this agreement for a period of up to two (2) years.

19.1.2 Medical Donor Leave

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

19.1.2.2 Leave for Jury or Sentencing Circle Duty

An employee who is subpoenaed to serve jury duty or requested to participate in a sentencing circle shall suffer no loss of wages. Employees will remit to **the Employer** any court fees received.

19.1.2.3 Citizenship Ceremony Leave

An employee will be granted up to one (1) day leave to attend his/her or **his/her** citizenship ceremony, in accordance with **the Employer's** policy.

19.2 Discretionary Leave and Definite Leave Without Pay

Leaves of absence are intended to provide employment security for the employee while meeting the operational requirements of the Employer.

Providing satisfactory arrangements can be made to accommodate the work, an employee may be granted a definite leave of absence without pay for up to one year.

All requests for leaves must be submitted to the manager **in writing** for Leaves of Absence and approved prior to commencement of the leave.

An employee must use any accrued entitlement prior to a casual leave of absence (LWOP) being approved.

An employee after having received a definite leave may request additional leave(s) consecutive with each other. The first leave and the additional consecutive leaves shall not total a period greater than two (2) years.

Leave of absences for work opportunities outside the **Employer** will not be granted.

When considering an application for a leave of absence, the following principles shall be applied consistently and fairly:

- A) Beneficial to the employee and the organization;
- B) Used responsibly and in the public interest;

- C) Support the objectives of delivering quality services.

19.2.1 Leave for Canadian Forces

Employees who are actively serving with the Canadian War Service, Canadian Armed Forces Peacekeeping Service or Reserve for Service shall be eligible for a definite leave of absence for the length of their Tour of Duty.

19.2.2 Employee Accompanying Spouse

A permanent employee accompanying his/**her** spouse, who has been relocated, may request one of the following:

- A) Definite leave of absence without pay up to a maximum of twenty-four (24) months; or
- B) Name placed on the Employer's Re-employment List for a period of one (1) year.

If the employee has not been successful in obtaining alternate employment by the end of the definite leave or at the end of the one (1) year period on the re-employment list, he/**she** will be deemed to have resigned.

19.2.3 Involuntary Transfer - Transfer Not Accepted

If a permanent employee is being involuntarily transferred and he/**she** does not accept the transfer, a leave of absence without pay may be granted for a period of up to one (1) year.

During the period of leave, the employee shall only have rights to apply for positions. If the employee has not been successful in obtaining alternate employment by the end of the leave, he/**she** will be deemed to have resigned. If the leave is granted, the Employer may permanently staff the position.

19.2.4 Indefinite Leaves Without Pay

All employees, except temporary may be granted an indefinite leave of absence without pay.

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

A permanent employee granted an indefinite leave of absence without pay shall, upon the conclusion of the leave, have his/**her** name placed on the appropriate re-employment list.

19.3 Reinstatement from Definite Leave

An employee granted a definite leave of absence, with the exceptions of involuntary transfer and prolonged illness, shall, at the end of the leave or at an earlier date agreed to by the Employer, be reinstated in their position. Not less than thirty (30) days prior to the proposed return to work date an employee shall provide written notice of intention to return from a definite leave.

If the position of a permanent employee was abolished during his/**her** absence, he/**she** shall be subject to the lay-off provisions.

If an employee's position was reclassified upward during his/**her** absence, he/**she** shall be subject to the provisions applicable had he/**she** been occupying the position at the time of its reclassification.

If the position was reclassified laterally or downward during his/**her** absence, he/**she** shall elect one of the following alternatives:

- A) To return to the reclassified position provided he/**she** meets the minimum qualifications; or
- B) The application of the lay-off provisions.

19.4 Benefits Earned While on Leaves of Absence Without Pay or Lay-Off

While on leave of absence without pay, education leave, or lay-off, employees shall be entitled to earn benefits as follows:

- A) For the first thirty (30) consecutive calendar days or less:

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 or less:
 - 1. Sick leave;
 - 2. Seniority; and
 - 3. Calculation of increment entitlements only.
- C) For the period of leave after ninety (90) consecutive calendar days:
 - 1. Increments in accordance with the increments provisions following leaves of absences without pay and lay-off;
 - 2. Seniority for the full period of definite leave.

- D) When leave of absence is for the purpose of accepting other employment with the Employer, the Employer may waive this clause and grant benefits of this agreement as is deemed appropriate under the circumstances; and
- E) The benefits provided under this article shall apply only if an employee returns to work at the expiry of his/**her** leave unless otherwise determined by the Employer.

ARTICLE 20

RETURN TO WORK / DUTY TO ACCOMMODATE

The Union and the Employer agree to carry out a joint process to facilitate employees returning to the workplace on any type of a graduated return to work program, rehabilitation program and work-hardening program or to accommodate employee(s) with disabilities.

All parties agree to follow the terms of legislated requirements and to follow the Return to Work/Duty to Accommodate process.

Accommodation refers to work that is safe, meaningful, productive and within the skills, abilities and medical capabilities of the employee. The Union and the Employer recognize their joint duty to provide accommodation in the workplace for employees with medical disabilities. The Employer will work to achieve a reasonable accommodation for individuals, subject to bona fide occupational requirements, to the point where it causes undue hardship. All parties will work collectively to identify an appropriate method of accommodation that meets the needs of the employee and the **Employer.**

1. The employee and a Union representative meet with the Employer to discuss the return to work/duty to accommodate.
2. Not less than thirty (30) days prior to the proposed return to work, the employee will provide the Employer with medical evidence indicating that he or she is fit to return to work. This evidence will outline the employee's physical capabilities, restrictions and limitations to allow for an appropriate return to work/duty to accommodate.
3. In the event the medical evidence does not contain sufficient information, the employee will be required to provide further medical evidence from their physician or from a physician appointed by the Employer, prior to the return to work/duty to accommodate.
4. In the event further medical evidence is required, a thirty (30) day extension shall be applied to allow adequate time to establish the terms of the return to work/duty to accommodate.

5. The Employer reviews the medical evidence and based on this medical evidence, identifies potential option(s) for a return to work/duty to accommodate.
6. A review of the job task analysis of the employee's current position is completed and based on the employee's capabilities, limitations and restrictions a return to work/duty to accommodate is developed.
7. The employee's condition must be foremost in the consideration for a return to work/duty to accommodate.
8. The Employer provides, in writing, potential option(s) for a return to work/duty to accommodate.
9. Permanent full-time employees shall have access to permanent full-time, permanent part-time or temporary work.
10. Permanent part-time employees may have access to permanent part-time or temporary work.
11. Temporary employees have first consideration for temporary work in their work unit if medically able to return for the duration of their current position.
12. Permanent employees on temporary assignment of higher duties or on leave to accept a term position at the time of disability, shall access options based on their permanent position.
13. Employees shall have access to salary guarantee based on the number of hours deemed by their medical evidence. The medical evidence will outline their capabilities, limitations and restrictions during any waiting period.
14. When the placement has been found, or an accommodation has been established that meets the terms of the medical restrictions, salary guarantee will be stopped.
15. Should the employee not wish to access re-employment/re-deployment they may elect to access Career Transition Assistance as per Article 21.5 of the Collective Agreement.
16. Should the employee not wish to access re-employment/re-deployment they may elect to access Severance options as per Article 21 of the Collective Agreement.
17. Employees who are eligible to retire under the provisions of the Public Employees' Pension Plan shall be encouraged to obtain retirement counselling prior to exercising this option.

The Union and Employer will work to achieve a reasonable accommodation for a disabled employee, based on bona fide occupational requirements and current medical capabilities following the hierarchy of accommodation principle below:

- Pre-disability job, regular duties.

- Pre-disability job modified duties.
- Another position in the business unit.
- Another position with the **Employer**.
- A combination of appropriate duties.

The employee is required to participate in the accommodation process and shall not decline a reasonable offer of accommodation based on current abilities and meaningful work. The Union and Employer responsibility is considered fulfilled if a medically suitable accommodation is developed and the employee does not agree or declines the option.

ARTICLE 21

EMPLOYMENT SECURITY, POSITION ABOLISHMENT, LAYOFF AND RECALL

21.1 The parties agree to enhance the employment security of the members of the bargaining unit and to work jointly to seek efficiencies and cost savings in order to avoid job abolition.

21.2 In the face of possible job loss as a result of budgetary downsizing, transfer of services, re-organization, or contracting out, the Employer and the Union agree to discuss the following steps as alternatives to job loss:

- A) Examine the feasibility of retraining affected employees for available jobs.
- B) Allow greater flexibility in transfer, demotion, or redeployment provisions prior to job loss.
- C) Any approved Restricted Early Retirements Program prior to implementation.

21.3 If the foregoing does not prevent job loss, the following shall apply to permanent full-time:

21.3.1 On Budgetary Downsizing and/or Re-organization

- A) Downsizing through the targeted restricted early retirement program in place at that time. If the downsizing objective cannot be reached through early retirement, the parties will meet to seek satisfactory resolutions to meet the required goals.
- B) Canvass employees to determine those who wish to access leaves of absences or voluntary resignation with access to **Severance and Career Transition Assistance, for eligible employees.**

- C) Bumping.

21.3.2 On Transfer of Services (Devolution)

- A) All possible options will be explored by the Employer to maintain employment within the bargaining unit for those employees that request it upon notification of a transfer of services.
- B) If transferred, the employee will have his/**her** name placed on a re-employment list for three (3) years.
- C) Employees' collective agreement transferred with employees in accordance with successor provisions of *The Saskatchewan Employment Act*.
- D) Where the change to the job on transfer is tantamount to job abolition, employees may choose to access leaves of absence, or voluntary resignation and access **Severance and Career Transition Assistance payments (if eligible)**, rather than accept employment with the new Employer.

21.4 Contracting Out

- A) It is agreed the Employer will consult and collaborate with the Union when contemplating any arrangement that may result in the contracting out of work that would:
 - 1. Normally be performed in the Bargaining Unit and/or
 - 2. Reasonably be performed in the Bargaining Unit.
- B) If it becomes necessary to contract out during the term of the Collective Agreement and where it directly results in the loss of any permanent employee's employment the following principles shall apply:
 - 1. The Union shall be provided with as much notice as possible, with a minimum of sixty (60) calendar days, and an opportunity to discuss any intent to contract out.
 - 2. Any information provided to potential vendors in a request for proposals process will be provided concurrently, on a confidential basis, to the Union.
 - 3. The Employer will receive any submissions from the Union within fifteen (15) calendar days from the date of notice in B) 1 that present viable economic alternatives to contracting out.
 - 4. Employees affected shall have access to **Severance and Career Transition Assistance**.

21.5 Career Transition Assistance

Permanent full-time employees whose jobs are abolished and who access the re-employment list but are not re-employed prior to the expiry of the one (1) year time limit, or, who resign and accept severance, or who choose to go on indefinite leave as a result of layoff and subsequently resign while on leave, will receive Career Transition Assistance in accordance with this Article, paid to the employee subject to mandatory deductions.

- A) **Employees with less than five (5) years of continuous service shall receive Career Transition Assistance calculated on the basis of one-thousand dollars (\$1,000) for every two (2) years of service, prorated for partial years up to a maximum of two thousand five hundred dollars (\$2,500).**
- B) **Employees with five (5) or more years, but less than ten (10) years, of continuous service shall receive Career Transition Assistance in the amount of five thousand dollars (\$5,000).**
- C) **Employees with ten (10) or more years of continuous service shall receive Career Transition Assistance in the amount of ten thousand dollars (\$10,000).**

21.6 Position Abolishment

21.6.1 General Provisions

21.6.1.1 Notice of Position Abolishment

The Employer will inform the Union as far in advance as possible of any impending lay-offs and **of any impending position** abolishments. Written notice of at least sixty (60) calendar days shall be given to any employee whose position is to be abolished.

The Union will be supplied a copy of the notice.

21.6.1.2 Notice to Exercise Bumping Rights

Bumping Rights shall not apply to temporary layoffs.

As closely as possible, bumping is intended to maintain an employee's salary rate and classification level, location, duties and responsibilities.

Permanent full-time and permanent part-time employees who intend to exercise his/**her** bumping rights shall indicate his/**her** intention in writing to the Employer within five (5) working days of receipt of notice of the position abolishment.

An employee who fails to indicate an intent to bump, within the five (5) working days, shall be deemed to have opted to go on lay-off, or he/**she** may resign and receive severance pay.

21.6.1.3 Bumping Time Frame and Salary Continuance

When the employee's position is being abolished, every effort will be made to complete the bumping process prior to the position abolishment date, but in no event will the employee be retained in the position beyond that date.

Notwithstanding the above, any permanent employee who fails to retain employment through the bumping process by their date of **position abolishment** and who should be able to retain employment, shall be provided with salary continuance until their placement in a new position.

21.6.1.4 Acceptance of an Offer of a Position

An employee will have **five (5)** working days, not including the date of offer, to consider the formal offer of a position made as a result of exercising his/**her** bumping rights. If the employee does not accept the offer of the position within the **five (5)** working days, he/**she** will be deemed to have declined the offer.

A) For permanent full-time employees, the following shall apply:

1. If an employee does not accept an offer of a position in the mandatory stage of bumping, they will be deemed to have resigned. Notwithstanding, such an employee will still be eligible for severance pay or to access retirement programs currently in place;
2. If an employee does not accept an offer at the optional stage of bumping, he/**she** will be placed on lay-off or may resign and receive severance pay or access retirement programs currently in place.

B) For permanent part-time employees, the following shall apply:

1. If an employee declines an offer of a position in his/**her** own occupation, classification level and work unit, he/**she** will be deemed to have resigned and receive severance pay;
2. If an employee declines an offer of a position in a lower classification level within his/**her** work unit, he/**she** will be placed on lay-off or he/**she** may resign and receive severance pay.

21.6.1.5 Rights of Bumped Employees

A permanent employee who was bumped shall have bumping rights. However, the sixty (60) day written notice requirement does not apply.

21.6.1.6 Position Abolishment During A Subsequent Probationary Period

A permanent full-time employee on subsequent probation whose position is abolished shall have the right to revert to their former position as per the reversion provisions.

A permanent part-time employee on subsequent probation whose position is abolished shall be offered available work for which he/she is qualified in the previous work unit as per the Permanent Part-Time Failure of Probation provisions.

21.6.1.7 Subsequent Probation Upon Bumping

If, during the subsequent probation period, the parties determine that the bump was inappropriate, options will be reviewed with the Union, the Employee and the Employer to resolve the issue with the last resort being a return to the bumping process to determine a more appropriate bump, subject to Article 7.

21.6.1.8 Placing Names on the Employer's Re-employment List as a Result of Position Abolishment

- A) Re-employment provisions in the Collective Agreement apply, unless otherwise specified below.
- B) Employees may have their name placed on **the** re-employment list, for an unbroken period, not to exceed one (1) year, as follows:
 - 1. Permanent full-time employees on the **Employer's** Permanent Full-Time Re-Employment List;
 - 2. Permanent part-time employees on the **Employer's** Permanent Part-Time Re-Employment List.
- C) As a result of position abolishment, employees may have their name placed on the appropriate re-employment list as follows:
 - 1. After electing to go on lay-off.
 - 2. After a permanent full-time employee refuses an offer of a bump at the Optional Stage.
 - 3. After a permanent full-time employee accepts an offer of a downward bump at the Optional Stage.

4. After electing to bump and no bump option is available. The one (1) year period shall commence from the date when the search for bumping options for that employee has been exhausted as determined by the Employer.
5. After a permanent part-time employee declines an offer of a position in a different occupation, in the same or different classification level within his/**her** work unit.

21.6.1.9 Re-employment Provisions for Employees Affected by Position Abolishment

A) Call-backs from the Employer's Re-employment List

A permanent full-time employee on a re-employment list shall be entitled to three (3) call-backs and will have their name removed from the list following rejection of the third call-back.

A permanent part-time employee on a re-employment list shall be entitled to two (2) call-backs and will have their name removed from the list following rejection of the second call-back.

B) Transfer to Former Classification Level and Business Unit

A permanent full-time employee whose position has been abolished in one (1) business unit and who is re-employed in another shall, if either he/**she** or his/**her** new business unit head so requests, be employed to fill any vacancy for which the employee is qualified, arising in his/**her** former occupation and classification level, in his/**her** former business unit, within a period of three (3) years from the date of position abolishment.

C) Voluntary Demotion While on the Re-employment List

A permanent full-time employee who, while on the re-employment list, takes a voluntary demotion will have their name remain on the **Employer's** re-employment list for the higher classification levels for the balance of the one (1) year period.

A permanent part-time employee who, while on the re-employment list, takes a voluntary demotion will have their name remain on the appropriate re-employment list for the higher classification levels until such time as he/**she** completes the equivalent of a subsequent probationary period in the lower-level position or for the balance of the one (1) year period, whichever is shorter.

21.6.2 Permanent Full-Time Employees

21.6.2.1 Options Upon Position Abolishment

A permanent employee whose position is abolished shall have the right to access one (1) of the following options upon written application:

1. Bumping rights on the basis of total seniority;
2. To go on lay-off and exercise re-employment rights;
3. To retire, if eligible;
4. To resign and receive severance pay;
5. Indefinite leave of absence without pay at the conclusion of which an employee may elect to a) resign with severance; or b) retire, if eligible; or c) go on lay-off and exercise re-employment rights.

21.6.2.2 Bumping Order

- A) The **Head of HR or designate** shall determine the occupations and positions to which an employee is qualified to bump. Upon written request, the Employer shall supply written rationale for its decision.
- B) Bumping rights shall be exercised as set out below. Bumping shall cease when an employee is made an offer at the mandatory stage or accepts an offer or fails to bump.
- C) Bumping shall be exercised in the following order within each stage of the process:
 - First: A permanent full-time position designated by the **Head of HR or designate** as vacant;
 - Second: A permanent part-time or temporary employee encumbering a vacant permanent full-time position;
 - Third: An employee on initial probation in a permanent full-time position with the least service;
 - Fourth: The permanent full-time employee with the least total seniority.

21.6.2.3 Mandatory Bumping Stage

- A) First: in the employee's own occupation at the same classification level and own business unit and geographical location.

- B) Second: in the employee's own occupation in the same classification level, in another business unit and geographical location.
- C) If the employee is not offered a position through the mandatory stage, he/**she** shall choose one of the following:
 - 1. Proceed to the optional stages; or
 - 2. Go on lay-off as per initial notice; or
 - 3. Resign and receive severance pay; or
 - 4. Access retirement programs; or
 - 5. Go on indefinite leave of absence without pay.

21.6.2.4 Optional Bumping Stage

An employee accessing the optional stages of the bumping process shall be offered, if available, a choice of two (2) bumping options:

- A) To bump in their own locality:
 - 1. laterally
 - 2. downward
- B) To bump in another locality:
 - 1. laterally
 - 2. downward

Salary Preference

In order to maintain an employee's salary as closely as possible, an employee will be offered the first available bumping option the **Head of HR or designate** has determined the employee to be qualified for. The bumping option will be offered in the following order:

- A) To bump laterally in their own locality
- B) To bump in their same occupation and classification level and different locality
- C) To bump laterally in a different locality
- D) To bump downward:
 - 1. in the same locality
 - 2. in a different locality

21.6.2.5 Employee Not Offered a Position

If an employee is not offered a position after having proceeded through all stages of bumping, they may go on the re-employment list, or resign and receive severance pay, or access retirement programs or go on indefinite leave of absence.

21.6.3 Permanent Part-Time Employees

21.6.3.1 Options Upon Position Abolishment

A permanent employee whose position is abolished shall have the right to access one (1) of the following options upon written application:

- A) Bumping rights on the basis of total seniority;
- B) To go on lay-off and exercise re-employment rights;
- C) To retire, if eligible;
- D) To resign and receive severance pay;
- E) Indefinite leave of absence without pay at the conclusion of which an employee may elect to 1) resign with severance; or 2) retire, if eligible; or 3) go on lay-off and exercise re-employment rights.

21.6.3.2 Bumping Order

- A) The **Head of HR or designate** shall determine the occupations and permanent part-time positions to which an employee is qualified to bump. Provided an employee is qualified, bumping shall be exercised first within the employee's own work unit. If the employee is not offered a position in their work unit, then bumping rights may be exercised within another work unit. Bumping shall cease when an employee is made an offer at any stage of the bumping process, or if the employee fails to bump.
- B) Bumping shall be exercised in the following order:
 - First: To bump in the employee's own occupation and classification level;
 - Second: To bump other occupations in the same classification level which they have been deemed qualified for;
 - Third: To bump downward in other occupations they have been deemed to be qualified for;

Fourth: If the employee is not offered a position in their work unit, they may proceed to bump or go on the re-employment list or resign and receive severance or go on indefinite leave of absence.

21.6.4 Project and Temporary Employees

Project and Temporary employees have no bumping rights. Permanent employees in project or temporary positions shall revert to their home positions.

21.7 Severance Pay

21.7.1 Job Abolished – Elects to Resign or Retire

An employee whose position is abolished, and who elects to resign or retire on immediate pension, shall be entitled to severance pay. They shall be paid one (1) week's pay for each year of service, or portion thereof, commencing with the second year.

In the case of an employee who has completed five (5) or more years of continuous service, severance pay shall be on the basis of one (1) week's pay for each year of service or portion thereof, commencing with the first year. Service for the purpose of this provision shall include continuous service in positions both within and outside the scope of this agreement. It shall not include time spent on the re-employment list.

Pay will be calculated on the basis of the employee's rate of pay at the time of resignation, retirement, or when they last went on the re-employment list.

21.7.2 On Re-employment List Due to Lay-Off Not Re-employed

An employee whose name is placed on a re-employment list due to lay-off and who is not re-employed prior to the expiry of the one (1) year limit shall be entitled to severance pay.

21.7.3 On Indefinite Leave Due to Lay-Off Not Re-employed

An employee who chooses to go on indefinite leave as a result of lay-off, and subsequently resigns while on leave, shall be entitled to severance pay.

Where an employee **passes away** while on the **Employer's** re-employment list due to lay-off; the estate will be entitled to the payments provided by this section.

ARTICLE 22

DISCIPLINE

22.1 Documentation

A copy of any document or other information placed on any employee's file which might, at any time, be used for disciplinary action shall be supplied to the employee and subsequently to the Union unless the employee states in writing he/she does not want a copy sent to the Union.

Disciplinary documents shall be removed from an employee's file after two (2) years unless there are disciplinary documents of equal or greater severity placed on the employee's file within the two (2) year period. If the Employer requests that documents remain more than two (2) years and the Union disagrees, the matter shall be referred to expedited arbitration. The employee will be informed in writing when documents are removed.

An employee may make written request to the **Head** of HR to have disciplinary documents removed from their file after one (1) year. The onus will be on the employee to provide adequate reasons to have the document(s) removed.

22.2 Dismissal for Cause Only

Notice in Writing

When a permanent employee is dismissed the written notice shall state the reasons. A copy of the dismissal notice shall be given to the employee and to the Union.

22.3 Notice of Termination of Employment, Demotion or Resignation

22.3.1 Termination of Probationary Employee

Except in the case of dismissal for misconduct, an employee holding a probationary appointment in an occupation from which **his/her** services are to be terminated shall be given seven (7) calendar days notice of such termination provided that, if such notice is not given, a sum equal to seven (7) calendar days salary shall be paid to such employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave.

22.3.2 Termination of a Permanent Full-Time or Part-Time

Notice in writing shall be given to any permanent employee whose services are to be terminated. If such notice is not given, a sum equal to the notice period shall be paid to the employee in lieu of notice. This

payment shall be in addition to the payment in lieu of earned vacation leave.

Except in the case of dismissal for misconduct, employees shall be given notice of such termination as follows:

- A) Thirty (30) calendar days written notice, if his/**her** period of employment is less than five (5) years;
- B) Six (6) weeks written notice, if his/**her** period of employment is five (5) years or more but less than ten (10) years;
- C) Eight (8) weeks written notice, if his/**her** period of employment is ten (10) years or more.

22.3.3 Termination of Project and Temporary Employees

Except in the case of dismissal for misconduct, an employee holding a Project or Temporary appointment in an occupation from which his/**her** services are to be terminated shall be given notice of such termination as follows:

- A) One (1) week's written notice, if his/**her** period of employment is less than one (1) year;
- B) Two (2) week's written notice, if his/**her** period of employment is one (1) year or more but less than three (3) years;
- C) Four (4) week's written notice, if his/**her** period of employment is three (3) years or more but less than five (5) years;
- D) Six (6) week's written notice, if his/**her** period of employment is five (5) years or more but less than ten (10) years;
- E) Eight (8) week's written notice, if his/**her** period of employment is ten (10) years or more.

If such notice is not given, the employee shall be paid in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave. Permanent employees in project or temporary appointments shall revert to their home position.

22.3.4 Involuntary Demotion

Thirty (30) calendar days notice shall be given to an employee who is to be demoted involuntarily.

Notice of intention to demote shall be given to the employee in writing and shall set out in detail the reasons therefore. A copy of this notice shall be supplied concurrently to the Union.

22.3.5 Notice in Writing

Notice in writing shall be either personally delivered or sent by a registered letter to the employee's most recent address on record.

22.3.6 Resignation by Employee

Employees shall give the same notice of resignation as that provided in Articles regarding notice of termination. An employee who fails to give such notice shall be struck from the payroll effective the date **he**/she absents **himself**/herself without leave. The provisions of this clause may be waived by the Employer.

22.3.7 Job Abandonment

An employee who is absent without an approved leave from work shall, after five (5) consecutive work days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned, unless it can be shown by the employee/union that special circumstances prevented the employee from reporting to the employees place of work.

ARTICLE 23 GRIEVANCES

23.1 A grievance is a dispute of the application or interpretation of the Articles of this Collective Agreement.

23.1.1 Time Limits and Procedures

Every effort should be made to resolve problems through dialogue prior to going to grievance. The parties agree to ensure full explanation of issues during initial discussions.

23.2 Time Limits to Initiate Grievance

A grievance shall be deemed to have been initiated on the date a written statement of grievance is received by a designated management official. A grievance to be accepted must be initiated within thirty (30) days from the date on which the employee first became aware of the alleged infraction. In no case shall a grievance or grievances under this Article be raised after one (1) year.

Notwithstanding, the thirty (30) day time limit shall not apply to those items included in the Agreement where the **Employer** has allegedly failed to apply a specified benefit, e.g., vacation leave, sick leave,

shift differential, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction first occurred. The effective date of any necessary retroactive pay adjustment shall be the date on which the infraction first occurred.

23.3 Procedure

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

- 23.3.1** Step 1 - the grievance shall be submitted in writing by the aggrieved or by the Union on behalf of the aggrieved to the designated management official, **and a decision shall be rendered** within fourteen (14) calendar days of receipt. In all instances a copy of the grievance shall be submitted concurrently to the **Head of HR or designate** and the Union.

- 23.3.2** Step 2 - If settlement cannot be reached at Step 1, the Union within fourteen (14) calendar days of receiving the decision may take the grievance up with the **Head** of HR or designate.

If settlement cannot be reached at Step 2, the **Head** of HR or designate shall render a decision in writing within fourteen (14) calendar days of receipt of the grievance from the Union unless mutually agreed otherwise.

- 23.3.3** Step 3 - If a satisfactory settlement cannot be effected by Step 2, the Union, within fourteen (14) calendar days after receipt of the decision under Step 2, may apply for Arbitration.

23.4 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 technicality. However, notwithstanding the forgoing, it is clearly understood that time limits established herein are for the sake of 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.

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

- 23.6** The Union shall submit in writing to the **Head** of HR or designate, the names of the duly elected Stewards applicable for each work unit and/or location and shall report subsequent changes.
- 23.7** Subject to Article **23.11.3**, the Union also agrees that only those persons named as Stewards of the Union under Article 23 shall have the authority to deal with grievances, etc.
- 23.8** The **Head** of HR or designate shall submit in writing to the Union the name of the management official designated to deal with grievances at each work unit and/or location and shall report subsequent changes.
- 23.9** Prior to advancing to arbitration, the parties may agree to access alternate dispute resolution options.

23.10 Dispute Resolution Options

The parties agree the best resolution of a dispute is worked out between the parties without recourse to a third party.

The parties will approach each grievance or group of grievances from the point of view of:

1. Attempting to ascertain the facts and negotiate a resolution.
2. Failing resolution by negotiation, agreeing to a joint statement of facts.
3. Based on the joint statement of facts, the parties may choose from one (1) of the following five (5) dispute resolution options:
 - a. Grievance Mediation
 - b. Expedited Arbitration
 - c. **Single** Panel Arbitration
 - d. Mediation Arbitration
 - e. Any other dispute resolution options as agreed by the parties.

23.11 Leave and Expenses for Grievances

- 23.11.1** The parties agree that grievances shall be dealt with at such times as operational requirements permit.

- 23.11.2** The Employer will allow leave with pay for the grievor and a local steward, or two (2) elected Union representatives if there is not an individual grievor.

The Employer agrees to pay expenses as per the Collective Agreement to the above representatives when a meeting is convened by the parties.

The Employer shall grant leave with pay to one (1) grievor for Arbitration.

Employees called as witnesses before the **Arbitrator** shall be compensated for leave and expenses by the party who has requested their presence or shared by the parties if requested by the **Arbitrator**.

23.11.3 Union Representative

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

Employees have the right to the assistance of a Union Representative at any time. The Employer may restrict or postpone such time due to operational requirements.

ARTICLE 24 ARBITRATION

- 24.1** An Arbitration shall consist of **a single arbitrator**.

- 24.2** Application for Arbitration shall be made to the **Head** of HR or designate.

24.3 Proceedings of an Arbitration

- 24.3.1** The **Arbitrator** shall fix the time and place of sittings of **the** Arbitration after consultation with the **parties** and **he/she** shall notify the parties as to the time and place so fixed.

- 24.3.2** **The Arbitrator** shall expeditiously and carefully inquire into the grievance and all matters affecting the merits and the rights of the parties to settlement thereof.

In the course of the hearings, the **Arbitrator** may make such suggestions and do such things as it deems right and proper for encouraging a fair and amicable settlement of the grievance and shall hear representations made on behalf of the parties and shall diligently proceed to mediate between them.

An **Arbitrator** may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

An **Arbitrator** may accept, admit, and call for evidence as it sees fit, whether strictly legal evidence or not.

Each party may be represented before the **Arbitrator** by up to two (2) persons designated by the parties.

Each party shall be bound by the actions of their representatives.

If, without good cause shown, any party to a proceeding before an **Arbitrator** fails to attend or be represented, the **Arbitrator** may proceed as if the party had duly attended or been represented.

The expenses of the **Arbitrator** and any other common expenses such as hall rental and transcripts shall be shared equally by both parties.

24.4 Decisions (Award of an Arbitration)

The **Arbitrator** established under this agreement shall not have the authority to add to, subtract from, or amend any of the provisions of this agreement.

Subject to the above, an **Arbitrator** shall have the power to dispose of any grievance involving dismissal or disciplinary action in the following manner:

- A) By denying the grievance in total;
- B) By allowing the grievance in total; or
- C) By directing a compromise settlement which it deems just and equitable.

The decision of the **Arbitrator** shall be **final**.

24.4.1 The award of the **Arbitrator** shall be rendered in writing within ninety (90) calendar days of the close of the hearings and shall be final and binding on both parties. Copies of the report shall be supplied concurrently to the **Head** of Human Resources and the Executive Director of Operations of the Union.

24.4.2 Should the Parties disagree as to the meaning of the decision, either party may apply to the **Arbitrator** to clarify the decision.

ARTICLE 25

HEALTHY WORKPLACE

The following does not limit access to rights or provisions under *The Saskatchewan Employment Act Part III*, Occupational Health and Safety or *The Saskatchewan Human Rights Code*.

25.1 No Discrimination

There shall be no discrimination or harassment with respect to any employee by reason of age (subject to compulsory retirement provisions), race, any disability, creed, colour, national ancestry, place of residence, religious or political affiliation, gender or sexual orientation, marital status, criminal record that has no relevance to the duties of the employee's position, nor by reason of membership or activity in the Union.

25.2 Anti-Harassment Policy Statement

Harassment is illegal under *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act Part III*, Occupational Health and Safety. It is the Employer's responsibility to provide a workplace free from harassment.

In alignment with the Employer's Respectful Workplace Policy, employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted, unwelcome attention or disrespectful behaviour that is harassing in nature under the parameters contained within *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act Part III*, Occupational Health and Safety, Regulations Occupational Health and Safety.

The parties agree to utilize a jointly agreed to list of mediators and/or investigators to deal with complaints of harassment.

25.3 Wellness and Inclusion Committee

The Wellness and Inclusion Committee is committed to identify, educate, promote and support initiatives to foster a healthy lifestyle for employees and a healthy work environment. The Wellness and Inclusion committee is a joint committee with representation from all employee levels. Its mission is to help shape **the Employer's** culture and to create an environment to encourage open-mindedness and understanding of differences.

ARTICLE 26

WORKERS' COMPENSATION

26.1 Requirement to Apply for Long Term Disability (LTD)

An employee who has been in receipt of Workers' Compensation Benefits for a period of ninety (90) or more calendar days shall make application for the SGEU Long Term Disability Plan.

26.2 Permanent and Probationary Employees

When a permanent or probationary employee is injured in the performance of his/**her** 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:

Total compensation received by an employee shall not exceed normal earnings. Permanent and probationary employees shall be compensated on the following basis:

- A) From and including the date of injury until not more than one (1) year from the date of injury, the employee shall receive his/**her** normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee;
- B) 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 his/**her** 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 benefit payable from Workers' Compensation will be charged against the employee's available sick leave credits;
- C) For purposes above the permanent part-time employee's normal earnings shall be the average of his/**her** last four (4) pay periods or as defined by the Workers' Compensation Board whichever is greater;
- D) Pending receipt of payments from the Workers' Compensation Board, an employee shall receive normal earnings, provided however, that the Employer in its discretion may limit such earnings to the amount of an employee's accumulated sick leave credits as at the commencement of **his/her** disability. Proof of disability will be required before such payments are made;
- E) 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 Workers' Compensation Board only.

26.2.1 Employee Status and Benefits

From and including the date 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, except vacation leave credits.

Notwithstanding the above, an employee who is being paid as per provisions of the Workers' Compensation articles of this Agreement shall be entitled to carry forward any unused vacation leave up to and including the full entitlement for the month of the injury, until he/she returns to work.

For the period beyond two (2) years after the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive an indefinite leave of absence and earn benefits in accordance with Leave of Absence provisions.

An employee, who receives an indefinite leave of absence as provided above, shall be paid out any outstanding vacation leave credits. Any over expenditure of vacation leave credits shall not be recovered from the employee.

26.3 Project and Temporary Employees

Project and Temporary employees shall be compensated and earn benefits in accordance with above, except that at the expiration of their project or temporary appointment the Employer shall cease paying the employee and the employee shall receive payments only as provided by the Workers' Compensation Board, and the employee shall not be entitled to receive an indefinite leave of absence.

After the expiration of the project or temporary appointment, and while the employee is in receipt of payments from the Workers' Compensation Board, the one hundred and eighty (180) calendar day period of non-employment, for purposes of determining a break in service, will not start until the Workers' Compensation Board deems the employee fit to return for duty.

ARTICLE 27

OCCUPATIONAL HEALTH AND SAFETY

- 27.1** The following does not limit access to rights and provisions under Occupational Health and Safety, *The Saskatchewan Employment Act Part III*.

27.2 The parties recognize the importance of occupational health and safety in the workplace. In addition to the articles contained in this agreement, the employee has the full protection of Occupational Health and Safety, *The Saskatchewan Employment Act* Part III, including the right to refuse work if the employee has reasonable grounds to believe it is unusually dangerous. The employee will have access to information that may impact on the health and safety of the employee or others and has the duty to conduct himself/**herself** in a safe and responsible manner at work.

27.3 A Joint Occupational Health and Safety Committee will be established as agreed between the parties.

27.4 Protective Equipment and Apparel

The Employer agrees to supply all employees with protective equipment and apparel as determined by Department Occupational Health and Safety Committees and as specified in the Occupational Health and Safety Regulations.

27.5 Video Display Terminals

Where work demands constant and uninterrupted concentration on the video display screen by the operator, the Employer will allow the operator five (5) minutes of non-visual display work after one (1) hour of operation and fifteen (15) minutes of non-visual display work after every two (2) hours of operation. The non-visual display work period may coincide with regular breaks.

ARTICLE 28 BENEFITS

28.1 Benefit Plans

28.1.1 Group Life Insurance

The Employer is a participating Employer in the Public Employees' 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 Employment Insurance rebate that would otherwise be payable to the employee, will be the first twenty-five thousand dollars (\$25,000.00) of insurance for each covered employee. This amount will satisfy the full rebate amount due to employees from Employment Insurance.

28.1.2 Pension Contributions

It shall be mandatory that all employees become members and contribute to the Public Employees' Pension Plan.

Effective October 1, 2011, pension contributions shall be as follows:

1. The employee and Employer contributions shall be 7.25% for employees in the Public Employees' Pension Plan;
2. For all employees, contributory earnings for pension purposes shall be based on gross regular salary plus supplementary earnings except overtime, professional fees, severance pay, career **transition** assistance and group life taxable benefits.

28.1.3 Public Employees' Dental Plan

The Employer is a participating Employer in the Public Employees' Dental Plan on behalf of eligible employees as determined by the terms of the plan. The costs of the plan will be paid by the Employer.

28.1.4 Dental Plan Enhancements

The parties agree to provide on behalf of eligible employees, enhancements to the Public Employees' Dental Plan paid for by the Employer at an annual rate of **1.01%** (this percentage varies based on the demographics and the average salary of the bargaining unit) of straight time annual payroll.

28.1.5 Extended Health Care Benefits

Effective October 1, 2004, the parties agree to provide an Extended Health Care Plan fully paid for by the Employer, at an annual rate of **2.75%** of straight time payroll.

Employees will participate in the plan on the same basis as for the dental plan.

28.1.6 Eligibility for Dental and Extended Health Care Benefits

Eligibility for Dental and Extended Health Care benefits shall be governed in accordance with the terms of the respective plans.

28.1.7 Joint Benefit Committee

A Joint **Benefit** Committee, made up of equal number of representatives of Union and Employer, shall be responsible for monitoring and researching options for ongoing sustainability of the enhanced dental and extended health care benefit plans and to make recommendations for changes.

28.1.8 Maternity, Parental/Adoption Leave Top-up

- A) The Employer agrees to provide employees on Maternity Leave with a top-up of Employment Insurance Maternity Leave Benefits to ninety-five percent (95%) of regular salary for the first seventeen (17) weeks of Employment Insurance Maternity Leave Benefits. The seventeen (17) week period will include the two-week (2) waiting period. An employee approved for Maternity Leave Top-up is not eligible to receive Parental/Adoption Leave Top-up.
- B) The Employer agrees to provide employees on Parental/Adoption Leave with a top-up of Employment Insurance Parental/Adoption Leave Benefits to ninety-five percent (95%) of regular salary for up to seventeen (17) weeks of Employment Insurance Parental/Adoption Leave Benefits. Top up payment is determined by approved Employment Insurance (EI) eligibility.
- C) Employees receiving leave top-up will be required to sign a promissory note for a return service commitment for the same number of weeks that topup is received. For further information see the Employer's Policy Manual.

ARTICLE 29 DURATION OF AGREEMENT

- 29.1 This agreement, except as specified otherwise herein, shall be effective from October 1, 2019 to September 30, 2025 and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party between 60 and 120 days prior to the anniversary date hereof.**
- 29.2** Where written notice has been given, as above, the provisions of this agreement will remain in effect until a new agreement is concluded.

APPENDIX A – HOURS OF WORK

Occupation	Classification Level
Accounting Administration Officer	Level 7
Accounts Receivable Clerk	Level 6
Business System Specialist	Level 8
Business System Support	Level 6
Business Writer	Level 7
Cadastral GIS Analyst	Level 8
Customer Experience Support Clerk	Level 4
Customer Service Centre Representative	Level 6
Customer Support Planning Analyst	Level 10
Customer Support Representative	Level 6
Data Entry / Customer Service	Level 6
E-Business Operator	Level 4
E-Business Operator, Senior	Level 5
GIS Quality Control and Application Developer	Level 10
GIS Technician Analyst	Level 8
GIS Product Analyst	Level 9
Historical Researcher	Level 5
Intermediate Database Administrator	Level 12
Land Plans Examiner	Level 8
Land Plans Examiner/Field Operations	Level 8
Land Registry Processing Representative	Level 5
Mail & Documentation Clerk	Level 4
Marketing Research Analyst	Level 9
Name Reservation Officer	Level 5
Procurement Officer	Level 7
Programmer/Systems Analyst	Level 10
Quality Assurance Analyst	Level 6
Registration Officer	Level 6
Resolutions Analyst	Level 7
Resolutions Boundary Analyst	Level 7
Resolutions Research Assistant	Level 5
Team Lead(s)	Level 8 - 11

APPENDIX B – PAY SCHEDULE

In-Scope Pay Schedule - Effective October 1, 2019 (0% Economic Increase)					
Level	Hourly Salary Range		Bi-weekly Average 36 Hours/Week		Bi-weekly Average 37 1/3 Hours/Week
	Minimum	Maximum			
1	\$17.89	\$21.77	\$1,288.08	- \$1,567.44	\$1,335.77 - \$1,625.48
2	\$18.96	\$23.08	\$1,365.12	- \$1,661.76	\$1,415.67 - \$1,723.29
3	\$20.10	\$24.46	\$1,447.20	- \$1,761.12	\$1,500.79 - \$1,826.33
4	\$21.32	\$25.94	\$1,535.04	- \$1,867.68	\$1,591.88 - \$1,936.84
5	\$23.02	\$28.00	\$1,657.44	- \$2,016.00	\$1,718.81 - \$2,090.65
6	\$24.86	\$30.24	\$1,789.92	- \$2,177.28	\$1,856.20 - \$2,257.90
7	\$26.86	\$32.67	\$1,933.92	- \$2,352.24	\$2,005.53 - \$2,439.34
8	\$29.00	\$35.27	\$2,088.00	- \$2,539.44	\$2,165.31 - \$2,633.47
9	\$31.90	\$38.80	\$2,296.80	- \$2,793.60	\$2,381.85 - \$2,897.04
10	\$35.09	\$42.69	\$2,526.48	- \$3,073.68	\$2,620.03 - \$3,187.49
11	\$38.60	\$46.96	\$2,779.20	- \$3,381.12	\$2,882.11 - \$3,506.32
12	\$42.46	\$51.66	\$3,057.12	- \$3,719.52	\$3,170.32 - \$3,857.25
13	\$46.71	\$56.82	\$3,363.12	- \$4,091.04	\$3,487.65 - \$4,242.52
14	\$51.37	\$62.51	\$3,698.64	- \$4,500.72	\$3,835.59 - \$4,667.37

In-Scope Pay Schedule - Effective October 1, 2020 (1.25% Economic Increase)					
Level	Hourly Salary Range		Bi-weekly Average 36 Hours/Week		Bi-weekly Average 37 1/3 Hours/Week
	Minimum	Maximum			
1	\$18.11	\$22.04	\$1,303.92	- \$1,586.88	\$1,352.20 - \$1,645.64
2	\$19.20	\$23.37	\$1,382.40	- \$1,682.64	\$1,433.59 - \$1,744.94
3	\$20.35	\$24.77	\$1,465.20	- \$1,783.44	\$1,519.45 - \$1,849.48
4	\$21.59	\$26.26	\$1,554.48	- \$1,890.72	\$1,612.04 - \$1,960.73
5	\$23.31	\$28.35	\$1,678.32	- \$2,041.20	\$1,740.46 - \$2,116.78
6	\$25.17	\$30.62	\$1,812.24	- \$2,204.64	\$1,879.34 - \$2,286.27
7	\$27.20	\$33.08	\$1,958.40	- \$2,381.76	\$2,030.92 - \$2,469.95
8	\$29.36	\$35.71	\$2,113.92	- \$2,571.12	\$2,192.19 - \$2,666.32
9	\$32.30	\$39.29	\$2,325.60	- \$2,828.88	\$2,411.71 - \$2,933.63
10	\$35.53	\$43.22	\$2,558.16	- \$3,111.84	\$2,652.88 - \$3,227.06
11	\$39.08	\$47.55	\$2,813.76	- \$3,423.60	\$2,917.95 - \$3,550.37
12	\$42.99	\$52.31	\$3,095.28	- \$3,766.32	\$3,209.89 - \$3,905.78
13	\$47.29	\$57.53	\$3,404.88	- \$4,142.16	\$3,530.96 - \$4,295.53
14	\$52.01	\$63.29	\$3,744.72	- \$4,556.88	\$3,883.38 - \$4,725.61

In-Scope Pay Schedule - Effective October 1, 2021 (1.50% Economic Increase)						
Level	Hourly Salary Range		Bi-weekly Average 36 Hours/Week		Bi-weekly Average 37 1/3 Hours/Week	
	Minimum	Maximum				
1	\$18.38	\$22.37	\$1,323.36	- \$1,610.64	\$1,372.36	- \$1,670.28
2	\$19.49	\$23.72	\$1,403.28	- \$1,707.84	\$1,455.24	- \$1,771.08
3	\$20.66	\$25.14	\$1,487.52	- \$1,810.08	\$1,542.60	- \$1,877.10
4	\$21.91	\$26.65	\$1,577.52	- \$1,918.80	\$1,635.93	- \$1,989.85
5	\$23.66	\$28.78	\$1,703.52	- \$2,072.16	\$1,766.60	- \$2,148.89
6	\$25.55	\$31.08	\$1,839.60	- \$2,237.76	\$1,907.72	- \$2,320.62
7	\$27.61	\$33.58	\$1,987.92	- \$2,417.76	\$2,061.53	- \$2,507.28
8	\$29.80	\$36.25	\$2,145.60	- \$2,610.00	\$2,225.05	- \$2,706.64
9	\$32.78	\$39.88	\$2,360.16	- \$2,871.36	\$2,447.55	- \$2,977.68
10	\$36.06	\$43.87	\$2,596.32	- \$3,158.64	\$2,692.46	- \$3,275.60
11	\$39.67	\$48.26	\$2,856.24	- \$3,474.72	\$2,962.00	- \$3,603.38
12	\$43.63	\$53.09	\$3,141.36	- \$3,822.48	\$3,257.68	- \$3,964.02
13	\$48.00	\$58.39	\$3,456.00	- \$4,204.08	\$3,583.97	- \$4,359.75
14	\$52.79	\$64.24	\$3,800.88	- \$4,625.28	\$3,941.62	- \$4,796.54

In-Scope Pay Schedule - Effective October 1, 2022 (1.75% Economic Increase)						
Level	Hourly Salary Range		Bi-weekly Average 36 Hours/Week		Bi-weekly Average 37 1/3 Hours/Week	
	Minimum	Maximum				
1	\$18.70	\$22.76	\$1,346.40	- \$1,638.72	\$1,396.25	- \$1,699.40
2	\$19.83	\$24.14	\$1,427.76	- \$1,738.08	\$1,480.63	- \$1,802.44
3	\$21.02	\$25.58	\$1,513.44	- \$1,841.76	\$1,569.48	- \$1,909.96
4	\$22.29	\$27.12	\$1,604.88	- \$1,952.64	\$1,664.31	- \$2,024.94
5	\$24.07	\$29.28	\$1,733.04	- \$2,108.16	\$1,797.21	- \$2,186.22
6	\$26.00	\$31.62	\$1,872.00	- \$2,276.64	\$1,941.32	- \$2,360.94
7	\$28.09	\$34.17	\$2,022.48	- \$2,460.24	\$2,097.37	- \$2,551.34
8	\$30.32	\$36.88	\$2,183.04	- \$2,655.36	\$2,263.87	- \$2,753.68
9	\$33.35	\$40.58	\$2,401.20	- \$2,921.76	\$2,490.11	- \$3,029.95
10	\$36.69	\$44.64	\$2,641.68	- \$3,214.08	\$2,739.50	- \$3,333.09
11	\$40.36	\$49.10	\$2,905.92	- \$3,535.20	\$3,013.52	- \$3,666.10
12	\$44.39	\$54.02	\$3,196.08	- \$3,889.44	\$3,314.42	- \$4,033.46
13	\$48.84	\$59.41	\$3,516.48	- \$4,277.52	\$3,646.69	- \$4,435.91
14	\$53.71	\$65.36	\$3,867.12	- \$4,705.92	\$4,010.31	- \$4,880.17

In-Scope Pay Schedule - Effective October 1, 2023 (2.00% Economic Increase)						
Level	Hourly Salary Range		Bi-weekly Average 36 Hours/Week		Bi-weekly Average 37 1/3 Hours/Week	
	Minimum	Maximum				
1	\$19.07	\$23.22	\$1,373.04	- \$1,671.84	\$1,423.88	- \$1,733.74
2	\$20.23	\$24.62	\$1,456.56	- \$1,772.64	\$1,510.49	- \$1,838.28
3	\$21.44	\$26.09	\$1,543.68	- \$1,878.48	\$1,600.84	- \$1,948.04
4	\$22.74	\$27.66	\$1,637.28	- \$1,991.52	\$1,697.90	- \$2,065.26
5	\$24.55	\$29.87	\$1,767.60	- \$2,150.64	\$1,833.05	- \$2,230.27
6	\$26.52	\$32.25	\$1,909.44	- \$2,322.00	\$1,980.14	- \$2,407.98
7	\$28.65	\$34.85	\$2,062.80	- \$2,509.20	\$2,139.18	- \$2,602.11
8	\$30.93	\$37.62	\$2,226.96	- \$2,708.64	\$2,309.42	- \$2,808.93
9	\$34.02	\$41.39	\$2,449.44	- \$2,980.08	\$2,540.14	- \$3,090.43
10	\$37.42	\$45.53	\$2,694.24	- \$3,278.16	\$2,794.00	- \$3,399.54
11	\$41.17	\$50.08	\$2,964.24	- \$3,605.76	\$3,074.00	- \$3,739.27
12	\$45.28	\$55.10	\$3,260.16	- \$3,967.20	\$3,380.88	- \$4,114.10
13	\$49.82	\$60.60	\$3,587.04	- \$4,363.20	\$3,719.86	- \$4,524.76
14	\$54.78	\$66.67	\$3,944.16	- \$4,800.24	\$4,090.20	- \$4,977.98

In-Scope Pay Schedule - Effective October 1, 2024 (2.00% Economic Increase)						
Level	Hourly Salary Range		Bi-weekly Average 36 Hours/Week		Bi-weekly Average 37 1/3 Hours/Week	
	Minimum	Maximum				
1	\$19.45	\$23.68	\$1,400.40	- \$1,704.96	\$1,452.25	- \$1,768.09
2	\$20.63	\$25.11	\$1,485.36	- \$1,807.92	\$1,540.36	- \$1,874.86
3	\$21.87	\$26.61	\$1,574.64	- \$1,915.92	\$1,632.95	- \$1,986.86
4	\$23.19	\$28.21	\$1,669.68	- \$2,031.12	\$1,731.50	- \$2,106.33
5	\$25.04	\$30.47	\$1,802.88	- \$2,193.84	\$1,869.64	- \$2,275.07
6	\$27.05	\$32.90	\$1,947.60	- \$2,368.80	\$2,019.72	- \$2,456.51
7	\$29.22	\$35.55	\$2,103.84	- \$2,559.60	\$2,181.74	- \$2,654.38
8	\$31.55	\$38.37	\$2,271.60	- \$2,762.64	\$2,355.71	- \$2,864.93
9	\$34.70	\$42.22	\$2,498.40	- \$3,039.84	\$2,590.91	- \$3,152.40
10	\$38.17	\$46.44	\$2,748.24	- \$3,343.68	\$2,850.00	- \$3,467.49
11	\$41.99	\$51.08	\$3,023.28	- \$3,677.76	\$3,135.23	- \$3,813.94
12	\$46.19	\$56.20	\$3,325.68	- \$4,046.40	\$3,448.82	- \$4,196.23
13	\$50.82	\$61.81	\$3,659.04	- \$4,450.32	\$3,794.53	- \$4,615.11
14	\$55.88	\$68.00	\$4,023.36	- \$4,896.00	\$4,172.34	- \$5,077.29

APPENDIX C - RECONSIDERATION AND APPEAL HEARING PROCESS

Reconsideration and Appeal Hearing Process

These procedures are for the purpose of ensuring the integrity of the classification plan, the integrity of the information presented and to ensure clarity in roles, authorities and responsibilities of persons attending appeal hearings.

RECONSIDERATION

Purpose:

The purpose of reconsideration is to provide a permanent employee with an opportunity prior to formal appeal to provide additional information and examples to the classification analyst in the case where there is disagreement with the position evaluation results. The classification analyst may change the evaluation results based on the information provided.

Process:

Following notification of the evaluation results, the employee has thirty (30) calendar days to notify in writing, the Human Resources Benefits Consultant, of their request for reconsideration. The employee will provide written documentation describing in detail with examples why the rating should be different for the factor(s) in question. All information submitted to the classification analyst must be verified and signed as accurate by the employee and out of scope manager. All reconsideration submissions must reflect the job and not employee job performance, nor the rating of other jobs.

The classification analyst will provide the employee with a final reconsideration report based on the factors in question. Following receipt of this report the employee has fifteen (15) calendar days in which to notify Human Resources of their intent to file a formal appeal.

RIGHT TO APPEAL

Article 5.2 A) of the ISC/SGEU collective bargaining agreement states that a permanent employee may request a classification review when it is believed that their assigned duties have altered sufficiently to justify a review as to the appropriateness of their position classification.

Further, Article 5.5 states that a permanent employee may upon written notice of the classification decisions, appeal one (1) or more job evaluation factors.

PURPOSE OF THE APPEAL HEARING

To examine, substantiate, authenticate and adjudicate evidence as to whether appeal factor rating are appropriate, relative to the full intent of the factor (level) degree definitions allocated to the job assignment.

ADJUDICATOR

Classification appeals will be heard by a single adjudicator as agreed to by the parties. The decision of the adjudicator will be final and binding.

AUTHORITY OF THE ADJUDICATOR

- A) To hear appeals from employees on classification decisions.
- B) To confirm the factor rating or reallocate the rating higher or lower.
- C) Consider only the duties and responsibilities of the position as of the effective date of the request and shall not take into consideration subsequent changes that have taken place.
- D) Only the appealed factors are subject to review.
- E) In the event of an appeal, the classification analyst will provide the adjudicator with written rationale as to the basis of the decision regarding the appealed factors. If additional evidence is provided at a hearing, the adjudicator is charged with the responsibility to ensure such material is valid and, if necessary, substantiated and that it meets the requirements in the Notes to Raters and intent of the factor degree.
- F) Where an appeal has been made with respect to the original classification decision the classification analyst officer will present evidence to the committee related to that decision.
- G) To question evidence presented to determine if it meets the requirements in the Notes to Raters and the intent of the degree definition within the factor.
- H) To ensure, where necessary that evidence presented is verified as legitimate duties and responsibilities of the job assignment. The adjudicator has the authority to obtain information through questioning and written documentation, and substantiation of any statements.
- I) To examine evidence in the context of comparative descriptions by ensuring the full comparative descriptions content on the appealed factor is examined in relation to the appealed duties and responsibilities and the intent of the factors.

- J) A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.

ROLE OF THE CLASSIFICATION ANALYST

1. Where an appeal has been made with respect to the original classification decision of the classification analyst, the classification analyst will present his/her findings at the appeal hearing.
2. Prior to the appeal hearing, the classification analyst will provide Human Resources with written documentation, inclusive of ratings, in sufficient time to be forwarded to the adjudicator.
3. At the appeal hearing, the classification analyst will provide the adjudicator and appellant(s) with written rationale as to the basis of his/her decision regarding the appealed factors, inclusive of ratings. If additional evidence is provided at a hearing, the adjudicator is charged with the responsibility to ensure such material is valid and, if necessary, substantiated and that it meets the requirements in the Notes to Raters and full intent of the factor degree.

ROLE OF THE APPELLANT

1. To complete the Employee Classification Rating Appeal form and forward it to the Human Resources.
2. To contact his/her own witness(es) to invite them to the hearing. The appellant is also to ensure his/her witnesses are advised of their function as listed in "Witness' Function".
3. To advise Human Resources who will be attending the hearing as witness(es).
4. To bring copies to the hearing of any written evidence not submitted to Human Resources earlier.
5. To have new information not provided in the job description signed and authorized as legitimate duties or authority levels by his/her out-of-scope manager. At the appellant's discretion, he/she can provide the information in writing to Human Resources in sufficient time to be forwarded to the adjudicator prior to the hearing. This will allow the adjudicator an opportunity to review the material and formulate any questions they may have with respect to the information.
6. To provide rationale as to why his/her job should be rated higher on a factor by presenting examples of job content that relate to the factor being appealed. NOTE: The appellant may ask someone else (i.e., Union representative, fellow employee, manager, or advocate from the bargaining unit) to support or assist in presenting his/her case at the hearing.

OBSERVERS

1. An individual may request permission to observe an appeal hearing from the appellant and can only attend if the appellant agrees. A maximum of two (2) observers can attend an appeal hearing. Observers cannot participate in any way in any discussion.
2. The adjudicator will request that observer's leave the appeal if, in any way, their behaviour is inappropriate.

WITNESS' FUNCTION

1. Appellants or the adjudicator may call witnesses, including the appellant's manager. At least one (1) of the witnesses will be the employee's out-of-scope manager.
2. Witnesses may only answer questions for clarification of job content, or authority. They are not to present a case, nor express their opinion of the rating. Responses are to be individual, without interruption and addressed to the adjudicator.
3. The questions must pertain to facts about which the witnesses have first-hand knowledge. If questions are asked which the witness(es) cannot answer from their own knowledge, they should decline to answer on that basis.

PROCEDURES IN THE APPEAL HEARING

ROLE OF THE ADJUDICATOR

- Outline the procedures of the appeal hearing and the authority and role of the adjudicator.
- Ensure everyone is introduced (name, representation).
- Outline that the basis of the evaluation will be the statement of duties, examples of work and the authority level assigned to the job.
- Ensure that the question period does not become a discussion. This is to be question and response, both without interruption.
- Ensure the hearing is run in an expeditious manner and has the authority to move the discussion along in the event that information is repetitious, or not relevant to the factor under appeal. The adjudicator must focus the presentation on information relevant to the factor under appeal and may limit the length of discussion on the factor.

Rules of Evidence

- All written evidence to be presented must be made available at the hearing to all parties.
- The basis for the evaluation of the position is the job assignment, as evidenced by:

- A) Statements of duties and responsibilities
 - B) Examples of work in the job description
 - C) New or additional information presented at a hearing in the form of job content or authority, or examples of work performed. The classification analyst and/or the adjudicator may request verification by requesting such evidence be signed and authorized as legitimate duties or authority levels, by the job's out-of-scope manager.
- In the event that new information is presented at a hearing that has not been confirmed by the manager, it may be considered in rendering the decision. However, no decision will be released if confirmation is required until it is received in writing by the classification analyst and adjudicator.
 - Words copied from a factor definition must be substantiated with examples and are not accepted outright. Similarly, if examples are copied from Comparative Descriptions (CDs) where the job is very different, the out-of-scope manager may be requested to verify that such duties are, in fact, performed.
 - In the event of a disagreement over job content at an appeal hearing between the manager and employee that affects the rating of a specific factor, the adjudicator will render a decision on the other (if any) factors. It is not the role of the adjudicator to adjudicate disputes of job content. Such disputes are to be mediated by the Human Resources Division and/or the Union. Once the dispute is resolved, the adjudicator reconvenes the hearing and finalizes the appeal.

Presentation Order

- The appellant or advocate presents rationale for one (1) appealed factor without interruption. No questions will be asked at this point by any party.
- The classification analyst then presents the written rationale for the rating of the appealed factor, without interruption.
- The Adjudicator will provide for a question period at the end of both parties' presentation. The purpose of the questioning is to clarify how evidence presented related to the factor definitions. Responses are to be directed to the adjudicator.
- At the conclusion of the presentation on each appealed factor, the adjudicator will ask if either party wishes to question the witness(es). Witnesses may be questioned regarding job content, or authority. It is the role of the Adjudicator to ensure that witnesses speak only when questioned and that they do not speak to matters other than job content, or authority.
- An opportunity for a short summary rebuttal will be provided to both parties. The classification analyst will summarize first, then the appellant. For group appeals, prior to the rebuttal, a five (5) to ten (10) minute break will occur to allow input to the rebuttal.

Deliberations

- If the adjudicator requires additional information, the classification analyst will be requested to obtain it.
- The adjudicator will render a final and binding decision within thirty (30) calendar days from the date of appeal hearing. The adjudicator shall advise Human Resources of the decision. Human Resources will in turn release the decision to the respective manager, employee and SGEU.
- In comparing duties and responsibilities to CDs, the adjudicator will consider the full content of the CD description for that factor. Comparison to jobs other than the CDs in the classification plan is not to be considered.
- Moral or monetary issues are not to be considered.
- If the rating is changed, the decision requires the adjudicator to provide written factor rational in the form of examples, which show how the work is consistent with the full content meaning and intent of the level definitions within the factors, factor definitions and Notes to Raters. (The written submission by the classification analyst is the rationale for unchanged decisions.)
- Decisions are also final and binding on subsequent incumbents in the same job where there has been no change of duties of responsibilities.

REMUNERATION OF THE ARBITRATOR

Remuneration and cost associated with an arbitrator shall be equally shared by Parties.

LETTER OF UNDERSTANDING #1 CASUAL EMPLOYEES

The parties agree casual employees may be utilized for supplementing existing staffing levels such as:

- Cases of unexpected leave anticipated to be of short-term duration and in situations where staffing options may be limited;
- Areas that are primarily front-line customer facing to enable adequate DDO and leave coverage; and
- Providing additional capacity to a Business Unit to cover periods of high transaction or service/support volumes. Such periods may be known times of high demand, may be unexpected and driven by external factors, or may result from an initiative or change undertaken by the Employer.

Any exceptions to the above shall be agreed to by the parties.

Administrative Process

1. Employer shall post and establish a casual pool of employees as necessary to meet the above demands.
2. Casual employees will not replace employees who are on layoff, definite leave or any leave of six (6) months or more. If the employer is aware the vacancy will be longer than six (6) months the position shall be posted as a term position.
3. A casual employee shall not exceed seven hundred and fifty-two (752) hours in a calendar year.
4. The employer shall seek agreement from the Union, should the employer require the casual employee to work more than seven hundred and fifty-two (752) hours. Any casual employee working more than seven hundred and fifty-two (752) hours in a calendar year shall become a member of the bargaining unit.
5. The Employer will notify the Union when it adds someone to the Casual Pool.
6. The Employer will provide a quarterly list of active Casual Pool participants including individual hours worked.
7. A casual employee who has not worked for twelve (12) calendar months shall be deemed to have resigned from their casual position.
8. Employees who are going on leave, are laid off, retiring or resigning may express their interest in being considered for casual work

Persons hired under this Letter of Understanding from outside the Union, shall not be required to take out and maintain membership in the union. They shall have no preference in hiring.

The employer shall remit a sum equivalent to basic union dues, on all monies earned by individuals hired outside of the union and shall redirect

the money to the dental plan enhancement fund as per Article 28.1.4 of the Collective Bargaining Agreement.

This Letter of Understanding will be renewed effective the date of ratification and remains in effect over the term of the agreement. This letter of understanding expires at the end of the term of this agreement.

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

Signed on behalf of:
Information Services Corporation

Signature on File
Steven LaVallee
Chair

Signature on File
Catherine McLean
Vice-President, People & Culture

Signature on File
Jeff Kerr
Vice-Chair

Signature on File
Sharon Medak
Director, Registry Operations

Signature on File
Jarot Wilson

Signature on File
Sarah Wyatt
Manager, Human Resources

Signature on File
Melanie Richards

Signature on File
Ida Pacholik
Manager, Compensation & Benefits

Signature on File
Cory Hendriks
Labour Relations Officer

Signature on File
Kelly Tasker
Senior HR Business Partner

Signature on File
Donnell Schoenhofen
Operations Manager

Signed on this 26th day of February, 2021

LETTER OF UNDERSTANDING #2 SUPERVISORY EMPLOYEES

The Parties agree for the term of this agreement all Supervisory Employees of ISC as defined by *The Saskatchewan Employment Act* will be a member of the bargaining unit as per Article 2 Scope. This Agreement shall apply to all Supervisory Employees of ISC.

This Letter of understanding is effective the date of ratification and remain in effect over the term of the agreement. This letter of understanding expires at the end of the term of this agreement.

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

Signed on behalf of:
Information Services Corporation

Signature on File
Steven LaVallee
Chair

Signature on File
Catherine McLean
Vice-President, People & Culture

Signature on File
Jeff Kerr
Vice-Chair

Signature on File
Sharon Medak
Director, Registry Operations

Signature on File
Jarot Wilson

Signature on File
Sarah Wyatt
Manager, Human Resources

Signature on File
Melanie Richards

Signature on File
Ida Pacholik
Manager, Compensation & Benefits

Signature on File
Cory Hendriks
Labour Relations Officer

Signature on File
Kelly Tasker
Senior HR Business Partner

Signature on File
Donnell Schoenhofen
Operations Manager

Signed on this 26th day of February, 2021

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and INFORMATION SERVICES CORPORATION 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 26th day of February, 2021.

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

Signed on behalf of:
Information Services Corporation

Signature on File
Steven LaVallee
Chair

Signature on File
Catherine McLean
Vice-President, People & Culture

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Kelly Tasker
Senior HR Business Partner

Signature on File
Donnell Schoenhofen
Operations Manager

SGEU LONG TERM DISABILITY PLAN FACT SHEET

Application Procedure:

- Application packages are available from any SGEU office and at www.sgeu.org.
- Completed application must be sent to the union head office at 1011 Devonshire Drive North, Regina, S4X 2X4, within one year of disability occurrence.
- Applicant is responsible for the payment of any expenses involved in having the initial disability claim form completed by a doctor.

LTD Dues Rebate:

- If you have accumulated/earned days in your sick bank when you retire or the month you turn 65 you may be entitled to a rebate on your SGEU LTD dues. Please contact the SGEU LTD Plan for further information.

Contact:

- SGEU Long Term Disability Plan, 1011 Devonshire Drive, Regina, Sask., S4X 2X4
- Telephone: (306) 775-7204 (Regina); 1-800-667-5221 ext. 204

SGEU PORTAPLAN LIFE INSURANCE

- Voluntary plan which offers low cost term life insurance, accidental death and dismemberment, and dependent life insurance to union members, spouses and dependent children.
- Members who participate in this Plan may continue their coverage if they change employers or retire, simply by paying their insurance premiums.
- Guarantee Issue Benefit during the period May 1 to July 31, each year, new members are eligible to apply for one unit of \$20,000 term life without a statement of health.
- Term Life Insurance – members and spouses under age 65 up to 25 units of \$20,000.
- Accidental Death and Dismemberment Insurance 25 units of \$20,000 providing it does not exceed the Term Life amount.
- Young Adult Security Insurance – 25 units of \$20,000 at any time up to age 25.

For further information on the Portaplan, contact:

Saskatchewan Government and General Employees' Union
Portaplan Administrator
1011 Devonshire Drive North
Regina, Saskatchewan S4X 2X4
Telephone: (306) 775-7204 (Regina)
1-800-667-5221 ext. 204

SGEU INFORMATION

SGEU ISC Negotiating Committee

Chairperson: Steve LaVallee
Vice-Chairperson: Jeff Kerr
Members: Jarot Wilson
Melanie Richards

To contact the Union

Union officials are located as follows:

Provincial Office 1011 Devonshire Drive North
Regina S4X 2X4
Telephone: (306) 522-8571 (Regina)
1-800-667-5221 (Toll Free)
FAX: (306) 352-1969
e-mail (general): general@sgeu.org SGEU website:
www.sgeu.org

Saskatoon Office 1114 - 22nd Street West
Saskatoon S7M 0S5
Telephone: (306) 652-1811
1-800-667-9791 (Toll Free)
FAX: (306) 664-7134

Prince Albert Office 33 Eleventh Street West
Prince Albert S6V 3A8
Telephone: (306) 764-5201
1-800-667-9355 (Toll Free)
FAX: (306) 763-4763

If a violation of this contract comes to your attention, or you encounter a workplace problem, please contact the Steward in your area for appropriate action. Stewards who need assistance should contact one of the above offices.

Please contact your Steward first.