

TOURISM SASKATCHEWAN

October 1, 2010 -
September 30, 2014



COLLECTIVE AGREEMENT

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Articles of a Collective Bargaining Agreement made in duplicate this

_____ Day of _____, 20

BETWEEN

the Tourism Authority, hereinafter referred to as the "Employer,"

of the first Part

AND

the Saskatchewan Government and General Employees' Union, hereinafter referred to as the "Union,"

of the second Part

PREAMBLE

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

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

ARTICLE 1 DEFINITIONS

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

- 1.1 **Classification** means a group of positions involving duties and responsibilities so alike that the same qualifications may be reasonably required for, and the same schedule of pay can be equitably applied to, all positions in the group.
- 1.2 **Continuous Service/Employment**
All Employees transferred to the Tourism Authority October 1, 1994, or subsequently transferred on April 1, 1996, will be credited with accumulated days of seniority acquired while employed by the Public Service of Saskatchewan, TISASK, STEC, or Economic Development.
- 1.3 **Demotion** is defined as the movement of an Employee from a position in one class to a position in another class with a lower maximum hourly wage.

- 1.4 **Employee or Employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 2.
- 1.5 **The Employer** means the Tourism Authority.
- 1.6 **Extended Hours** means the Employee or Employer may request, with mutual agreement, to accumulate up to an additional eight (8) hours in each two (2) or three (3) week period, depending on the Employee's hours of work designation. These hours are banked, or paid out at straight time **at the request of the employee within the fiscal year.**
- 1.7 **FAM Trips** refer to travel where an Employee participates in a product knowledge tour or when an Employee escorts a group on a product knowledge tour.
- 1.8 The **Fiscal Year** of the Tourism Authority ends each September 30.
- 1.9 **Flextime** means the opportunity to vary normal hours of Office Employees subject to Articles 9.2.1 and 9.2.3 subject to approval by his Manager.
- 1.10 **Full-time** means an Employee who works full-time hours on a regularly scheduled basis.
- 1.11 **Gender** - he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- 1.12 **Headquarters** means each distinct geographic location of Tourism Authority operations.
- 1.13 **Job Evaluation Plan means and includes the bands of jobs, the factor ratings, and the rules for the continuous administration of the amendments thereto.**
- 1.14 **Less-than-full-time** means an office Employee who works less than 1,872 hours per fiscal year, or a field Employee who works less than 1,941 hours per fiscal year, although either may work full-time hours during part of the year. "Office" and "field" are as defined in Article 9 including statutory holidays and earned days off.
- 1.15 **Manager** means the first level of management which is out-of-scope of this Agreement. In-scope managers do not have the authority to interpret this agreement on behalf of the Employer.
- 1.16 **The Parties** means the parties to this Agreement, *i.e.*, the Employer and the Union.
- 1.17 **Pay Plan** means the scale of wages as contained in Schedule "A" and the rules governing its application as contained in Article 10.

- 1.18 **Permanent Employee** means an Employee who has completed a probationary period from date of hire and accrues seniority.
- 1.19 **President** means the President and Chief Executive Officer of the Tourism Authority.
- 1.20 **Promotion** means the movement of an Employee from a position in one class to a position in another class with a higher maximum hourly wage.
- 1.21 **Term** means a position of a short nature, with a specific work assignment. The tenure of employment is limited to a defined period of time with a specific start and end date. Details must be outlined in the letter of offer. The parties may agree to extend the duration of the position as required.
- 1.22 **Transfer** means the movement of an Employee from one position to another in the same or different class with the same maximum hourly rate.
- 1.23 **Union** means the Saskatchewan Government and General Employees' Union (SGEU) representing the Employees of the Tourism Authority.
- 1.24 **Union/Management Committee (UMC)** means a group of designated Union and Management representatives that meet on a regular basis in a proactive manner to ensure harmonious working relationships.
- 1.25 **Unregulated Hours** means hours within a day, or series of days, which may or may not exceed normal office hours and are subject to Article 9.5.1.
- 1.26 A **Work Unit** is all of the Employees who work under a particular Manager.

ARTICLE 2 SCOPE

2.1 Scope

This Agreement shall be applied to all Employees of the Tourism Authority with the following exceptions:

- a) **Chief Financial Officer**
- b) Communications Specialist (for four (4) years from April 1, 2008)
- c) **Director of eBusiness and Technology**
- d) Director of Education and Training
- e) Director of Industry Development
- f) **Director of Marketing**
- g) **Executive Assistant (Marketing)**

- h) **Executive Office Administrative Assistant**
- i) **Manager of Communications**
- j) Manager of First Impressions and Research (while present incumbent occupies this position)
- k) Manager of Human Resources
- l) **Manager of Markets, Advertising, and Media**
- m) Manager of STEC Operations
- n) Members of the Board of Directors
- o) People who have been employed less than thirty (30) occasions in a fiscal year.
- p) President and Chief Executive Officer
- q) **Program Director of Quality Assurance**
- r) Those Employees occupying the position of Administrative Assistant and reporting directly to the President, the Board Chairperson, and the Director of Education and Training.
- s) Vice-President

Criteria for determining scope status shall be as set out in Sec. 2 of *The Trade Union Act*.

ARTICLE 3 UNION SECURITY

3.1 Recognition

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

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

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

3.2 Job Security

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

3.3 Contracting Out

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

3.4 No Discrimination

Without being limited to the specifics of the following, the Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any Employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political, family or religious affiliation, sex or marital status, sexual orientation, physical and mental disabilities, nor by reason of membership or activity in the Union.

3.5 Maintenance of Membership

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

3.6 Employer to Deduct and Remit Dues

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

The Employer shall remit the same to the Executive Director of Operations of the Union prior to the 20th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of Employees from whose wages the deductions have been made. Such list may be transferred

electronically from the Employer to the Union.

3.7 Monthly Statement

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

3.8 Change in Union Dues

Written notice of any change in the amount of monthly dues must be given to the Employer by the Union at least thirty (30) calendar days in advance of the date that the change is to be effective. The deduction shall be remitted in accordance with Article 3.5 during the month next following notice of the change.

3.9 Refusal to Cross Picket Lines

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

3.10 Mandatory Drug Testing

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

3.11 T-4 Slips

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

3.12 New Employees

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

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

3.13 Employees Temporarily Performing Out-of-Scope Jobs

An Employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement.

3.14 **Student Funding Programs**

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

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

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

3.16 **Union Access**

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

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

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

3.18 **Bulletin Boards**

The Employer shall make available to the Union a bulletin board in each work place so that the Employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the Employees.

3.19 **Whistle Blowers Protection**

No Employee or Union official may be disciplined for publicizing any alleged wrongdoings within the Tourism Authority, if a wrongdoing has been brought through the formal Union structure and provided the Employer has been informed of such instances and has been given a reasonable opportunity to remedy any problems.

3.20 **Replacement Workers**

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

3.21 **Indemnity**

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

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

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

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

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

3.22 **Union Space**

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

ARTICLE 4 APPOINTMENTS

4.1 **Job Postings**

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

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

A copy of each posting will be sent to:

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

4.2 **Information in Posting**

Each posting shall contain the following:

- a) working title
- b) classification of position
- c) brief description of duties
- d) knowledge, skills and abilities required
- e) salary range
- f) hours of work
- g) whether position is full-time, less-than-full-time, or term
- h) deadline for applications
- i) expected start date
- j) and any other pertinent information.

4.3 **Staffing of Term Positions**

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

Employees appointed to a term position shall be granted a definite leave from their position for the duration of the term including any extensions. The Employee may choose to revert to their former position (at the same step in previous salary range,

subject to any increments she would have earned had the appointment not taken place) during the term provided they have advised the Employer in writing. At the completion of the term the employee shall revert to their former position at the same step in the previous salary range, subject to any increments she would have earned had the appointment not taken place.

4.4 **Outside Advertising**

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

4.5 **Qualifying for Positions**

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

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

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

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

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

4.6 **Filling Vacant Positions**

Steps in filling a Vacant position are:

1. Appointment of senior qualified applicant (internal).
2. Appointment of external qualified applicant.

Then these may occur:

3. Appointment of most qualified internal applicant (underfill) as per Article 4.6.2.
4. Appointment of most qualified external applicant (underfill) as per Article 4.6.2.

4.6.1 **Appointment of Senior Qualified Applicant**

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

Should the Employer decide not to appoint the senior qualified applicant, the Employer's representative will so notify the applicant and the Union in writing with his reasons, and the applicant will be entitled to engage the expedited arbitration procedure (without having to engage the grievance procedure).

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

4.6.2 **Underfilling Positions**

Where it is determined through posting that there are no qualified applicants for a posting and the Employer decides to underfill a position, the Employer will select the most qualified applicant. The Employer shall notify the union, prior to the underfill posting, of the selection criteria for the underfill. The Employer shall notify the union of their selection and rationale.

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

Employees who are appointed to a position using the underfill criteria will be placed at the appropriate step applying the principles of Article 10.6 only using a four percent (4%) promotional increase. External applicants awarded a position using the underfill criteria will be placed at the first available step in the classification.

All successful underfill Employees will remain at this step for a period of two (2) years, after which the increment language of Article 10.5 will apply.

4.7 **Role of the Union**

The Employer shall notify the Union of the applicants in each posting, and of the seniority, if any, of each of them, and of the time, place and

date of the assessment of applications and interviews.

The Union shall be entitled to have a representative present:

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

The Union representative will attend without loss of pay providing she is an Employee of the Employer.

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

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

4.8 **Notice of Filling Vacancy**

The successful applicant shall be notified in writing, prior to commencing such duties, of the classification step assigned.

The Employer will post the name of the successful applicant, her classification, start date, and (subject to Article 10.13) salary step assigned. A copy shall be sent to the Union representative.

4.9 **Job Sharing**

4.9.1 **Definition**

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

4.9.2 **Initiation and Approval**

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

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

4.9.3 **Duration, Renewal, Termination**

An approved job sharing arrangement shall be for a maximum of one

(1) year.

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

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

4.9.4 **Staffing the Shared Position**

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

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

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

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

4.9.5 **Benefits**

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

4.9.6 **Reversion Rights**

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

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

4.10 Less-Than-Full-Time Review

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

4.11 Performance Development

We advocate a performance management philosophy in which managers and employees review goals and competencies together throughout the year. Managers and Employees will participate in an annual performance development review in which both complete the review document independently, and discuss the ratings and details for the purpose of aligning performance with the employee's individual job description. Both the manager's and employee's documents are included in their personnel file and subject to Article 19.

ARTICLE 5 SENIORITY

5.1 Definition of Seniority

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

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

5.2 Permanent Employees Have Seniority

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

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

5.3 Seniority List

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

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

5.4 **Maintenance and Accrual**

Seniority shall be maintained and accrued during:

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

Maintenance of Seniority

Seniority shall be maintained, but shall not accrue during:

- a) Periods of leaves of absence over ninety (90) days.
- b) Layoff over ninety (90) days.
- c) Appointments to an out of scope position.
- d) Wage replacement benefits for a period longer than three (3) years for Workers' Compensation benefits, SGI benefits and Long Term Disability benefits.
- e) Employees under Article 7.4 Re-employment list.

5.5 **Loss of Seniority**

Seniority shall be lost by reason of:

- a) Resignation in writing not withdrawn within seventy-two (72) hours.
- b) Termination
- c) Being unable to secure re-employment within three (3) years following conclusion of an indefinite leave.
- d) Failure to return to work without an acceptable reason following completion of a leave of absence.
- e) Failure to return to work without an acceptable reason within fourteen (14) days' notification by the Employer to return to work following a non-permanent lay-off.
- f) If a less-than-full-time Employee, a period of non-employment

of greater than three (3) years, unless the Employee is on an approved leave.

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

Employees within the scope of this Agreement who are appointed or who have been appointed to out-of-scope positions shall, if subsequently they are appointed to positions within the scope of this Agreement, be entitled to count the seniority with which they were credited before they were appointed to out-of-scope positions. Service in out-of-scope positions shall not be considered for seniority purposes.

ARTICLE 6 PROBATION

6.1 **On Initial Employment**

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

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

Pay Band 1
Pay Band 2

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

6.1.2 Employees shall serve the probationary period for their **pay band** by accumulating time to the extent required providing there are no more than two hundred (200) calendar days between working periods with the exception of staff working at the Visitor Reception Centres.

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

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

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

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

office.

6.2 **Assessment While on Probation**

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

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

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

6.3 **On Promotion**

6.3.1 A permanent Employee who has been promoted shall serve a probationary period as stipulated for the **position**. A permanent Employee who chooses to revert within the probationary period, or does not successfully complete the probationary period, **or at the completion of a term position**, shall revert to her former position, or by mutual agreement between the **Union** and the Employer, the Employee may revert to a similar position in the original work unit at the same step in the salary range, subject to any increments she would have earned had the promotion not taken place.

6.3.2 A permanent Employee displaced through Article 6.3.1 shall also have the right to revert to her former position at her former step in the salary range, subject to any increments she would have received had she remained in that position. If no former position is available, she shall have the right to utilize Article 7.

6.4 **On Re-employment**

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

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

6.5 On Demotion

A probationary period shall be served, except no probationary period shall be required of a permanent Employee who demotes involuntarily, or demotes into a classification in which she formerly held permanent status.

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

6.6 On Reclassification

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

6.7 On Transfer

An Employee who transfers during initial probation shall complete the balance of her probationary period in the new position.

A permanent Employee who voluntarily transfers to a position with significantly different duties and responsibilities may be required to serve the probationary period for that position. Should the Employee be unsuccessful in completing this probationary period, she shall revert to her previous position or, by mutual agreement, a position equivalent to the previous position or, if neither of the former is available, utilize Article 7.

6.8 Leave During Probation

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

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

probationary period

6.9 Completion of Probation

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

Subject to Article 6.1.3, when the Employer does not terminate or fail the Employee before the end of her probationary period, she will be deemed to have become a permanent Employee in that position and classification.

ARTICLE 7 JOB ABOLITION AND LAY-OFF

7.1 Notice of Position Abolishment

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

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

Written notice of at least sixty (60) days in advance of lay-off shall be given to any permanent Employee whose position is to be abolished. In no case will the notice given to any Employee be less than that provided for in Section 43 of *The Labour Standards Act*.

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

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

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

- a) To accept one of the options presented by the UMC Committee.
- b) To go on lay-off and thereafter be entitled to exercise re-employment rights, in accordance with Article 7.4.
- c) To retire.
- d) To resign and receive severance pay, in accordance with

- e) Article 7.8, or
Take indefinite leave of absence, in accordance with Article 17.9.

7.3 **Time to Adjust in New Position**

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

7.4 **Re-employment**

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

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

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

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

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

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

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

- a) Employees shall be given one (1) weeks' notice in writing (or pay in lieu) of lay-off when the period of lay-off will exceed six (6) regularly scheduled working days.
- b) Employees shall be recalled from lay-off to their regular class in order of their total seniority for their headquarters.
- c) Employees shall be responsible for keeping the Employer

notified of their current address and the Employer will not be liable to grievance action where it can be shown that failure to receive notice is the fault of the Employee in not notifying the Employer of a change in address.

- i) Employees on non-permanent lay-off shall receive a minimum of two (2) weeks written notice of recall from non-permanent lay-off, or
- ii) The Employer may give less than two (2) weeks' notice of recall due to the availability of work.

7.5.1

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

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

- a) Employees shall be given one (1) weeks' notice or pay in lieu of lay-off when the period of lay-off will exceed thirty (30) consecutive days.
- b) Employees shall be recalled from lay-off in their regular class in order of their total seniority for their headquarters.
- c) Employees shall be responsible for keeping the Employer notified of their current address and the Employer will not be liable to grievance action where it can show that failure to receive notice is the fault of the Employee in not notifying the Employer of a change in address.
 - i) Employees on such lay-off shall receive a minimum of two (2) weeks written notice of recall from non-permanent lay-off, or
 - ii) The Employer may give less than two (2) weeks' notice of recall due to the availability of work.

7.6

Employer Amalgamation

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

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

- e) merger.
Preference in location of employment arising from the merger is determined on the basis of seniority.

7.7

Relocation of Headquarters

Where the Employer finds it necessary to move an Employee to a different headquarters, the Employer will give the affected Employee(s) written notice at least sixty (60) days in advance.

7.8 **Severance Pay**

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

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

7.9 **Buy-out**

The Employer retains the right to offer an Employee a buy-out.

ARTICLE 8 TECHNOLOGICAL CHANGE

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

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

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

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

- a) The nature of the technological change.
- b) The date upon which the Employer proposes to effect the technological change.
- c) The number and type of Employees likely to be affected by the technological change.
- d) The effect that the technological change is likely to have on the terms and conditions or tenure of employment of the Employees affected, and
- e) Such other information as the Minister of Labour may by regulation require.

- 8.4 Where the Union alleges that the Employer has failed to comply with Article 8.2 and the allegation is made not later than thirty (30) days after the Union knew, or in the opinion of an arbitrator ought to have known, of the failure of the Employer to comply with Article 8.2, the arbitrator may, after affording an opportunity to the parties to be heard, by order:
- a) Direct the Employer not to proceed with the technological change for such period not exceeding ninety (90) days as the arbitrator considers appropriate.
 - b) Require the reinstatement of any Employee displaced by the Employer as a result of the technological change, and
 - c) Where an Employee is reinstated pursuant to clause (b), require the Employer to reimburse the Employee for any loss of pay and benefits suffered by the Employee as a result of the Employee's displacement.
- 8.5 Where the Union makes an allegation pursuant to Article 8.4, the arbitrator may, after consultation with the Employer and the Union, make such interim orders under Article 8.4 as the arbitrator considers appropriate.
- 8.6 An award of the arbitrator made under clause (a) of Article 8.4 is deemed to be a notice of technological change given pursuant to Article 8.2.
- 8.7 Where the Union receives notice of a technological change given, or deemed to have been given, by the Employer pursuant to Article 8.2, the Union may, within thirty (30) days from the date on which the Union received the notice, serve notice on the Employer in writing to commence collective bargaining for the purpose of revising the existing provisions of this Collective Agreement that relate to terms and conditions or tenure of employment, or for including new provisions in the Agreement relating to such matters, to assist the Employees affected by the technological change to adjust to the effect thereof.
- 8.8 The arbitrator may, upon application by the Employer, make an order relieving the Employer from complying with the requirement of the notice served under Article 8.7 or denying the Union the right under Article 8.7 to serve on the Employer a notice to commence collective bargaining where the arbitrator is satisfied that the Employer has given to the Union a notice in writing in accordance with Article 8.2,
- a) Prior to the day on which the Employer and the Union entered into this Collective Bargaining Agreement, or
 - b) Not later than the first date on which either party could give notice in writing to negotiate a revision of the Agreement under subsection 33(4) of *The Trade Union Act*.
- 8.9 Where the Union has served notice to commence collective bargaining

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

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

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

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

ARTICLE 9 HOURS OF WORK AND OVERTIME

9.1 Hours of Work Designation

Each position will be assigned an hours of work designation in accordance with Schedule "A".

9.2 Office Employees

9.2.1 Normal Hours

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

9.2.2 Days of Rest

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

9.2.3 **Flextime Arrangements**

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

9.3 **Visitor Services Centre Travel Counsellors**

9.3.1 **Normal Hours**

The shift schedule will provide for a maximum of seventy-two (72) hours to be worked in each two (2) week period. Shifts will normally be for no more than eight (8) hours.

9.3.2 **Days of Rest**

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

9.3.3 **Shift Schedule**

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

9.3.4 When additional hours are required in the Visitor Services Centre, they will be offered to existing Visitor Services Centre Employees in that centre based on seniority, provided they possess the minimum qualifications, prior to calling in additional Employees.

9.3.5 **Hours of Operation**

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

9.4 **Visitor Reception Centre Counsellors**

9.4.1 **Normal Hours**

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

Supervisors.

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

9.4.2 **Days of Rest**

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

9.4.3 **Shift Schedule**

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

9.4.4 **Hours of Operation**

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

9.5 **Field Employees**

9.5.1 **Normal Hours**

The normal hours of work for field Employees will be unregulated within any working day or series of working days. Field Employees will work two (2) month averaging periods. Managers may request detailed work plans, for approval, in advance of hours worked and a monthly review of hours worked may be required at the request of the Manager. **Employees may request, in writing, option a) or b) commencing once a year on October 1st, provided at least 30 days' notice has been given to the Employer. The Employer will respond in writing by October 1st.**

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

each two (2) week period, and less eight (8) hours for each designated holiday during the months. Normal hours shall be as set out in Appendix "A". The hours worked shall be approximately 1872 per year, which includes all leaves with pay.

9.5.2 **Days of Rest**

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

9.6 **Pay Calculation**

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

- a) In no event shall the number of hours included as actual hours worked exceed a maximum of eight (8) hours per day.
- b) In the event an Employee has actually worked a part day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of eight (8) hours per day.
- c) The foregoing shall have no application if the Employee was not scheduled to work on any such day.
- d) Leave without pay shall not be included as hours actually worked.

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

9.7 **Overtime and Extended Hours**

9.7.1 **Extended Hours**

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

- a) The Employee requests to work extended hours, for the purpose of banking hours for personal reasons.
- b) The Employee agrees to work Extended hours in exchange for alternate time off.

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

Extended hours worked must be taken before September 30 of the fiscal year in which they were accumulated and used before vacation credits are used.

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

Overtime shall consist of all authorized hours worked in a two (2) week period in excess of seventy-two (72) hours (less designated holidays and mutually agreed upon extended hours) and shall be paid at the

rate of time and one-half (1/2) for the first four (4) hours and at double time thereafter.

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

9.7.3 **Visitor Reception Centre Counsellors**

Overtime shall consist of all authorized hours worked in excess of ten (10) hours in a day, or forty (40) hours in a week, and shall be paid at the rate of time and one-half (1/2) for the first four (4) hours and at double time thereafter.

Employees will be paid overtime at double time for all hours worked on their first or second day of rest, with a minimum two (2) hour guarantee at overtime rates.

9.7.4 **Field Employees**

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

9.7.5 **All Employees**

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

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

Overtime for hours worked on a designated holiday will be paid in

accordance with Article 13.3.

9.8 Rest Periods

The intent of a rest period is to provide the Employee with a break for every four (4) hours worked. All Employees will have a fifteen (15) minute rest period for every four (4) hours worked, one (1) in the morning or the first half of the shift and the second in the afternoon or the second half of the shift. Rest periods shall be scheduled to meet the needs of the organization. Rest periods cannot be taken at the beginning or end of the Employee's shift unless approved by his Manager. Rest periods cannot be accumulated to take as a larger block of time.

9.9 Callback

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

9.10 Call-in

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

9.11 Shift Differential

In addition to regular rates of pay, a shift differential shall be paid to all Visitor Services Centre Travel Counsellors **and Visitor Reception Centre Supervisors and Travel Counsellors** in the amount of **\$1.50** per hour or a minimum of **\$4.50** per day for all hours worked between the hours of 7:00 p.m. and 7:00 a.m. Employees who opt for flextime arrangements will not receive shift differential.

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

9.12 Standby

Standby duty shall mean a period during which an Employee is not on regular duty but during which he agrees to be on call and immediately available to return to work. In no case shall such assignment be less than one (1) hour. For each hour that an Employee is assigned to be on standby, he shall be paid \$2.00.

9.13 Travel Time

Travel time from an Employee's headquarters to a work site shall be

considered as time worked unless otherwise mutually agreed to by the parties.

9.14 **FAM Trips**

All hours worked on required **familiarization (FAM)** trips are considered as time worked. Hours spent on optional FAM trips will be limited to a maximum of eight (8) hours per day as time worked with

the exception of Visitor Reception Centre Counsellors who were previously scheduled for a ten (10) hour day.

9.15 **Functions Outside Normal Hours**

All hours at required functions outside of normal hours of work are considered time worked. Hours spent on optional functions outside of normal hours are not considered time worked.

ARTICLE 10 PAY ADMINISTRATION

10.1 **Rates of Pay**

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

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

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

10.3 **Pay Periods**

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

Employees shall receive a statement showing gross amount earned, itemized deductions there from and the net amount payable.

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

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

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

10.4 **Pay**

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

10.4.2 Hours worked by full-time Employees shall include approved leave with pay, e.g., designated holidays, sick leave, vacation leave, etc.

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

10.4.4 Employees who conduct certification evaluations shall receive **the current industry standard rate, as specified in the Evaluator Agreement**, per certification and the evaluation is not to be conducted during normal working hours as outlined in the Collective Agreement.

10.5 **Increments**

10.5.1 Full-time Employees shall receive increments effective each anniversary date of their appointment.

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

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

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

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

10.5.2 An Employee will be entitled to the increment in her pay range on her

increment date, provided that she has been authorized and has reported to work a minimum of two hundred (200) working days since her last increment.

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

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

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

10.6 **Pay on Promotion or Reclassification**

10.6.1 On promotion or upward reclassification, an Employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than eight percent (8%) above his current salary and not more than the maximum of the new range. If the addition of eight percent (8%) produces a rate between two (2) steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two (2) rates.

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

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

10.7 **Pay on Demotion or Reclassified Downward**

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

Involuntary:

- a) If the rate of pay received in the previous position was more than the maximum rate of the new position, the Employee's rate shall be red-circled, *i.e.*, remain unchanged until the maximum of the new position exceeds such rate, at which time the Employee shall receive the maximum of the new position.
- b) If the rate of pay received in the previous position falls within the range of pay of the new position, the new rate will be the former rate received or if no such rate exists, the next higher rate.

Voluntary:

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

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

10.8 **Pay on Transfer**

When an Employee is transferred, she shall retain her rate of pay and shall move to the same step of the new pay range as held in previous range.

10.9 **Pay on Re-Employment**

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

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

10.10 **Pay Rate on Recall**

When an Employee is re-employed after lay-off she shall be paid at that step in the range which gives her an hourly rate closest to the rate she was paid at the time of lay-off.

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

10.11 **Pay on Employer-Initiated Transfer**

Where, as a result of an Employer-initiated transfer, a permanent Employee is employed in the same position, the rate of pay shall be at the same step in the range as at time of lay-off, or previous to the transfer, including any-time which may have been earned towards an increment.

10.12 **Temporary Performance of Higher Duties**

Temporary performance of higher duties is the voluntary assignment of

an Employee to perform the duties of a position with a higher maximum hourly rate of pay.

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

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

10.13 **Hiring Salary Placement**

10.13.1 Hiring Salary Placement rates of pay shall normally be at the minimum of the salary ranges when the selected applicant possesses education and/or experience which meets the minimum requirements for the classification.

10.13.2 Where the selected applicant possesses education and/or experience which exceeds the minimum requirements for the classification, the Employer may approve a hiring salary placement adjustment up-in-the-range.

10.13.3 For up-in-the-range appointments, the Employer will post the salary step, and an outline of the education and experience of the person appointed. Any Employee in the same class who is being paid at a rate lower in the range and who believes she possesses education and experience equivalent to the person appointed above the minimum, may, with thirty (30) calendar days of such publication, request that the Employer review her education, experience and salary.

10.13.4 If, as a result of the review, a salary adjustment is warranted, the Employer shall so authorize effective the date of the original appointment of the up-in-the-range hiree.

10.14 **Market Supplement**

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

- a) They will be reviewed annually by January 15th of each year.
- b) When the supplemented salary range is introduced or increased, current Employees **working in the same position**

affected will receive an increase in their salary rate equivalent to the percentage increase in the supplemented salary range maximum.

- c) When the supplemented salary range is reduced or terminated, the Employees affected shall be treated in accordance with the downward reclassification provisions.
- d) Supplemented salary rates and ranges shall be treated as regular salary for all salary administration and payroll purposes.
- e) Supplemented salary rates may be in some instances applied by location.

ARTICLE 11 REIMBURSEMENTS

11.1 Meals

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

No claim for a meal allowance may be made for:

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

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

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

11.2 Mileage

The Employer will reimburse Employees for all authorized travel. Employees who are required to use a vehicle for company business at the Employer's request and agree to use a privately owned vehicle for such business shall be paid an allowance of 37 cents per kilometer. An Employee's request to use a private vehicle must be approved by a Manager and is reimbursed at the CVA rate plus five (5) cents, of a mid-size car.

11.3 Hotel Accommodation

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

An amount of \$25.00 per night (no receipt necessary) will be paid for accommodation in private residences. Amounts in excess of \$25.00 per night will be accepted only when accompanied by a receipt and a signed statement from the Employee that no other accommodation was available.

11.4 Incidental Expenses

11.4.1 Travel – North America

When travel away from headquarters is authorized, actual and reasonable charges will be paid for such items as taxis, off-street parking and storage of vehicles, telephone, fax, internet access, laundry, dry cleaning, valet services and gratuities. No receipt is required for incidental expenses of \$5.00 or less.

11.4.2 Travel – International

For travel outside Canada and the U.S.A., incidental expenses may be claimed up to a maximum of twenty-five percent (25%) of the actual meal expenses if three meals are claimed, or up to thirty-three percent (33%) if two meals are claimed. No receipts are required.

11.5 Air Travel – International

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

11.6 Employer Issued Credit Cards

The Employer may issue a credit card to employees who travel for the Employer. Credit cards will be issued in accordance with the Credit Card Policy. If an Employee wishes to participate in a Loyalty program, the Employee will pay for all costs associated with the program. Receipt of an Employer credit card is voluntary.

11.7 Travel Documents

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

11.8 Out-of-Province Medical Insurance

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

11.9 Payment of Membership Fees

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

11.10 **Relocation Allowances**

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

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

Additional information is available within the relocation policy.

11.11 **Personal Use of Loyalty Points Programs**

In recognition of the personal and family costs involved as a result of the significant business-related travel by staff, Employees will be permitted to **accumulate personal loyalty points on travel incurred on behalf of the Employer.**

ARTICLE 12 VACATION LEAVE

12.1 **Vacation Entitlement**

- 1) All Employees shall be entitled to receive vacation leave with pay within the fiscal year in which it will be earned. The fiscal year ends each September 30.
- 2) Employees shall be entitled to take fifteen (15) days' vacation leave with pay during the first complete fiscal year following the date of employment and thereafter up to, but not including, the fiscal year in which they complete eight (8) years of service. Such leave shall be earned at the rate of one and one-quarter (1 1/4) days for each completed calendar month of service.
- 3) Employees shall be entitled to take twenty (20) days' vacation leave with pay during the fiscal year in which they complete eight (8) or more years of service up to, but not including, the fiscal year in which they complete fifteen (15) years of service. Such leave shall be earned at the rate of one and two-thirds (1 2/3) days for each completed calendar month of service.
- 4) Employees shall be entitled to take twenty-five (25) days' vacation leave with pay during the fiscal year in which they complete fifteen (15) or more years of service up to, but not including, the fiscal year in which they complete twenty-two (22) years of service. Such leave shall be earned at the rate of two and one-twelfth (2 1/12) days for each completed calendar month of service.
- 5) Employees shall be entitled to take thirty (30) days' vacation

leave with pay, provided they complete twenty-two (22) or more years of service in that fiscal year. Such leave shall be earned at the rate of two and one-half (2 1/2) days for each completed calendar month of service.

12.2 Vacation Entitlement in the First Fiscal Year of Employment

The month in which the Employee commences employment shall be considered a complete month of service when the Employee begins work on the first working day of the month. These Employees shall be entitled to take, from that day to the following September 30, vacation leave with pay of one and one-quarter (1 1/4) days for each completed calendar month of service. Where an Employee begins employment on a day other than the first working day of the month such vacation earnings will be prorated for that month.

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

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

Vacation allowances shall be paid at the following rates:

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

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

An Employee may elect to bank her vacation allowance which will be paid out when she takes vacation.

12.4 Vacation Leave Must be Authorized

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

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

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

No Employee shall be required to work during scheduled vacation.

However, should an Employee agree to work, the vacation period so displaced shall, at the Employee's option, either be added to the vacation period or reinstated for use at a later date mutually agreed upon.

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

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

12.5 **Vacation Carry-over**

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

12.6 **Designated Holiday During Vacation Leave**

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

12.7 **Sickness During Vacation**

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

12.8 **Vacation Leave on Retirement**

In addition to any vacation earned up to September 30 of the preceding fiscal year, an Employee leaving the Tourism Authority on **retirement** shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement. **When possible, an Employee will provide three (3) months' notice of retirement.**

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

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

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

12.10 **Vacation Pay on Overtime Earnings**

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

12.11 **Vacation Pay on Separation**

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

12.12 **Canceling of Approved Vacation Leave**

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

12.13 **Vacation Leave Records**

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

12.14 **Vacation Entitlement on Re-Employment**

Where a former Employee of the Tourism Authority becomes re-employed after a break in service of less than **three (3)** years, their vacation credits earned prior to the break in service will be reinstated upon re-employment. Such service credits shall be based only on Tourism Authority service. Re-instatement of vacation entitlement is only available to those who have had a break in service due to lay-off and not resignation or dismissal.

ARTICLE 13 DESIGNATED HOLIDAYS

13.1 **Designated Days**

Leave of absence with pay shall be allowed for; New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and one other day per year as mutually agreed to by the parties. For the term of this Agreement, that additional day will be: **December 29, 2010, December 28, 2011, December 27, 2012 and December 27, 2013.**

13.2 **Falling on a Weekend**

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

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

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

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

13.3 **Working on a Designated Holiday**

An Employee who is required to work a full day on a designated holiday shall be entitled to leave of absence with pay of one and one-half (1 1/2) days in lieu of the said holiday, provided that if such leave of absence with pay cannot be granted within three (3) months she shall be paid, in addition to her regular pay, at the rate of one and one-half (1 1/2) times her regular pay for the holiday worked. By mutual agreement the three (3) month period for granting leave with pay may be extended.

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

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

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

ARTICLE 14 JOB EVALUATION PLAN

14.1 **Job Evaluation Plan**

The Parties agree to recognize the Job Evaluation Plan (JEP) negotiated in 2010. This JEP replaces the previous PSC Classification Plan. The current positions are attached as

Appendix B. Any changes to the JEP shall be negotiated between the parties.

14.2 Job Profile

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

14.3 Manual of Job Profiles

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

14.4 New Positions

Whenever a new **position** is created, the parties will bargain collectively for its exclusion or inclusion in this Agreement, and if included, for its hours of work designation, probationary period and rate of pay. Where possible, the parties will reach agreement prior to the position being posted.

14.5 Arbitration of Disputes

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

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

14.6 JEP Implementation Green Circled Employees

The following Employees shall be green circled until such time that the Employee terminates, retires, is appointed to a new position or their current Job Profile is reconsidered and results in their position moved to a Pay Band equivalent or exceeding their current rate of pay. Green circled within this article means that these Employees shall receive the negotiated increase.

**Kelly Brezinski
Lois Kurp
Belva Schlosser
Lendee Wiebe**

ARTICLE 15 **JOB PROFILE RECONSIDERATION**

15.1 **Reconsideration of Job Profile**

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

- a) The Employee, Union or Employer shall make a request for **reconsideration of the Job Profile** in writing to the **Human Resources Office** using the format available from **the JEP and** approved by her immediate **Manager**.
- b) Within thirty (30) days of receiving the request for **reconsideration**, the **Human Resources Office** will provide written acknowledgement of receipt of the request to the Employee and the Union.
- c) Within one hundred twenty (120) days of receiving the request for **reconsideration**, the **Human Resources Office** will notify the Employee and the Union of the decision. Such notification shall include a rationale for the decision. If the **Human Resources Office** does not notify the Employee and the Union within this one hundred twenty (120) days, the Employee will be awarded the **reconsideration**.

15.2 **Job Profile Change in Pay Band**

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

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

15.3 **Time Period to Qualify**

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

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

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

15.4 **Disputes**

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

- a) The Employee shall file an appeal in writing to the **Human Resource Office** using the form available from **the JEP**.
- b) Within three (3) days of receiving the appeal, the **Human Resource Office** shall forward the appeal to the Chair of the Council.
- c) Within fifteen (15) days of receiving the appeal, the Chair of the Council shall notify the Employee, the **Human Resource office** and the Union, of the date, time and place at which their appeal will be adjudicated.

15.5 **Job Appeal Council**

15.5.1 **Authority of the Council**

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

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

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

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

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

15.5.2 **Structure of the Council**

The Council shall be composed of:

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

The Chair shall be selected by the parties.

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

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

15.5.3 **Leave for Proceedings**

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

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

15.5.4 **Meetings of the Council**

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

15.5.5 **Procedures of the Council**

- 1) The Council Chair shall notify the Employee, the **Human Resources Office** and the Union of the date, time and place of the Council meeting at which the Employee's appeal will be adjudicated.
- 2) The Employee and the Employer representative shall appear at Council meetings concurrently. Either may address written and/or verbal statements to the Council; either may call witnesses, and each shall respond to examination by Council. Either may, through the Council Chair, direct questions or make comments with respect to the information presented.

- Employees may appear alone or supported by a Union representative.
- 3) The Council may request the presence of witnesses who shall provide information as requested.
 - 4) In the event that an Employee who has filed an appeal cannot be present at the meeting of the Council which will hear the appeal, timelines may, by mutual agreement, be extended in order to accommodate the Employee's presence.
 - 5) In conducting deliberations, the Council shall consider the **Job Profile** specifications and **JEP** criteria applicable at the time of the Employee's request for review together with evidence presented during the course of the hearings. Council shall consider only the duties and responsibilities of the position at the date of the request for review and shall not consider any changes that may have taken place following the request for review.
 - 6) Council decisions shall be by consensus wherever possible and majority shall rule in the final decision.
 - 7) Decisions of the Council shall be issued in writing concurrently to the Employee, the **Human Resources office** and the Union.

15.5.6 **Records of the Council**

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

15.5.7 **Costs**

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

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

ARTICLE 16 SICK LEAVE AND PRESSING NECESSITY

16.1 **Sickness**

16.1.1 **Definition of Sickness**

Sickness shall include sickness within the usual meaning of the term, as well as preventative medical and health treatments, and shall include injury other than accidental injury arising out of, and in the course of employment with the Employer, except as designated in Articles 16.1.2 and 16.1.3 next following.

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

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

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

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

16.2 **Eligibility for Sick Leave**

16.2.1 **Under Three Months' Service**

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

16.2.2 **Over Three Months' Service**

Employees with three (3) or more months' service shall, at the beginning of each fiscal year, be credited with fifteen (15) working days sick leave with pay in respect of that fiscal year. Such leave shall be earned on the basis of one and one-quarter (1 1/4) days for each completed calendar month of service.

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

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

Any unused days of the foregoing amounts shall be accumulated from year to year. Employees shall be entitled to draw on their accumulation to a maximum of two hundred sixty (260) consecutive working days per occurrence.

16.2.3 **Drawing on Future Sick Leave Benefits**

At the discretion of the President, an Employee whose sick leave benefits are exhausted may be permitted to draw on his future credits to a maximum of thirty (30) days. In the event that he separates, dies or retires, any overdrawn amount owing will be recovered. The intent

is to deal primarily with instances of prolonged illness or accident, or for use when preceded by an illness which has exhausted earned sick leave, or in any other deserving situation.

16.2.4 **Reimbursement of Overdrawn Sick leave Benefits**

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

16.3 **For Pressing Necessity**

16.3.1 **Definition of Pressing Necessity**

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

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

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

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

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

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

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

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

16.4 **Carry-over for Employees Transferred to Tourism Authority in 1994**

All Employees as of October 1, 1994 or Employees who were subsequently transferred on April 1, 1996, shall be allowed to carry over their total sick leave accumulation from the Public Service to the Tourism Authority.

16.5 **Use of Sick Leave Benefits**

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

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

16.6 **Medical Certificate**

The Manager may require an Employee to provide a doctor's certificate. If the Employee's physician charges the Employee for producing the certificate, the Employer will pay for it. The Employer has the right to reasonably contact the Employee while on sick leave for urgent work matters and for health updates.

16.7 **Medical Examination Requested by Employer**

The Employer reserves the right at any time to call for an examination by a physician selected by the Employer if such action is considered advisable.

16.8 **Medical Donor Leave**

An Employee will be granted time off with pay not charged to sick leave to donate an organ or bone marrow to a member of the

Employee's immediate family. The Employee shall be granted leave with pay for the period required for the donation and recuperation as approved by a medical physician, to a maximum of twenty (20) working days.

16.9 Designated Holiday During Sick Leave

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

16.10 Sick Leave Earned During Year of Separation

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

16.11 Exceeding the Sick Leave Benefits

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

16.12 Sick Leave Records

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

ARTICLE 17 LEAVE OF ABSENCE

17.1 Definite Leave

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

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

17.2 Maternity Leave - Adoption Leave – Parental Leave

17.2.1 Maternity Leave – Adoption Leave

An Employee who has completed twenty (20) weeks of service, who

makes application for leave at least four (4) weeks in advance of the requested commencement date, or the date the baby is expected to come into the Employee's care and who provides the Employer with a medical certificate certifying that she is pregnant if requested or a letter confirming a pending Adoption, shall be granted maternity leave consisting of:

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

17.2.2 In the event of complications arising out of pregnancy such that the Employee is unable to return to work at the expiry of an approved leave of absence, she will receive payment of normal salary from accumulated sick leave benefits.

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

17.2.4 **Parental Leave**

An Employee who has completed twenty (20) weeks of service and who makes application for parental leave at least four (4) weeks in advance of the date the leave is to commence, shall be granted a leave of up to thirty-seven (37) weeks. Such leave to commence not more than twelve (12) weeks before the estimated date of birth or the date the baby is expected to come into the Employees care and end not more than one (1) year after the date of birth or the date on which the baby came into the Employee's care.

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

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

- 1) An Employee who qualifies for maternity/adoption/parental leave and has been employed for a period of six (6) months shall be paid a maternity leave top-up allowance. In order to receive this top-up, the Employee must provide to the Employer, proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act. An Employee disentitled or

disqualified from receiving unemployment insurance benefits is not eligible for a maternity/**adoption/parental** leave top-up; and

- 2) The maternity/adoption/parental leave top-up will consist of seventeen (17) weeks. Payments will be equivalent to the difference between the employment insurance gross benefits and **ninety percent (90%) effective October 1, 2010**, of the Employee's regular pay. Benefits will be calculated in accordance with Article 17.12; and
- 3) Employees will sign a note to promise to return to work for the Employer for a period equal to the same number of weeks that the top-up is received and to repay the amount of the top-up, or a pro-rated portion thereof, should the Employee not return to work for the number of weeks that the top-up was paid; and
- 4) The top-up will commence with the beginning of the two (2) week EI waiting period. The top-up allowance period includes time using sick leave under Article 16.

17.3 **Employee Accompanying Spouse**

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

17.4 **Non-Discrimination**

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

17.5 **Caregiving Leave**

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

17.5.1 **Compassionate Care Family Leave**

Employees who qualify for compassionate care benefits under The Employment Insurance Act will be eligible for an unpaid leave of eight (8) weeks to care for a seriously ill family member. During the leave the

Employee will continue to accumulate all benefits and seniority under this collective agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

Effective October 1, 2010, the Employer will provide payment equal to **ninety percent (90%)** of the actual weekly rate of pay for the Employee's, **Pay Band** which the Employee was receiving on the last day worked, prior to the commencement of the leave, during the two (2) week EI waiting period and the difference between payments received from EI and **ninety percent (90%)** of the Employee's normal **Pay Band** which the Employee was receiving on the last day worked, prior to the commencement of the leave, for six (6) weeks.

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

17.6 **Maintenance of Insured Benefits During Definite Leave**

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

17.7 **Jury Duty**

Time spent on a scheduled working day by an Employee required to serve as a juror shall be considered as time worked at the appropriate rate of pay, less any payment received from the courts.

17.8 **Reinstatement from Definite Leave**

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

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

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

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

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

- a) The application of the lay-off provisions.
- b) To be retained in the position provided she has the minimum qualifications.

17.9 **Indefinite Leave of Absence**

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

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

For up to three (3) years upon conclusion of the indefinite leave, the Employer will enter the Employee's name into any posting conducted under Article 4 which she may be qualified for, with the seniority she had prior to commencement of the leave.

17.10 **Leave of Absence for Prolonged Illness**

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

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

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

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

17.11 **Employer to Provide Information**

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

17.12

Benefits Earned While on Leave of Absence Without Pay

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

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

17.13

Leave of Absence for Union Business

17.13.1

With Pay

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

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

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

The following provisions shall apply to such leaves:

- a) The Employer will continue to provide the regular earnings and make all normal deductions during such leave. Employees shall continue to accumulate and be entitled to access all benefits and seniority rights under this Agreement during such leave subject to the normal rules of usage.

- b) For the purpose of determining overtime entitlement, approved leave of absence with pay for Union business shall be credited as hours worked, subject to the following:

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

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

17.13.2 **Union to Reimburse the Employer**

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

- 1) 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).
- 2) For the next sixty (60) consecutive calendar days or less:
 - designated holidays (where the Employee is on Union business on both the working day preceding and following the designated holiday)
 - Unemployment Insurance
 - Canada Pension Plan
 - vacation leave
 - superannuation.
- 3) For leave in excess of ninety (90) consecutive calendar days:
 - designated holidays (where the Employee is on Union business on both the working day preceding and following the designated holiday)
 - Unemployment Insurance
 - Canada Pension Plan
 - vacation leave
 - superannuation
 - sick leave accumulation.

17.13.3 **Reinstatement from Paid Union leave**

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

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

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

ARTICLE 18 DISCIPLINE, SUSPENSION AND DISMISSAL

18.1 Preamble

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

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

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

18.2 Right to Have a Union Representative

Where the Employer intends to meet with an Employee for disciplinary purposes, the Employee shall be so notified in advance of the purpose of the meeting, and informed of the right to have a Union representative present at the meeting.

18.3 Verbal Reprimand

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

18.4 Letter of Reprimand

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

18.5 **Suspension**

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

18.6 **Dismissal**

Dismissal shall be effected by the President, and the Employee shall receive written notice of the reasons for dismissal. Any Employee who is dismissed, except in cases of misconduct, will be entitled to notice or pay in lieu of such notice as follows:

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

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

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

18.7 **Involuntary Demotion**

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

18.8 **Burden of Proof**

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

18.9 **Records of Employees**

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

will be present with the Employee, Employer or Union Representative during viewing of the file.

Records of disciplinary action on an Employee's personnel file shall be removed from the file after twenty-four (24) months, unless there are disciplinary documents of equal or greater severity placed on the Employee's file within that period. When such documents are removed, they shall be returned to the Employer or the Union.

ARTICLE 19 GRIEVANCE PROCEDURE

19.1 Preamble

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

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

19.2 Definition of a Grievance

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

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

19.3 Access to Grievance Procedure

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

19.4 Permission to Leave Work

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

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

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

19.5

Grievance Procedure

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

Step 1

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

Step 2

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

Step 3

Failing satisfactory settlement of the grievance at Step 2, the Union may refer the grievance to arbitration by writing the President within fourteen (14) calendar days of receiving his written response at Step 2.

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

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

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

19.6

Deviation from Grievance Procedure

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

19.7 **Union May File Grievance**

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

19.8 **Failure to Act Within Time Limits**

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

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

19.9 **Full Disclosure**

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

ARTICLE 20 ARBITRATION

20.1 **Selection of an Arbitrator**

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

20.2 **Procedure**

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

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

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

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

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

20.3 **Decision of the Arbitrator**

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

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

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

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

20.4 **Expenses of the Arbitrator**

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

20.5 **Expedited Arbitration and Mediation Process**

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

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

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

- a) dismissals
- b) failure on probation
- c) suspensions in excess of twenty (20) work days
- d) policy grievances
- e) grievances requiring substantial interpretation of a provision of

- f) the Collective Agreement
- f) grievances requiring presentation of extrinsic evidence
- g) grievances where a party intends to raise a preliminary objection
- h) demotions.

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

- 20.5.3 By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.
- 20.5.4 The parties shall mutually agree upon a list of arbitrators who shall be appointed to hear and resolve groups of grievances.
- 20.5.5 The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- 20.5.6 Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- 20.5.7 All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- 20.5.8 No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use Employees **designated by the President**.
- 20.5.9 Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.
- 20.5.10 The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- 20.5.11 The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Articles 20.1 through 20.4, excepting Article 20.3.1.
- 20.5.12 The decision shall be final, binding and enforceable on all parties.

20.5.13 **Procedure Guidelines**

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

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

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

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

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

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

ARTICLE 21 WORKERS' COMPENSATION

21.1 Workers' Compensation

When any Employee is injured in the performance of 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.

21.2 Normal Earnings Maintained for First Year

From and including the day of injury until not more than one (1) year from the date of injury, the Employee shall receive her normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the Employee.

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

21.3 Sick Leave Top-up for Second Year

After one (1) year from the date of injury to not more than two (2) years from the date of injury or until the Employee's sick leave credits are exhausted, whichever occurs first, the Employee shall receive 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 benefits payable from Workers' Compensation will be charged against the Employee's available sick leave credits.

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

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

21.4 Employee Status and Benefits

From and including the day of injury until not more than two (2) years from the date of injury or the Employee's sick leave credits are exhausted, whichever occurs first, the Employee shall be deemed to be an active Employee and earn all benefits.

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

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

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

21.6 Return to Work

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

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

The Employer may require a statement of medical fitness.

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

ARTICLE 22 OCCUPATIONAL HEALTH AND SAFETY

22.1 Joint Employer-Employee Committees

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

22.2 Health and Safety Orientation and Instruction

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

22.3 First Aid

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

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

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

22.4 Protective Clothing and Equipment

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

22.5 Working Alone

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

22.6 Occupational Health Committee

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

concerns.

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

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

22.7 **Committee Minutes**

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

22.8 **Workplace Inspections**

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

22.9 **Committee Investigations**

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

22.10 **Right to Refuse**

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

22.10.2 The committee shall promptly investigate each refusal and, if it is able, make a decision on whether such refusal was warranted. If such action was warranted, the committee will notify the Employer of any unsafe condition(s), and the Employer will undertake suitable corrective measures, and report in writing to the committee of action he

has taken. If the committee is of the unanimous opinion that the worker's refusal was unwarranted, the committee will meet with the worker(s) affected, and report to him or them the reasons for its decision.

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

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

22.11 **Occupational Health Committee Training**

Subject to reasonable notice being given, all members or alternates of a committee may receive up to five (5) days leave with pay, per year, to attend appropriate occupational health and safety training courses or seminars conducted by the **appropriate government department/ministry** and approved by the Employer.

22.12 **Video Display Terminals (VDT)**

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

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

22.13 **Provision of Information**

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

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

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

22.13.3 The Employer will notify the Executive Director of Operations of the

Union when the Employer conducts or has conducted for it any investigation or study:

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

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

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

ARTICLE 23 HARASSMENT-FREE WORKPLACE

23.1 Statement of Agreement by the Parties

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

23.2 Definition of Harassment

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

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

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

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

equality or mutual consent.

23.3

Roles of the Parties

The Union will:

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

The Employer will:

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

23.4

Complaints Procedure

23.4.1

Obligation

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

23.4.2

Procedure for Handling Harassment Complaints

- 1) All complaints of harassment shall be covered by this Article and dealt with in a serious manner.
- 2) Leave without loss of pay for Employees shall be allowed by the Employer for any proceedings under this Article.
- 3) All proceedings under this Article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- 4) No information relating to the alleged harasser's or the complainant's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Article

unless directly related to the incident in question.

- 5) In the event that the alleged harasser and the complainant are members of the Union, the Employer agrees to allow each their right to Union representation.

23.4.3

Step 1 (Informal)

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

Option A: Private Discussion

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

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

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

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

Option B: Facilitated Process

When direct communication is not possible or appropriate, or has been unsuccessfully attempted, the complainant is encouraged to seek assistance from a supervisor, manager, Human Resources staff, or a shop steward. It allows the parties the opportunity to identify their concerns, discuss underlying interests and values, and work together to find creative and effective resolutions that work for them.

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

The advantages of this technique include the third party can offer an unbiased and objective perspective, it helps to identify underlying concerns, issues, and needs of the parties, and it makes it easier to do so. Confidentiality is also a benefit of this approach and it allows for different or creative solutions.

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

Option C: Mediated Process

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

Key elements of mediation are:

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

Next Steps

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

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

23.4.4

Step 2 (Formal)

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

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

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

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

- 3) It is agreed that as a general principle the alleged harasser be the one removed from the immediate assigned work area. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- 4) An opportunity will be provided for all affected parties to be heard, in whatever manner is deemed appropriate by the **independent investigator**.
- 5) A response containing a decision and recommendations will be submitted in writing within twenty (20) days to the Union chairperson, President or Chair of the Board. This time limit may be extended by mutual agreement of the Union chairperson, President or Chair of the Board.
- 6) The **independent investigator** shall have jurisdiction to determine if there is harassment. If so, **he** shall recommend to the Employer appropriate action, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. **He** shall also recommend a time frame for implementation. The **independent investigator** shall have the authority to determine whether a complaint is frivolous or vindictive and to recommend the appropriate course of action in such cases.

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

ARTICLE 24 BENEFITS PLANS

24.1 Employee Benefits

During the life of this Agreement, the Employer will provide the following benefits plans in accordance with the respective policies, as amended from time to time. There will be a six (6) month waiting period for Dental and Extended Health Benefits participation for new Employees.

Group Life Insurance

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

SGEU Dental Option 2
SGEU Health Option 3a

The Employer will fully fund all Employees' participation in the SGEU Dental Option 2 and the SGEU Health Option 3a.

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

24.2 Pension Plan

The Employer and the Employees will continue to participate in the Public Employees' **Pension Plan (PEPP)**. The Employer and Employees will contribute to the **PEPP** at the rate of seven **point two five** percent (7.25%) **retroactively effective October 1, 2010**.

24.3 Employee and Family Assistance Program

The Employer agrees to offer an Employee and Family Assistance Program (EFAP) to its Employees and members of their immediate families, to enable Employees to receive confidential counselling, treatment or other assistance for personal problems.

24.4 Extension of Benefits

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

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

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

24.5 **Employee Wellness Benefit**

An Employee may access up to \$300.00 per fiscal year for Employee wellness activities as per the Employee Wellness Policy.

24.6 **Professional Development**

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

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

The Employer commits to developing a policy for Professional Development within the term of this agreement.

ARTICLE 25 EMPLOYMENT EQUITY PLAN

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

The parties agree to the following:

- a) To establish a joint committee of four (4) members with equal representation from Union and management. The committee members will appoint a chairperson from amongst them. The committee will attempt to use designated groups as ex officio members of the committee.
- b) The committee will endeavour to develop, design and implement a plan for Tourism Authority.
- c) The committee will be responsible for addressing barriers to equality and examining present and future employment systems for systemic discrimination.
- d) Strategies proposed will identify, eliminate and redress the effect of barriers to equity. Where necessary, particular

strategies will be referred to the respective parties for negotiation.

- e) Resource persons may be used as required by the committee.
- f) The designated groups to include in the plan are:
 - Aboriginal **peoples**
 - persons with disabilities
 - women **in under-represented occupations**
 - visible minorities
- g) The committee shall obtain approval of the plan by the respective parties who may then jointly seek the approval of the Saskatchewan Human Rights Commission.

ARTICLE 26 CONFLICT OF INTEREST

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

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

responsibilities.

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

2) However, there are three major principles which will assist in the administration of these provisions for topics not specifically covered.

First: Openness and full disclosure. Tourism Authority staff are required to discuss with their out-of-scope manager any actions which are in doubt. When private interests are freely and frankly declared, the possibility of conflict is lessened.

Second: Employees should enjoy the same rights in their private dealings as any other individual, unless it can be demonstrated that a restriction is essential to Tourism Authority's best interest.

Third: Tourism Authority does not pay for the same service twice. Employees shall not accept monetary or other payment, in addition to normal salary or expenses, for duties which they perform in the course of their employment with Tourism Authority.

3) Employees will devote their best efforts to Tourism Authority during the normal work week and will avoid any other commitments that will interfere with this duty.

a) Outside Employment (For Pay)

i) Employees may be employed outside of Tourism Authority provided that such employment does not:

- cause an actual or apparent conflict of interest
- interfere with regular duties, or
- involve the unauthorized use of Tourism Authority premises, equipment, materials or supplies.

ii) In the event it is perceived that a potential or actual conflict of interest exists, Employees shall immediately discuss the matter with their out-of-scope manager.

iii) Where infringement upon normal duties is unavoidable, the out-of-scope manager may require that all or part of the fee received be paid to Tourism Authority.

- iv) Employees shall not accept outside employment in a position having essentially the same duties as their Tourism Authority position unless this is covered by an agreement between Tourism Authority and the external agency.

- b) Employee Shareholders of Companies Engaged in Business Dealings with Tourism Authority. Employees shall avoid placing themselves in circumstances of potential conflict of interest connected with the sale of goods, merchandise, or services to Tourism Authority by:
 - i) A private company in which they are a stakeholder or director.
 - ii) By a public company in which they are a director or controlling shareholder.
 - iii) Personal involvement through a partnership or proprietorship.
 - iv) Members of their immediate family (spouses and economic dependents).
 - in the case of transactions where some doubt exists as to whether an Employee may be in conflict of interest, the Employee shall disclose, in advance, their connection with that company, firm, partnership or other entity.
 - disclosure should be made to the appropriate out-of-scope manager who may refer the matter to the President.

- c) Acceptance of Gifts

An Employee shall not accept a gift, favour or service from any individual, organization, or corporation doing business with Tourism Authority other than the normal:

 - i) Exchange of gifts between friends.
 - ii) The normal exchange of hospitality between persons doing business together.
 - iii) Exchange of gifts as part of protocol or accept such gifts as paintings or sculptures which will become part of the Employer's premises.

Disclosure

- 1) The responsibility for identifying potential conflict of interest rests primarily with the Employee.
- 2) In potential conflict of interest situations, the manager responsible shall review the situation and, in consultation with the Employee, shall attempt to determine whether or not a conflict of interest actually exists. Conflict of interest situations shall be mutually resolved with the Employee, and the Employee may request the presence of a Union representative at such discussions. In the event that the matter cannot be resolved in this way, the issue will be referred to the President who will make a determination and prescribe a course of action. The President's decision will be subject to the expedited arbitration procedure as per Article 20.5
- 3) Where an Employee considers that a potential conflict of interest exists, the Employee shall notify the manager in writing. All disclosure statements are to be treated with strict confidentiality. They will be filed with the Director of Finance and Administration.

Discipline

- 1) In the event a conflict of interest occurs sanctions up to and including dismissal may be imposed by Tourism Authority. In deciding on the appropriate sanction to be imposed, consideration will be given to all relevant matters including the extent of the conflict, whether the act in question was an isolated incident or part of repeated acts and to any other mitigating circumstances.
- 2) In instances where an Employee is disciplined by reasons of departure from these provisions or because of misconduct relating to conflict of interest, the disciplinary action taken may be subject to the grievance and arbitration procedure, unless the President's decision was challenged via the expedited arbitration process and upheld by the arbitrator.

ARTICLE 27 UNION/MANAGEMENT COMMITTEE (UMC)

The Saskatchewan Government and General Employees' Union and the Saskatchewan Tourism Authority acknowledges the need for a continuing and improving working relationship and are committed to working toward this new relationship. To that end the parties agree to meet not less than every two (2) months, **or as requested by either party.**

ARTICLE 28 ORGANIZATIONAL TRAINING

The parties agree that Employees should be provided with opportunity to participate in core training programs. The UMC will determine the core training programs that will be delivered. These programs will be delivered on an annual basis. All Employees will be required to participate in core training programs. Time spent at this training is considered hours worked.

ARTICLE 29 TERMS OF AGREEMENT

29.1 Duration

This term of this Agreement shall be from October 1, **2010** to September 30, **2014**.

29.2 Notice to Renegotiate

Either party may, not less than thirty (30) days nor more than sixty (60) days prior to the expiry date of this Agreement, give notice in writing to the other party to renegotiate a revision thereof. Both parties shall adhere to the terms of this Agreement during collective bargaining.

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

29.3 Agreement to Continue in Force

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

29.4 Changes in Agreement

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

29.5 Changes to the Agreement

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

APPENDIX A

Two-Month Averaging Periods for Field Employees

Averaging Period	Hours	Stats	DOs
October/November '10	304	2	3
December '10/January '11	288	4	3
February/March '11	312	1	3
April/May '11	304	2	3
June/July '11	312	1	3
August/September '11	320	2	3
October/November '11	304	2	3
December '11/January '12	296	4	3
February/March '12	312	1	3
April/May '12	320	2	2
June/July '12	312	1	3
August/September '12	304	2	3
October/November '12	320	2	3
December '12/January '13	296	4	3
February/March '13	288	2	3
April/May '13	328	1	3
June/July '13	312	1	3
August/September '13	304	2	3
October/November '13	312	2	3
December '13/January '14	304	4	3
February/March '14	304	1	2
April/May '14	312	2	3
June/July '14	320	1	3
August/September '14	304	2	3

		<u>Working Days</u>	<u>Hours</u>	<u>Bi-Monthly</u>	<u>Two Month Average</u> <u>Hours Required</u>	<u>Stat Days</u>	<u>Two Month</u> <u>Stat Days</u>	<u>Stat Hours</u>	<u>Bi-Monthly</u>	<u>Days Off</u>	<u>Two Month</u> <u>Days Off</u>	<u>Days Off</u> <u>Hours</u>	<u>Bi-Monthly</u>
October	2010	21	168	344	304	1	2	8	16	2	3	16	24
November	2010	22	176			1	8	1		8			
December	2010	23	176	344	288	3	4	24	32	2	3	16	24
January	2011	21	168			1	8	1		8			
February	2011	20	160	344	312	1	1	8	8	2	3	16	24
March	2011	23	184			0	0	1		8			
April	2011	21	168	344	304	1	2	8	16	2	3	16	24
May	2011	22	176			1	8	1		8			
June	2011	22	176	344	312	0	1	0	8	1	3	8	24
July	2011	21	168			1	8	2		8			
August	2011	23	184	360	320	1	2	8	16	1	3	8	24
September	2011	22	176			1	8	2		8			
Totals		261	2080	2080	1840	12	12	96	96	18	18	144	144

		<u>Working Days</u>	<u>Hours</u>	<u>Bi-Monthly</u>	<u>Two Month Average</u> <u>Hours Required</u>	<u>Stat Days</u>	<u>Two Month</u> <u>Stat Days</u>	<u>Stat Hours</u>	<u>Bi-Monthly</u>	<u>Days Off</u>	<u>Two Month</u> <u>Days Off</u>	<u>Days Off</u> <u>Hours</u>	<u>Bi-Monthly</u>
October	2011	21	168	344	304	1	2	8	16	1	3	8	24
November	2011	22	176			1	8	2		8			
December	2011	22	176	352	296	3	4	24	32	1	3	8	24
January	2012	22	176			1	8	2		8			
February	2012	21	168	344	312	1	1	8	8	1	3	8	24
March	2012	22	176			0	0	2		8			
April	2012	21	168	352	320	1	2	8	16	1	2	8	16
May	2012	23	184			1	8	1		8			
June	2012	21	168	344	312	0	1	0	8	2	3	16	24
July	2012	22	176			1	8	1		8			
August	2012	23	184	344	304	1	2	8	16	2	3	16	24
September	2012	20	160			1	8	1		8			
Totals		260	2080	2080	1848	12	12	96	96	17	17	136	136

-	-	<u>Working Days</u>	<u>Hours</u>	<u>Bi-Monthly</u>	<u>Two Month</u>	<u>Stat Days</u>	<u>Two</u>	<u>Stat</u>	<u>Bi-Monthly</u>	<u>Days Off</u>	<u>Two</u>	<u>Days</u>	<u>Bi-Monthly</u>
					<u>Average</u>		<u>Month</u>	<u>Hours</u>			<u>Month</u>	<u>Off</u>	
				<u>Hours Required</u>		<u>Stat Days</u>				<u>Days Off</u>			
October	2012	23	184	360	320	1	2	8	16	2	3	16	24
November	2012	22	176			1		8		1		8	
December	2013	21	168	352	296	3	4	24	32	2	3	16	24
January	2013	23	184			1		8		1		8	
February	2013	20	160	328	288	1	2	8	16	1	3	8	24
March	2013	21	168			1		8		2		16	
April	2013	22	176	360	328	0	1	0	8	1	3	8	24
May	2013	23	184			1		8		2		16	
June	2013	20	160	344	312	0	1	0	8	1	3	8	24
July	2013	23	184			1		8		2		16	
August	2013	22	176	344	304	1	2	8	16	1	3	8	24
September	2013	21	168			1		8		2		16	
Totals		261	2088	2088	1848	12	12	96	96	18	18	144	144

-	-	<u>Working Days</u>	<u>Hours</u>	<u>Bi-Monthly</u>	<u>Two Month</u>	<u>Stat Days</u>	<u>Two</u>	<u>Stat</u>	<u>Bi-Monthly</u>	<u>Days Off</u>	<u>Two</u>	<u>Days</u>	<u>Bi-Monthly</u>
					<u>Average</u>		<u>Month</u>	<u>Hours</u>			<u>Month</u>	<u>Off</u>	
				<u>Hours Required</u>		<u>Stat Days</u>				<u>Days Off</u>			
October	2013	23	184	352	312	1	2	8	16	1	3	8	24
November	2013	21	168			1		8		2		16	
December	2013	22	176	360	304	3	4	24	32	1	3	8	24
January	2014	23	184			1		8		2		16	
February	2014	20	160	328	304	1	1	8	8	1	2	8	16
March	2014	21	168			0		0		1		8	
April	2014	22	176	352	312	1	2	8	16	2	3	16	24
May	2014	22	176			1		8		1		8	
June	2014	21	168	352	320	0	1	0	8	2	3	16	24
July	2014	23	184			1		8		1		8	
August	2014	21	168	344	304	1	2	8	16	2	3	16	24
September	2014	22	176			1		8		1		8	
Totals		261	2088	2088	1856	12	12	96	96	17	17	136	136

APPENDIX B

Job Band	JIQ	Position	Total Points	Point Bands
1	005	Mailroom Coordinator	162	150 - 225
	006	Receptionist	211	
	008	Administrative Assistant (Markets, Media and Advertising)	225	
2	004	Junior Travel Counsellor	242	226 - 300
	007	Administrative & Image Library Assistant	243	
	015	Travel Counsellor (Visitor Reception Centre)	259	
	012	Resource Centre Coordinator	261	
	009	Administrative Assistant (RTW)	265	
	010	Administrative Assistant (STEC)	265	
	018	Administrative Assistant (Training)	265	
	016	Travel Counsellor (Visitor Services Centre)	267	
	003	Information Collection Assistant	267	
	001	Accounting Clerk	276	
	023	Marketing Admin Coordinator - OIT	279	
	002	Accounting Clerk II	284	
	014	Travel Counsellor (Bilingual)	289	
	011	Industry Services Liaison	292	
3	022	Literature Distribution Coordinator	304	301 - 375
	020	Industry Development Membership Coordinator	311	
	026	Production Assistant	312	
	019	Career Information Coordinator	313	
	032	Visitor Reception Centre Supervisor	339	
	029	Standards & Certification Coordinator	363	
	013	Senior Accounting Clerk	366	
	030	Tourism Training Coordinator (WSI)	365	
4	024	Marketing Assistant - General	383	376 - 450
	025	Media Relations Assistant	383	
	037	Graphic Designer	404	
	038	Graphic Specialist	405	
	051	Web Marketing Specialist	408	
	033	Visitor Services Supervisor	424	
	035	Communications Coordinator	428	
	036	Communications Coordinator	428	
	039	Information Collection Coordinator	428	
	041	Manager, Merchandise & Special Events	436	
	027	Ready to Work Project Lead	444	

Job Band	JIQ	Position	Total Points	Point Bands
5	028	Sales Representative	465	451 - 525
	054	Consumer Market Consultant	467	
	017	Accounting Supervisor	477	
	021	Industry Training Coordinator	489	
	044	Network Support Analyst	493	
	045	Senior Programmer Network Support Analyst	493	
6	052	Industry Development Manager	531	526 - 600
	049	Travel Trade Market Consultant	544	
	043	Media Relations Consultant	548	
	040	Manager, Industry HR Development	556	
	034	Business Intelligence Consultant	559	
	050	Web Marketing Consultant	571	
	031	Training Consultant	589	
	042	Manager, Training	589	
	053	Manager, Advertising	593	
7	046	Tourism Consultant	639	601 - 675
	047	Tourism Consultant	639	
	048	Tourism Consultant	639	

SCHEDULE A

Employee Type		Pay Band	Initial					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Field	Hourly	1	15.00	16.15	17.30	18.46	19.61	20.76
	Semi-monthly		1,170.00	1,259.86	1,349.71	1,439.57	1,529.42	1,619.28
	Semi-monthly		1,213.13	1,306.29	1,399.46	1,492.63	1,585.80	1,678.97
Office Field	Hourly	2	17.37	18.70	20.04	21.37	22.71	24.04
	Semi-monthly		1,354.86	1,458.91	1,562.96	1,667.02	1,771.07	1,875.12
	Semi-monthly		1,404.80	1,512.69	1,620.57	1,728.46	1,836.35	1,944.24
Office Field	Hourly	3	20.34	21.90	23.46	25.03	26.59	28.15
	Semi-monthly		1,586.52	1,708.36	1,830.19	1,952.03	2,073.86	2,195.70
	Semi-monthly		1,645.00	1,771.32	1,897.65	2,023.98	2,150.30	2,276.63
Office Field	Hourly	4	23.24	25.03	26.81	28.60	30.38	32.17
	Semi-monthly		1,812.72	1,952.03	2,091.34	2,230.64	2,369.95	2,509.26
	Semi-monthly		1,879.54	2,023.98	2,168.42	2,312.86	2,457.31	2,601.75
Office Field	Hourly	5	25.60	27.57	29.53	31.50	33.46	35.43
	Semi-monthly		1,996.80	2,150.15	2,303.50	2,456.84	2,610.19	2,763.54
	Semi-monthly		2,070.40	2,229.40	2,388.40	2,547.40	2,706.40	2,865.40
Office Field	Hourly	6	28.00	30.15	32.30	34.45	36.60	38.75
	Semi-monthly		2,184.00	2,351.70	2,519.40	2,687.10	2,854.80	3,022.50
	Semi-monthly		2,264.50	2,438.38	2,612.26	2,786.14	2,960.03	3,133.91
Office Field	Hourly	7	30.24	32.56	34.88	37.21	39.53	41.85
	Semi-monthly		2,358.72	2,539.84	2,720.95	2,902.07	3,083.18	3,264.30
	Semi-monthly		2,445.66	2,633.45	2,821.24	3,009.04	3,196.83	3,384.62

Office = 1,872 Annual Hours
 Field = 1,941 Annual Hours

Employee Type		Pay Band	2012-11 – 1.5%					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office	Hourly	1	15.23	16.39	17.56	18.73	19.90	21.07
	Semi-monthly		1,187.55	1,278.75	1,369.96	1,461.16	1,552.37	1,643.57
	Field		1,231.32	1,325.89	1,420.45	1,515.02	1,609.58	1,704.15
Office	Hourly	2	17.63	18.98	20.34	21.69	23.05	24.40
	Semi-monthly		1,375.18	1,480.80	1,586.41	1,692.02	1,797.63	1,903.25
	Field		1,425.87	1,535.38	1,644.88	1,754.39	1,863.89	1,973.40
Office	Hourly	3	20.65	22.23	23.82	25.40	26.99	28.57
	Semi-monthly		1,610.32	1,733.98	1,857.64	1,981.31	2,104.97	2,228.64
	Field		1,669.67	1,797.89	1,926.12	2,054.34	2,182.56	2,310.78
Office	Hourly	4	23.59	25.40	27.21	29.03	30.84	32.65
	Semi-monthly		1,839.91	1,981.31	2,122.71	2,264.10	2,405.50	2,546.90
	Field		1,907.73	2,054.34	2,200.95	2,347.56	2,494.17	2,640.77
Office	Hourly	5	25.98	27.98	29.97	31.97	33.97	35.96
	Semi-monthly		2,026.75	2,182.40	2,338.05	2,493.70	2,649.34	2,804.99
	Field		2,101.46	2,262.84	2,424.23	2,585.61	2,747.00	2,908.38
Office	Hourly	6	28.42	30.60	32.78	34.97	37.15	39.33
	Semi-monthly		2,216.76	2,386.98	2,557.19	2,727.41	2,897.62	3,067.84
	Field		2,298.47	2,474.96	2,651.45	2,827.94	3,004.43	3,180.91
Office	Hourly	7	30.69	33.05	35.41	37.76	40.12	42.48
	Semi-monthly		2,394.10	2,577.93	2,761.77	2,945.60	3,129.43	3,313.26
	Field		2,482.34	2,672.95	2,863.56	3,054.17	3,244.78	3,435.39

Office = 1,872 Annual Hours

Field = 1,941 Annual Hours

Employee Type		Pay Band	2011-12 – 2%					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office	Hourly	1	15.53	16.72	17.91	19.11	20.30	21.49
	Semi-monthly		1,211.30	1,304.33	1,397.36	1,490.38	1,583.41	1,676.44
	Field		1,255.95	1,352.41	1,448.86	1,545.32	1,641.78	1,738.23
Office	Hourly	2	17.98	19.36	20.75	22.13	23.51	24.89
	Semi-monthly		1,402.69	1,510.41	1,618.14	1,725.86	1,833.59	1,941.31
	Field		1,454.39	1,566.08	1,677.78	1,789.48	1,901.17	2,012.87
Office	Hourly	3	21.06	22.68	24.29	25.91	27.53	29.14
	Semi-monthly		1,642.52	1,768.66	1,894.80	2,020.93	2,147.07	2,273.21
	Field		1,703.07	1,833.85	1,964.64	2,095.42	2,226.21	2,357.00
Office	Hourly	4	24.06	25.91	27.76	29.61	31.46	33.31
	Semi-monthly		1,876.71	2,020.93	2,165.16	2,309.39	2,453.61	2,597.84
	Field		1,945.88	2,095.42	2,244.97	2,394.51	2,544.05	2,693.59
Office	Hourly	5	26.50	28.54	30.57	32.61	34.65	36.68
	Semi-monthly		2,067.29	2,226.05	2,384.81	2,543.57	2,702.33	2,861.09
	Field		2,143.49	2,308.10	2,472.71	2,637.32	2,801.94	2,966.55
Office	Hourly	6	28.99	31.21	33.44	35.67	37.89	40.12
	Semi-monthly		2,261.10	2,434.72	2,608.33	2,781.95	2,955.57	3,129.19
	Field		2,344.44	2,524.46	2,704.48	2,884.49	3,064.51	3,244.53
Office	Hourly	7	31.31	33.71	36.12	38.52	40.92	43.33
	Semi-monthly		2,441.98	2,629.49	2,817.00	3,004.51	3,192.02	3,379.53
	Field		2,531.99	2,726.41	2,920.83	3,115.25	3,309.67	3,504.10

Office = 1,872 Annual Hours
Field = 1,941 Annual Hours

Employee Type		Pay Band	2012-13 – 2%					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office	Hourly	1	15.84	17.06	18.27	19.49	20.71	21.92
	Semi-monthly		1,235.53	1,330.42	1,425.30	1,520.19	1,615.08	1,709.97
	Field		1,281.07	1,379.45	1,477.84	1,576.23	1,674.61	1,773.00
Office	Hourly	2	18.34	19.75	21.16	22.57	23.98	25.39
	Semi-monthly		1,430.74	1,540.62	1,650.50	1,760.38	1,870.26	1,980.14
	Field		1,483.48	1,597.41	1,711.34	1,825.26	1,939.19	2,053.12
Office	Hourly	3	21.48	23.13	24.78	26.43	28.08	29.73
	Semi-monthly		1,675.37	1,804.03	1,932.69	2,061.35	2,190.01	2,318.67
	Field		1,737.13	1,870.53	2,003.93	2,137.33	2,270.73	2,404.14
Office	Hourly	4	24.54	26.43	28.31	30.20	32.09	33.97
	Semi-monthly		1,914.24	2,061.35	2,208.46	2,355.57	2,502.68	2,649.79
	Field		1,984.80	2,137.33	2,289.87	2,442.40	2,594.93	2,747.46
Office	Hourly	5	27.03	29.11	31.19	33.26	35.34	37.41
	Semi-monthly		2,108.63	2,270.57	2,432.51	2,594.44	2,756.38	2,918.31
	Field		2,186.35	2,354.26	2,522.17	2,690.07	2,857.98	3,025.88
Office	Hourly	6	29.57	31.84	34.11	36.38	38.65	40.92
	Semi-monthly		2,306.32	2,483.41	2,660.50	2,837.59	3,014.69	3,191.78
	Field		2,391.33	2,574.95	2,758.56	2,942.18	3,125.80	3,309.42
Office	Hourly	7	31.93	34.39	36.84	39.29	41.74	44.19
	Semi-monthly		2,490.82	2,682.08	2,873.34	3,064.60	3,255.86	3,447.12
	Field		2,582.63	2,780.94	2,979.25	3,177.56	3,375.87	3,574.18

Office = 1,872 Annual Hours

Employee Type		Pay Band	2013-14 – 3%					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office	Hourly	1	16.32	17.57	18.82	20.07	21.33	22.58
	Semi-monthly		1,272.59	1,370.33	1,468.06	1,565.80	1,663.53	1,761.27
	Field		1,319.50	1,420.84	1,522.17	1,623.51	1,724.85	1,826.19
Office	Hourly	2	18.89	20.34	21.80	23.25	24.70	26.15
	Semi-monthly		1,473.66	1,586.84	1,700.01	1,813.19	1,926.37	2,039.54
	Field		1,527.98	1,645.33	1,762.68	1,880.02	1,997.37	2,114.72
Office	Hourly	3	22.12	23.82	25.52	27.22	28.92	30.62
	Semi-monthly		1,725.64	1,858.16	1,990.67	2,123.19	2,255.71	2,388.23
	Field		1,789.24	1,926.64	2,064.05	2,201.45	2,338.86	2,476.26
Office	Hourly	4	25.28	27.22	29.16	31.11	33.05	34.99
	Semi-monthly		1,971.67	2,123.19	2,274.72	2,426.24	2,577.76	2,729.29
	Field		2,044.34	2,201.45	2,358.56	2,515.67	2,672.78	2,829.89
Office	Hourly	5	27.84	29.98	32.12	34.26	36.40	38.54
	Semi-monthly		2,171.89	2,338.69	2,505.48	2,672.28	2,839.07	3,005.86
	Field		2,251.95	2,424.89	2,597.83	2,770.77	2,943.71	3,116.66
Office	Hourly	6	30.46	32.79	35.13	37.47	39.81	42.15
	Semi-monthly		2,375.51	2,557.91	2,740.32	2,922.72	3,105.13	3,287.53
	Field		2,463.07	2,652.19	2,841.32	3,030.45	3,219.58	3,408.71
Office	Hourly	7	32.89	35.42	37.94	40.47	42.99	45.52
	Semi-monthly		2,565.55	2,762.54	2,959.54	3,156.54	3,353.54	3,550.53
	Field		2,660.11	2,864.37	3,068.63	3,272.89	3,477.14	3,681.40

Office = 1,872 Annual Hours
Field = 1,941 Annual Hours
Field = 1,941 Annual Hours

SCHEDULE B SALARY STRUCTURE

Bonuses will be paid of up to ten percent (10%) for the Sales Representative(s) and up to fifteen percent (15%) for the Sales Manger of their annual salaries based upon meeting mutually agreed upon criteria. The bonus for the Sales Manager is also linked to the performance of the Sales Representative(s)

Process:

Twenty-five percent (25%) of the bonus will be based upon attainment of objectives for the Sales and Corporate Development Department that are in the annual Business Plan. The steps for approval of the objectives are:

1. Staff and management jointly develop objectives that are specific, measurable and attainable. These will be provided to the President at least ninety (90) days prior to the start of the fiscal year.
2. The President will approve these objectives in writing and provide a weighing of the objectives that staff will be measured against at least sixty (60) days prior to the beginning of the fiscal year. Copies of this written response will be provided to both the staff and the Union.
3. No more than fifteen (15) days from the completion of the year-end staff and management will provide a written report on the achievement of these objectives.
4. No more than thirty (30) days from the completion of the year-end the President will provide a written response to the staff on the percentage of the bonus that they have achieved. The Union will be copied in this response.

Seventy-five (75%) of the bonus will be based upon attainment of targets/quotas that are developed jointly by the staff and management. The steps for approval of the targets/quotas are:

1. Staff and management jointly develop targets/quotas that are specific, measurable and attainable. These will be provided to the President at least ninety (90) days prior to the start of the fiscal year. These targets and quotas will include items like (but not limited to) advertising dollars generated, businesses contacted, in-kind, contra, and cash generated, etc.
2. The President will approve these targets/goals in writing and provide a weighting of the targets/quotas that staff will be measured against at least sixty (60) days prior to the beginning of the fiscal year. Copies of this written response will be provided to both staff and the Union.
3. No more than fifteen (15) days from the completion of the year-end staff and management will provide a written report on the achievement of these objectives.
4. No more than thirty (30) days from the completion of the year-end the President will provide a written response to the staff on the percentage of the bonus that they have achieved. The Union will be copied in this response.

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN TOURISM AUTHORITY

AND

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

Re: Innovative Work Practices

The parties to this Agreement agree to joint discussion on any detailed proposal from Employees that would result in mutual advantage for the Employer and the Employees affected.

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

In accordance with this Letter of Understanding, the Employer may consider a pilot project where employees can demonstrate a mutual advantage to the Employer and Employee.

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

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

This LOU shall remain in force and effect unless written notice to renegotiate is given by either party at least thirty (30) days in advance.

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

Bob Kadis
Bargaining Unit

Kyle Robinson

Byron Leoppky

Hannah Gasper
SGEU, AAA

Signed on behalf of the
Saskatchewan Tourism Authority

Joan MacPhail
Manager, Human Resources

Jonathan Potts
Director, Marketing

Carol Lumb
Director, STEC

Veronica Gelowitz
Chief Financial Officer

SIGNING PAGE

The Tourism Authority and the Saskatchewan Government and General Employees' Union hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

Signed on of behalf of
the Employer:

Signed on behalf of
the Union:

Joan MacPhail
Manager, Human Resources

Bob Kadis
Bargaining Unit
Chairperson

Jonathan Potts
Director, Marketing

Kyle Robinson

Carol Lumb
Director, STEC

Byron Leoppky

Veronica Gelowitz
Chief Financial Officer

Hannah Gasper
SGEU AAA

Date: _____

Date: _____