

# COLLECTIVE BARGAINING AGREEMENT

between



and



January 1, 2013 to December 31, 2014

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## AGREEMENT

This Agreement made in duplicate this 15th day of December, 2011.

BETWEEN:

SASKPOWER, being a Crown Corporation of the Province of Saskatchewan, incorporated under the provision of the Power Corporation Act, hereinafter referred to as "the Company,"

of the First Part,

and

*UNIFOR* LOCAL 649, herein acting only in respect to Employees employed by SaskPower, and hereinafter referred to as "the Union."

of the Second Part.

In consideration of the maintenance of harmonious relations, settled conditions of employment, and the duty and obligation of the Company through its Employees to promote and maintain satisfactory, economical, and effectual service to the general public, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and rates of pay, the parties hereto do hereby enter into, establish, and agree to the following terms.

### ARTICLE 1 - SCOPE

1.01 The words "Employee" or "Employees" where hereinafter used shall mean any person or persons covered by this Agreement.

1.02 Notwithstanding anything to the contrary herein contained, this Agreement shall not apply to:

- (i) Employees in classifications defined by the order of the Labour Relations Board as being within other appropriate bargaining units; or,
- (ii) positions whose job functions require Employees to be registered as engineers or geoscientists, engineers in training or geoscientists in training in accordance with The Engineering and Geoscience Professions Act.
- (iii) any person whose primary responsibility is to actually exercise authority and actually perform functions that are of a managerial character for example:
  - Grievances: has actual authority to respond to Step 1 or Step 2 grievances. Can seek advice, but can proceed independent of that advice;
  - Discipline and Discharge: has written authority to give written reprimands or suspensions or recommend discharge;
  - Has final authority for initial hire probationary discharge.
- (iv) make recommendations; has decision making, policy making, planning authority in relation to matters which fundamentally affect the terms and conditions or tenure of employment for example:
  - Lay-off;
  - Job abolition;
  - Program deletions that affect the terms and conditions of employment of Employees.

- (v) any person who is regularly acting in a confidential capacity in respect of the industrial relations of their employer;
- Has input into collective bargaining proposals and strategies that should be followed by the employer in pursuing those proposals;
  - Determines the interpretation and application of the Collective Agreement of the employer and provides advice to management on matters relating to the Collective Agreement;
  - Has the ability to represent the interests of the employer at negotiations, grievances, arbitrations, and mediations;
  - Has access to information and knowledge of information and manipulates or analyzes this information, which can have an adverse affect on Employees;
- (vi) Employees in the [Jobs](#) listed hereunder as may be amended by agreement between the parties, by order of the Labour Relations Board of Saskatchewan or by an arbitrator, as outlined in this Article.

NOTE: The list of criteria above includes any other matters agreed to by the parties that are in compliance with The Trade Union Act.

Account Manager  
Administration Coordinator  
Administrative Assistant  
Assistant Controller  
Assistant General Counsel  
Assistant Internal Auditor  
Assistant Manager  
Assistant Production Supervisor  
Auditor  
Benefits Specialist  
Business Manager – Sales  
Chief Electrical Inspector  
Chief Engineer  
Chief Gas Inspector  
Chief Safety Officer  
Civil Lead  
Coal Contract Accountant  
Coal Utilization Project Leader  
Communications Services Coordinator  
Community Relations Coordinator  
Compensation & Benefits Analyst  
Compensation Specialist  
Computer Audit Specialist  
Confidential Secretary  
Contract Specialist  
Controller  
Corporate Aboriginal Relations Leader  
Corporate Development Communications Leader  
Corporate Relations Coordinator  
Departmental Administrator  
Director  
Diversity Advisor  
Diversity Coordinator  
DSM Program Leader  
Electrical Lead  
Electrical System Support/Shop Facilitator  
Employee Relations Consultant  
Energy Trader  
Engineer  
Engineering Project Leader  
Environmental Initiatives Project Leader  
Environmental Systems Management Specialist

Environmental Systems Specialist  
Executive Assistant  
Executive Legal Assistant  
Executive Secretary  
Field Buildings Coordinator  
Financial Consultant  
Fuel Business Planner  
General Counsel & Assistant Secretary  
Group Vice-President, People & Processes  
Human Resources Analyst  
Human Resources Consultant  
Interactive Communications Coordinator  
Internal Auditor  
Inventory Analyst  
Labour Relations Analyst  
Land Officer  
Leadership & Learning Consultant  
Lead Architect  
Legal Assistant  
Legal Counsel  
Manager  
Materials Analyst  
Metallurgist  
Occupational Health Nurse  
Organizational Change Leader  
Organizational Development Consultant  
Pension Specialist  
Performance Enhancement Leader  
Plant Chemist  
Policy & Issues Coordinator  
Power Contracts Administrator  
Power Systems Specialist  
Powerline Training Coordinator  
Powerline Training Upgrade Coordinator  
President & Chief Executive Officer  
Private Secretary  
Production Coordinator  
Production Project Leader  
Production Specialist  
Production Support Coordinator  
Project Leader  
Public Liaison Officer  
Purchasing Agent  
Quality Assurance Advisor  
Quality Assurance Project Leader  
Records Management & Information Coordinator  
Recruitment & Organizational Development Consultant  
Recruitment Consultant  
Regina Buildings Coordinator  
Resource Geologist  
Return-to-Work Coordinator  
Risk Assessment Coordinator  
Secretary  
Security Administrator  
Senior Analyst  
Senior Auditor  
Senior Financial Analyst  
Senior Government Relations Advisor  
Senior Legal Counsel  
Senior Payroll Specialist  
Senior Power Marketer  
Senior Research Analyst  
Senior Strategic Business Advisor



Senior Treasury Analyst  
Senior Treasury Operations Analyst  
Senior Security Specialist  
Senior Quality Assurance Inspector  
Specialist I  
Specialist II  
Strategic Planning Analyst  
Supervisors (as listed below)  
Accounting Policy & Development  
Administration  
Administration/Information Services  
Apparatus  
Application Support  
Billing Services  
Business and Contract Services  
Business & Financial Systems  
Business & Technical Services  
Business Continuity Planning  
Business Development  
Business Performance and Planning  
Business Policy  
Business Process Improvement  
Business Process Management  
Business Support  
Capital Markets  
CI&T Training  
Collections  
Commercial Operations  
Communications Planning  
Communications Production  
Communication Services  
Compensation & Benefits  
Construction  
Construction/Maintenance  
Corporate Budgeting  
Corporate Security  
Desktop Services  
Disbursement Accounting  
Electrical Inspections  
Emissions Planning  
Energy & Risk Management  
Energy Trading  
Engineering  
Engineering Services  
Environmental Issues Management  
Environment Strategic Planning, Education & Research  
Environmental Studies  
Finance  
Financial Analysis  
Financial Planning  
Financial Planning & Performance Analysis  
Fixed Assets & Inventory  
Fleet Services  
Fuel Business  
Fuel Resources  
Gas Inspections  
Gas Management  
Grid Operations  
Information Technology Architecture  
Infrastructure  
IT Planning  
IT Security Services  
Labour Relations and Return to Work

Land  
Leadership & Learning  
Learning & Performance Support Standards  
Lines & Stations  
Load & Revenue Forecasting  
Maintenance Support  
Market Research & Analysis  
Materials  
Media Relations & Events Management  
Meter Reading  
Metering Services  
Occupational Health & Safety  
Operating  
Operations Safety  
Outage Centre/Performance Management  
Payroll  
Plant Services  
Power Systems  
Pressure Equipment Integrity  
Pricing & Costing  
Process Management  
Production  
Production Performance  
Production Support  
Program Management  
Project Delivery  
Project Management Office  
Project Services  
Properties  
Purchasing  
Quality Assurance Supply Development  
Recruitment  
Region  
Risk & Site Assessment  
Risk Compliance  
Safety  
Safety Management Systems  
SAP Services  
Scada Implementation & Support  
Senior Production Support  
Service Desk  
Service Management  
Special Practices & Training  
Supply Development  
System Security & Performance  
Taxation  
Technical Services & Research  
Technical Support  
Training & Development  
Transmission Services  
Transmission Tariff  
Treasury Accounting  
User Development  
Time Capture Specialist  
Technical Specialist  
Training & Performance Consultant  
Training Coordinator  
Treasurer  
Vice-President  
Vice-President & Chief Information Officer  
Vice-President & General Manager

### 1.03 New or Changed Classifications

- (i) When the Company creates a new classification or makes revisions to a classification currently out of the scope of the Union, the Union will be advised of such new or revised classifications.
- (ii) When the Company proposes that a new classification be out of the scope of the Union, or that a revised out-of-scope classification remain out of the scope of the Union and the Union elects to challenge such, the parties shall convene a meeting to discuss the scope of such classifications.
- (iii) Should the Company and the Union be unable to agree to the scope of a new classification or the scope of a revised classification currently out of the scope of the Union, such classifications shall be submitted to the *process in 1.04 (iii) for resolve*.
- (iv) Should the Company and the Union be unable to agree as to the appropriate bargaining unit for a new classification, such disagreement shall be submitted to the *process in 1.04 (i) and (ii) for resolve*.

### 1.04 *Process*

- (i) Whenever a new in scope position or classification is created by the Employer, the Employer shall have the right to assign the position or classification to the bargaining unit in which the Employer reasonably determines the position should be appropriately placed.*
- (ii) If either IBEW or UNIFOR fail to agree to the appropriate bargaining unit of any new position or classification, they shall be responsible for resolving any such disagreements on an expedited basis and the costs of any such process will be borne by the unions. The resolve will be final, binding and enforceable by the parties of this agreement.*
- (iii) The Employer shall have the right to create new management positions that fall outside of the scope of the bargaining units represented by IBEW and/or UNIFOR and to fill any such new positions on an immediate basis. If IBEW and/or UNIFOR do not agree as to the scope status of any such new position, they shall have the right to advance an appropriate form of application with the Saskatchewan Labour Relations Board.*

## **ARTICLE 2 - RECOGNITION**

### 2.01 Union Recognition

- (i) The Company recognizes the Union as the sole collective bargaining agent and representative of the Employees of the Company.
- (ii) The Company consents and agrees to negotiate with the Union or its representatives in any and all matters affecting the conditions of work, hours of work, and rates of pay of the Company's Employees and any other matters which may be mutually agreed upon as being proper subjects for negotiations.
- (iii) When matters are submitted by either party to the other with respect to the application or interpretation of this Agreement, such submissions shall be the subject of negotiations between the parties and a supplementary document shall be executed by accredited representatives of the Company and the Union.
- (iv) The Company agrees that the Union may have the assistance of representatives of the Communications, Energy and Paperworkers Union in any negotiations or discussions between the Company and the Union.
- (v) The Company will allow access to its premises for any representative of the Union for the purpose of business connected with the Union, providing such privilege shall not interfere with the operations of the department concerned.

- (vi) The Company and the Union agree to abide by the terms of the Collective Agreement and all applicable Saskatchewan and Federal legislation and regulations.

#### 2.02 Notice Boards

The Company will install notice boards for the sole use of the Union in suitable locations easily accessible to the Employees for the purpose of posting notices of interest to the Union.

#### 2.03 Supply of Agreements

The Company will provide each permanent Employee (including Employees hired in the future for permanent positions) with one (1) copy of this Agreement, including one (1) copy of each supplementary Agreement relevant thereto.

#### 2.04 Contracting Out

- (i) The Company will make every reasonable effort to minimize the contracting out of work, subject to cost concerns, and will meet at the Union's request to discuss contracting out.
- (ii) In the event an outside employment agency, i.e. Kelly Services or Manpower Temporary Services, is utilized such Employees will be treated as directly employed by SaskPower for the purposes of Union dues and the Company will forward the appropriate amount of Union dues to the UNIFOR Local 649 Union Office. This does not apply to Contract Services which may be utilized from time to time.

#### 2.05 Automation and Technological Change

- (i) Definition of Technological Change:
  - (a) the introduction by the Company of equipment, material, or automated/technological process of a different nature or kind than previously utilized in the workplace; or,
  - (b) a change in the manner in which the Company carries on work that is directly related to the introduction of that equipment, material, or automated/technological process; or,
  - (c) the removal or relocation outside of the Bargaining Unit by the Company of any part of the Company's work.
- (ii) Notice and Disclosure

Prior to introducing technological change which would result in the reassignment, relocation to another town or city, reclassification, lay-off or demotion of permanent Employees, the Company will notify the Union of such change. The notification shall be given at least ninety (90) calendar days prior to the date of implementation of the technological change. The notice shall be in writing and contain:

  - (a) the nature of the technological change;
  - (b) the date of implementation of 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 job status or working conditions of the Employees affected.
- (iii) Should the Company fail to provide the notice described in this Article, it will be prevented from relocating, laying off, or demoting any permanent Employee affected by the technological change, until either an agreement is reached with the Union on the implementation of the change or ninety (90) calendar days have elapsed, whichever comes first. In no event will the Company be constrained by this Article following the conclusion of the ninety (90) day notice period.

- (iv) The Company and the Union will make every reasonable effort to prevent the lay-off, as a result of technological change, of any Employees regularly employed in a position in the Bargaining Unit, provided Employees will accept relocation, reassignment and/or retraining.
- (v) Should it become necessary to relocate an Employee due to technological change, the provisions of the SaskPower/UNIFOR Local 649 Employee Relocation Policy will apply.
- (vi) The notice under this Article will run concurrently with all other notice requirements. This Article shall not be interpreted as specifying the number of Employees deemed to be "significant" for the purposes of Section 43 of the Trade Union Act.

#### 2.06 Health, Safety and Industrial Relations Training

The Company will participate in the UNIFOR Health, Safety and Industrial Relations Training Fund by contributing \$60.00/year for each permanent Employee belonging to the Union as of December 31. Payments will be made to the Fund in January of each year. *On or before December 31 UNIFOR will provide SaskPower a yearly breakdown where the funds were allocated.*

### ARTICLE 3 - UNION SECURITY

#### 3.01 Union Membership

Every Employee of the Company who is now, or hereafter becomes a member of the Union, shall maintain membership in the Union as a condition of employment.

#### 3.02 External Labour Disputes

In the event an external labour dispute disrupts any of SaskPower's operations, the Union and Company will meet to discuss the impact of the dispute on the Employees and business. Either party will notify the other as soon as a dispute of this nature occurs, or if possible, prior to the dispute taking place. This dialogue process should help reduce the negative impact of such an event on all parties concerned.

#### 3.03 New Employee Orientation Seminars

- (i) The Company and the Union will jointly conduct New Employee Orientation Seminars for all full-time and part-time staff.
- (ii) The agenda will focus on programs and policies under Human Resources, Safety and Occupational Health, Union Membership and the Collective Bargaining Agreement.
- (iii) Every effort will be made to have Employees attend a seminar within six (6) months of their employment start date.
- (iv) Regular wages and expenses to conduct the seminar will be covered as per the Collective Bargaining Agreement for no more than two (2) Union Officers who are Employees of the Company.

#### 3.04 Sale of Business

Where the business or part thereof is sold, leased, transferred or otherwise disposed of, which results in the transfer of any Employee covered by this Collective Bargaining Agreement, to the purchaser, SaskPower shall, as a condition of the sale, through an agreement in writing with the person(s) acquiring the business or part thereof, assure the said person(s) are bound by the Collective Bargaining Agreement and the Collective Bargaining Agreement shall continue as if the business or part thereof had not been disposed of. The Collective Bargaining Agreement will be deemed to apply to the person(s) acquiring the business or part thereof to the same extent as if the agreement had originally applied to them or the agreement had been signed by them.

## **ARTICLE 4 - CHECK-OFF**

### **4.01 Union Dues**

- (i) At the request of the Union, the Company shall, on a monthly basis, deduct from the wages due to the Employee and remit to the Union the amounts of Union dues, initiation fees and/or assessments as designated by the Financial Secretary of the Union.
- (ii) Such amounts shall be deducted from full-time, part-time, temporary and casual Employees working in every classification under UNIFOR Local 649 jurisdiction for any period of time.
- (iii) Deductions shall continue to be made on behalf of any Employee who is assigned to substitute into or is temporarily appointed to an out-of-scope position. Deductions will continue for a period not greater than twelve (12) months unless otherwise agreed to. Deductions will be calculated at the Employee's regular rate of pay.
- (iv) All such monies so deducted shall be remitted to the Financial Secretary of the Union on each payday of the month.
- (v) The Company shall furnish to the Union, with such payment, a list of the names of those Employees for, and on behalf of, whom deductions have been made.

### **4.02 Employee Changes**

The Company agrees to furnish the Union monthly with names (in alphabetical order) and locations with respect to new hires, transfers and terminations from employment with the Company.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereafter be made, all of the rights, powers, and authority the Company had prior to the signing of the Agreement are retained by the Company and remain exclusively and without limitation with the rights of the Company.
- 5.02 The Company has the right to discipline, suspend, and discharge Employees for just cause. Any such action taken by the Company may be subject to the Grievance and Arbitration Procedure provided herein.
- 5.03 Prior to any changes affecting Employees, including but not limited to the relocation of Employees and/or departments, the Company shall in accordance with past practices discuss changes with the Union.

## **ARTICLE 6 - GRIEVANCES AND DISPUTES**

- 6.01 The Company and Union agree that the best solutions to local disagreements will most likely come from those who clearly understand and are closely associated with the issues. Therefore, this Article empowers Employees and line managers with the authority to resolve grievances at the local level. All grievances and disputes will be settled in accordance with the procedures outlined in this Article.
- 6.02 To be considered valid, formal grievances must be filed, in writing, with local Management within twenty-eight (28) calendar days of the incident; or, in the case of a policy grievance, no later than twenty-eight (28) calendar days from the date the Union realized such event had occurred. When appropriate, grievances should clearly indicate what provision(s) of the Collective Bargaining Agreement have allegedly been violated and a proposed solution.
- 6.03 In the case of a dismissal where a grievance is filed, the grievance procedure shall commence at Step 2.
- 6.04 Grievances arising from a job appointment are to be submitted to Human Resources and the grievance procedure shall commence at Step 2. If an appointee is displaced as a result of a grievance on an appointment, the Company shall pay all expenses incurred by the appointee.

- 6.05 The time limits contained within this Article may be extended by mutual agreement of the parties.
- 6.06 In the discussion of grievances with representatives of the Company, a member or members of the Grievance Committee may, at any time, be accompanied by representatives of UNIFOR. The Employee representatives of the Union shall not exceed three (3) in number, except by mutual consent.
- 6.07 As far as possible, all grievance hearings will be dealt with on the Company's time and no Employee or member of the Grievance Committee will suffer loss of pay by reason of the time spent in discussing grievances with representatives of the Company.
- 6.08 The Company will pay all necessary and reasonable traveling expenses incurred by a member of the Grievance Committee, including board and lodging, when a member is required to attend a meeting which has been called by the Company outside such member's location.
- 6.09 The Union shall supply Human Resources with a current list of the names, work locations, and classifications of the Grievance Committee and Union Stewards.
- 6.10 Grievance Procedure

Employees who feel that any provision of the Collective Bargaining Agreement has been violated, or that they have been unjustly disciplined are encouraged to discuss the incident with their immediate out-of-scope Supervisor and a Representative of the Union in an effort to reach a resolution.

Should a resolution not be reached at this point, a formal grievance may be filed.

**Step 1** A formal grievance, in writing, will be filed with the immediate out-of-scope Supervisor. The immediate out-of-scope Supervisor shall, within ten (10) working days from Union notification of a grievance, schedule and hold a grievance hearing with the Union.

The immediate out-of-scope Supervisor shall render a decision, in writing, to the Representative of the Union with a copy to Human Resources, within five (5) working days of having heard the grievance, or the grievance will automatically proceed to Step 2.

If the Representative of the Union is not prepared to accept the decision, they shall notify, in writing, the immediate out-of-scope Supervisor within seven (7) working days from receipt of the decision and the grievance will be referred to the Union Grievance Committee.

Should the Union Grievance Committee choose to process the grievance to Step 2, the Union shall notify, in writing, Human Resources within seven (7) working days of receipt of the decision.

**Step 2** Human Resources shall, within ten (10) working days of receipt of such notification, schedule and hold a hearing of the grievance with the appropriate Vice-President or designate. The Vice-President or designate, having heard the grievance, shall render a decision, in writing, to the Union Grievance Committee, with a copy to Human Resources, within five (5) working days.

Should the Union intend to process the grievance further, they shall notify, in writing, Human Resources and the Vice-President or designate within seven (7) working days of receipt of the decision and the grievance will proceed to Step 3.

**Step 3** Human Resources shall, within five (5) working days of receipt of such notification, arrange for a hearing of the grievance by the President or designate. The President or designate, having heard the grievance shall render a decision, in writing, to the Union Grievance Committee, with a copy to Human Resources, within ten (10) working days.

6.11 Arbitration

- (i) Either party to this Agreement, after exhausting the grievance procedure established by the Agreement, may notify the other party, in writing, within five (5) working days of intent to submit the alleged violation, or difference, to arbitration or the matter will be considered to have been

satisfactorily settled in Step 3.

- (ii) Each party shall be responsible for the cost of its witnesses in accordance with arrangements made by the party for such witnesses. The expenses of the arbitrator and for the place of the arbitration hearing shall be shared equally by the two (2) parties.

#### 6.12 Selection of an Arbitrator

- (i) The Company and Union will meet within ten (10) working days of notification by either party, in writing, to discuss potential candidates and select an arbitrator by mutual agreement.
- (ii) Should mutual agreement not be reached within ten (10) working days, the selection of an arbitrator will be made by the Minister in Charge of the Saskatchewan Trade Union Act.
- (iii) When an arbitrator has been selected, a meeting shall be arranged to hear the evidence of both parties as soon as possible.

#### 6.13 Powers of the Arbitrator

- (i) The arbitrator shall not deal with more than one (1) grievance at a time, except by mutual agreement between the Union and the Company.
- (ii) The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement.
- (iii) The arbitrator may consider only the particular issue or issues presented and the decision must be based solely on the interpretation of the provisions of this Agreement.
- (iv) The decision of the arbitrator shall be final and binding on both parties, and upon any Employee affected by it.

### **ARTICLE 7 - DISCIPLINE**

7.01 In the event the Company is considering the discipline of an Employee the Supervisor shall, prior to making a decision, discuss the situation with the Employee in the presence of the Shop Steward or Union Representative to give the Employee the opportunity to be heard.

7.02 The Supervisor shall then further investigate the situation, if appropriate, after the Employee has been heard and render a decision, in writing, to the Employee, the Union Steward, the Union Office, and Human Resources.

7.03 If the Supervisor feels that the Employee should leave the worksite immediately because of the nature of the incident, the Employee will be on suspension pending an investigation.

7.04 Should the Company consider that an Employee's actions warrant dismissal, such Employee shall be dismissed. Any such action, with reasons, will be recorded, in writing, to the Employee, with copies to the Union Steward, the Union Office, and Human Resources.

7.05 Employees serving probation as a result of discipline shall have such probation suspended for the equivalent time they are away from work for any reason other than assigned days of rest.

7.06 Should any disciplinary action be found not to be in accordance with the provisions of this Agreement, the Employee shall be promptly returned to former status in all respects and shall be compensated for net loss of earnings suffered by reasons of such disciplinary action.

7.07 Employees, who are subject to discipline, shall be accountable for their actions regardless of their participation in the Employee and Family Assistance Program (EFAP).

#### 7.08 Corporate Personnel Files

- (i) Arrangements will be made for Employees to view the Corporate personnel file maintained under the Employee's name by means of a written request from the Employee to Human



Resources.

- (ii) Employee requests for the removal of any detrimental document that has been on file for over a two (2) year period must be forwarded to Human Resources by the Union Office. Removal of such documents is subject to agreement between the Company and the Union.

## **ARTICLE 8 – SENIORITY**

### **8.01 New Employee Probation**

All new Employees shall be on probation until such time that they have established seniority in accordance with the provisions of this Article.

### **8.02 Establishment of Seniority**

- (i) The seniority of an Employee shall be established from the date when such Employee last commenced service with the Company within the jurisdiction of this Bargaining Unit, subject to the exceptions and conditions of this Article.
- (ii) Employees who have entered or who hereafter enter the service of the Company from any utility acquired by the Company shall, in addition, be credited with their length of seniority in the same acquired utility as calculated in accordance with the provisions of this Article.
- (iii) An Employee entering the jurisdiction of this Bargaining Unit shall not establish seniority until employed in a position for one hundred and eighty (180) calendar days after which seniority shall be retroactive to the date the Employee last entered the jurisdiction of this Bargaining Unit.
- (iv) When an Employee has accumulated total absences in excess of ten (10) working days as a result of sickness, accident, or other approved leaves, the Company may extend the one hundred and eighty (180) calendar day period by the total number of working days lost by reason of such absences. Other extensions of the one hundred and eighty (180) day period may be agreed upon between the Company and the Union.

### **8.03 Accumulation of Seniority**

An Employee who has established seniority in accordance with this Article will thereafter accumulate seniority at the rate of one (1) day for each calendar day of continued employment with the Company.

### **8.04 Loss of Seniority**

An Employee's seniority shall be lost by reason of:

- (i) dismissal for just cause;
- (ii) voluntary resignation;
- (iii) leaving the Bargaining Unit except as provided for in 8.05;
- (iv) continuous lay-off due to lack of work for a period in excess of the seniority of the Employee at the time of lay-off;
- (v) termination of employment of a temporary Employee where the termination is the result of a failed probationary period;
- (vi) termination of employment of a temporary Employee for a period in excess of the seniority at time of termination;

for Employees terminated with bidding rights:

- (a) in accordance with Article 12.06(vi)(d), after a period equal to the Employee's seniority at time of termination until a maximum of two (2) years has elapsed; or,

- (b) in accordance with Article 10.10(xi) and 11.05, after a period equal to the Employee's seniority at time of termination until a maximum of one (1) year has elapsed.
- (vii) failure to report for work after the termination of a leave of absence unless the Employee can give satisfactory reason, in writing, for such failure to report;
- (viii) failure to accept a position offered by the Company in accordance with Article 12.06(vi)(b) or (c) within one (1) week after being notified, in writing, at the Employee's last known address, unless the Employee can give satisfactory reason, in writing, for such failure to accept the position in the time prescribed;
- (ix) failure to report for work within one (1) week after being notified of recall, in writing at the Employee's last known address following a lay-off, unless the Employee can give satisfactory reason, in writing, for such failure to report in the time prescribed.

8.05 Seniority for Out-of-Scope Positions

- (i) An Employee who is assigned to substitute into or is appointed temporarily to a position beyond the scope of any Collective Bargaining Agreement with the Company shall continue to accumulate seniority for a period not greater than twelve (12) months unless otherwise agreed to.
- (ii) An Employee who is appointed to a permanent position beyond the scope of any Collective Bargaining Agreement with the Company shall maintain, but not accumulate seniority and will not pay Union dues. The Employee will maintain seniority for bidding purposes only for a maximum period of twelve (12) months. Should the Employee continue in this position, all seniority will be lost.

8.06 Seniority Rosters

- (i) The Company will, in February of each year, prepare and post rosters in places accessible to all Employees showing seniority and *Job* titles of all Employees as of December 31 of the previous year.
- (ii) Any errors or omissions in the roster are to be brought to the attention of Human Resources for correction.
- (iii) Any correction shall be shown on a supplementary sheet.
- (iv) The Company will supply the Union with copies of said roster.

**ARTICLE 9 - STAFF REDUCTION AND BUMPING**

- 9.01 When reducing staff complement, Employees in the *jobs* affected in the department, at the headquarters, who have not acquired seniority will be terminated. If further reductions are required, Employees with the least seniority in the *jobs* affected in the department, at the headquarters, will be given lay-off notice.
- 9.02 Every attempt will be made through joint consultation to relocate the affected Employee(s) prior to a lay-off notice being issued, thus avoiding an undesirable disruption of the work force.
- 9.03 Grievances resulting from lay-off will be processed in accordance with Article 6.
- 9.04 Notice of Lay-off

Written notice of lay-off will be issued as far as possible in advance of the effective date, but in any case, will not be less than:

<b>Employee Seniority</b>	<b>Min. Written Notice</b>
less than 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	4 weeks

5 years or more but less than 10 years    6 weeks  
10 years or more                                8 weeks

#### 9.05 Bumping Provisions

- (i) In order to bump, Employees must possess the minimum qualifications for the position. Job specific training requirements will be maintained.
- (ii) Employees on non-standard rates of pay will continue to receive the non-standard rate if they bump, however they must use the maximum rate of their home position to determine bumping privileges.
- (iii) The definition of an equal *job* is one which has the same hourly rate of pay at the top of the pay band.
- (iv) Headquarters is defined as the work location identified on the seniority roster, errors and changes excepted.
- (v) The Area boundaries are defined by the Customer Services Area map.

#### 9.06 Bumping Procedure

- (i) An Employee who has been given notice of lay-off and who intends to utilize the bumping process must notify the Company of their intention to bump within seven (7) calendar days of the notice of lay-off and must bump within two (2) weeks of their effective lay-off date.
- (ii) A laid off Employee may:
  - (a) bump the Employee having the least seniority in the same *job* at the headquarters, or within the area boundary, or in the bargaining unit; or,
  - (b) bump the Employee having the least seniority in any equal *job* at the headquarters, or within the area boundary, or in the bargaining unit; or,
  - (c) bump the Employee having the least seniority in any lower *job* at the headquarters, or within the area boundary, or in the bargaining unit; or,
  - (d) go on lay-off.

#### 9.07 Relocation

Employees required to relocate as a result of exercising any one of the above methods of retaining employment shall be entitled to the provisions of the UNIFOR Local 649 Employee Relocation Policy.

#### 9.08 Red Circling

Employees redeployed to lower level positions, either through bumping or placement, will maintain their regular rate of pay for a maximum period of eighteen (18) months.

#### 9.09 Permanent Employee in Temporary Position

An Employee holding a position of predetermined duration who is issued a lay-off notice may displace (bump) the Employee having the least seniority in the Bargaining Unit in the same, equal-level or lower-level *job* as that last held on a permanent basis.

#### 9.10 Bumping to a Training Position

An Employee who elects to displace (bump) into a formalized training *job* must have more seniority and must possess the entrance qualifications for the step in the range which the junior Employee occupies.

#### 9.11 Recall Opportunities

An Employee on lay-off who holds the minimum qualifications for temporary or casual employment opportunities that become available may:

- (i) apply for vacant positions in accordance with Article 10 or 11; and/or,
- (ii) indicate on the lay-off notice the type of work and working location(s) acceptable.

#### 9.12 Termination after Lay-off

- (i) Termination of employment shall result if an Employee fails to report to work within seven (7) calendar days after being notified of recall, in writing, at the Employee's last known address, unless satisfactory written reason can be given for such failure to report within the time prescribed.
- (ii) Following the date of lay-off, an Employee who does not obtain a position within a time period equal to the seniority possessed shall be terminated.

### **ARTICLE 10 - FILLING VACANCIES IN PERMANENT POSITIONS AND LONG-TERM TEMPORARY VACANCIES**

#### 10.01 Long-term vacancies include:

- (i) vacancies in new or existing permanent positions;
- (ii) temporary vacancies of more than one hundred and eighty (180) calendar days in permanent positions except for temporary vacancies of three hundred and sixty-five (365) days or less caused by a leave of absence for maternity, parental/adoption or deferred salary; and,
- (iii) vacancies of more than one hundred and eighty (180) calendar days in new temporary positions.

#### 10.02 Long-term vacancies within the scope of this Agreement will be bid and filled in accordance with this Article.

#### 10.03 In the case of either 10.01(ii) or (iii), out-of-scope staff must refrain from doing duties that are normally performed only by in-scope Employees, except where the training of Employees requires demonstration of duties or except when emergency conditions require immediate action.

#### 10.04 If the Company decides not to fill a vacant permanent position within the scope of this Agreement, the Company and the Union will discuss the reasons for that decision prior to such announcement on a job bulletin.

#### 10.05 The extension of a temporary appointment beyond the time limits noted on the job bulletin will occur only by mutual agreement between the Company and the Union. Should mutual agreement not be reached and the Company still requires the vacancy to be filled, the vacancy will be bid in accordance with this Article.

#### 10.06 Job Bulletins

All Postings/Job Bulletins shall:

- (i) be posted in places accessible to all Employees;
- (ii) be supplied immediately to the Union;
- (iii) be issued within seven (7) calendar days of the Company having knowledge of a vacancy;
- (iv) be open for a period of at least ten (10) calendar days, but not exceeding thirty (30) calendar days;
- (v) include the exact title, department, location, pay band and range of pay for the position, and in

the case of a temporary position, the beginning and anticipated end dates and a note reiterating 10.10(vi); and,

- (vi) include a description and the minimum qualifications required for the position.

#### 10.07 Bid Procedure

- (i) Employees may apply for bulletined positions by means of written applications to Human Resources, which may be forwarded by mail, facsimile, electronic mail, or personal delivery.
- (ii) The Company shall confirm receipt of applications to Employees.
- (iii) Applications for bulletined positions will only be considered when received in Human Resources by midnight on the closing date of the job bulletin.
- (iv) A summary of all applications for each position shall be sent to the Union prior to the announcement or appointment. A bid file shall be maintained by the Company and be made available to the Union upon request.

#### 10.08 Bid Withdrawal

Withdrawal of an application for a position will be permitted if it is received in writing by mail, facsimile, electronic mail, or personal delivery in Human Resources by midnight on the closing date of the job bulletin.

#### 10.09 Joint Assessment Process for In-Scope Jobs

- (i) A Joint Assessment Process will be utilized as one of the qualifications for in-scope supervisory positions and other positions that require a specialized skill or knowledge. The Company and the Union will discuss the *job* for which the Joint Assessment Process may be appropriate. The Joint Assessment Process will consist of an aptitude test, an interview, and completion of case studies relevant to the position.
- (ii) Senior applicants who meet all other qualifications will participate in the Joint Assessment Process. Successful completion of the assessment process will qualify candidates for the position. The senior qualified candidate will be appointed to the position.
- (iii) The actual content of the Joint Assessment Process will be subject to mutual agreement between the Company and Union.

#### 10.10 Appointments

- (i) Applicant qualifications for the purpose of making an appointment are those possessed at the closing date of the job posting, as documented on the Employee's Corporate personnel file retained in Human Resources. It is the Employee's responsibility to ensure qualifications are current in their Corporate personnel file.
  - (a) *For those jobs that require a valid driver's license, the applicant, if deemed qualified for the position, must provide proof that they hold a valid driver's license, appropriate for the position, to the supervisor of the position being applied for, prior to being appointed to the position. If the aforementioned applicant does not possess this requirement they shall be bypassed in the competition.*
  - (b) Arrangements will be made for Employees to view the Corporate personnel file maintained under the Employee's name by means of a written request from the Employee to Human Resources.
- (ii) A permanent full-time Employee who has successfully completed their probationary period in the *job* currently held shall be deemed to be qualified for that *job*. The deemed qualifications will:
  - (a) not be transferable or valid for the purposes of bidding on other *job*; and,
  - (b) only be maintained while the Employee remains in the *job*.

- (iii) Applicants who have not completed at least six (6) months in their current position, shall not necessarily be considered, unless they have stated a good and sufficient reason(s), for applying for a position that does not represent a promotion. For the purpose of this clause, the closing date of the present job bulletin to the closing date of the new job bulletin, shall determine the six (6) month period.

For the purposes of this Article promotion refers to:

- (a) a move from one position to another wherein the top hourly rate of pay for the new position is greater than the top hourly rate of pay of the Employee's current position; or,
  - (b) a move from temporary to permanent employment status; or,
  - (c) a move from permanent part-time to permanent full-time.
- (iv) When two (2) or more senior qualified applicants have equal seniority, the tie will be broken by means of a random draw and the applicant selected will be appointed. The draw will be conducted by the Company and witnessed by a representative appointed by the Union.
  - (v) Permanent full-time Employees will not be appointed to permanent full-time, temporary full-time, or temporary part-time positions in the same *job* in the same bid location as their home position.
  - (vi) A permanent Employee who bids and is appointed to a temporary position with a duration of more than one hundred and eighty (180) calendar days will, at the expiration of the temporary appointment return to their home position.
  - (vii) All job bulletins shall be filled by appointing the senior qualified applicant, provided this Employee has the ability to satisfactorily perform the duties.
  - (viii) When there are no qualified applicants for a bulletined position and the Company intends to fill the position from the applicants, the most senior applicant possessing the minimum educational and recognized trade qualifications (including typing speed) shall be appointed.
  - (ix) The name of the successful applicant or a decision that the Company is unable to fill the bulletined position from amongst its Employees shall be posted within fourteen (14) calendar days following the closing date shown on the job bulletin.
  - (x) In the event the Company does not fill the bulletined position from amongst its Employees, the Company shall have a further ninety (90) calendar days (from fourteen (14) calendar days after the closing date) in which to make an appointment from persons other than Employees of the Company. If no appointment is made within this period and the necessity for filling the position or vacancy still exists, a new job bulletin will be issued and posted.
  - (xi) Unless otherwise agreed to by the Union, temporary Employees shall be terminated at the expiration of the time periods identified in Article 10.01(ii) and (iii) above and cannot be rehired into the same *job* in the same bid location for a two (2) week period. Temporary Employees having attained seniority, who are terminated under this Article, will maintain seniority for bidding purposes only, for a period equal to the Employee's seniority at time of termination until a maximum of one (1) year has elapsed and are excluded from the provisions of Article 9.
  - (xii) If the Company is unable to fill the bulletined position from amongst its Employees or does not appoint the senior applicant, the Union or any senior applicant shall, upon request, be given written reasons for that decision.
  - (xiii) The provisions of the SaskPower/UNIFOR Local 649 Employee Relocation Policy are applicable.

#### 10.11 Appointment Date

An Employee having been appointed to a position shall be paid at the applicable rate effective on the date of commencing work in the position. In no case however, shall the effective date be more than one (1) month from the date of the announcement of the appointment, unless the starting date is otherwise defined on the job bulletin.

#### 10.12 Probation Period

- (i) An Employee having been appointed to a position within the scope of this Agreement shall be allowed one hundred and twenty (120) calendar days in which to prove capable of filling the position concerned.
  - (a) Should an Employee not prove capable of filling the position concerned within the one hundred and twenty (120) calendar days, the Employee shall revert to the position previously held without loss of seniority.
  - (b) When an Employee has accumulated total absences in excess of ten (10) working days as a result of sickness, accident, or other approved leaves, the Company may extend the one hundred and twenty (120) calendar day period by the total number of working days lost by reason of such absences. Other extensions of the one hundred and twenty (120) calendar day period may be agreed upon between the Company and the Union.
- (ii) An Employee appointed to a position beyond the scope of this Agreement shall be allowed the length of the probationary period for that position in which to prove capable of filling the position concerned. Should an Employee not prove capable of filling the position concerned within the probationary period, the Employee shall revert to the position previously held without loss of seniority.
- (iii) Should incapability be apparent prior to the expiration of the probationary period, the Employee may be reverted earlier without prejudice or loss of seniority.

#### 10.13 Displacement by Grievance

If an appointee is displaced as a result of a grievance on an appointment, the Company shall pay all expenses incurred by the appointee.

### **ARTICLE 11 – FILLING SHORT-TERM TEMPORARY VACANCIES (Includes Substitution Provisions)**

#### 11.01 Short-term temporary vacancies include:

- (i) temporary vacancies of three hundred and sixty-five (365) calendar days or less in permanent positions if the vacancy is caused by a leave of absence for maternity, parental/adoption, or deferred salary;
- (ii) temporary vacancies of one hundred and eighty (180) calendar days or less in permanent positions; and,
- (iii) vacancies of one hundred and eighty (180) calendar days or less in new temporary positions.

11.02 In all cases, out-of-scope staff must refrain from doing duties that are normally performed only by in-scope Employees, except where the training of Employees requires demonstration of duties or except when emergency conditions require immediate action.

11.03 Short-term temporary vacancies within the scope of this Agreement shall be filled by the Supervisor by either posting the position or by giving consideration to the options listed below:

- (i) Hold all or part of the work in abeyance, except where work involves the supervision of staff and such supervision continues to be a requirement during the vacancy; or,
- (ii) Assign all or part of the work to permanent full-time Employees in the same, equal or higher related *job* in the bid location; or,
- (iii) Substitute permanent full-time non-probationary Employees in the bid location (see 11.06).
  - (a) Substitution shall be offered in descending order of seniority to eligible permanent full-time non-probationary Employees within the next lowest related *job* in the bid location.

- (b) Should none of the Employees in (a) accept the offer of substitution, then the most junior eligible full-time non-probationary Employee in that *job* and bid location may be assigned the substitution.

If none of the above options are available, then:

- (iv) Assign all or part of the work to permanent part-time Employees in the same, equal or higher related *job* in the bid location.

If the above option is not available, then:

- (v) Substitute permanent part-time non-probationary Employees in the bid location (see 11.06).
  - (a) Substitution shall be offered to eligible permanent part-time non-probationary Employees in accordance with Appendix 3 (2. Coverage for Temporary Vacancies).
  - (b) Should none of the Employees in (a) accept the offer of substitution, then the most junior eligible part-time non-probationary Employee in that *job* and bid location will be assigned the substitution.

If the above option is not available, then either (vi) or (vii):

- (vi) Reassign or substitute permanent full-time or part-time Employees in related *job* from a different bid location, as follows:
  - (a) offer the work to the permanent full-time Employees in a different bid location in order of seniority; should they all decline, then,
  - (b) offer the work to the permanent part-time Employees in the bid location chosen in (a) above, in order of seniority; should they all decline, then,
  - (c) offer the work to the temporary Employees in the bid location chosen in (a) above, in order of seniority; should they all decline, then,
  - (d) reassign or substitute the least senior Employee (scheduled to work) in the bid location chosen in (a) above (in this instance, the temporary vacancy created by the reassigned/substituted Employee will not be backfilled); or,
  - (e) the Company may repeat the steps above, but from a different bid location; or,
- (vii) Assign/hire temporary staff.

#### 11.04 Permanent Employee Bidding Temporary Position

Unless mutually agreed otherwise, a permanent Employee who bids and is appointed to a temporary position with a duration of one hundred and eighty (180) calendar days or less must, at the expiration of the temporary appointment, secure another position by:

- (i) job bid; or,
- (ii) bumping on the basis of the *job* and location of the home position held immediately prior to the temporary appointment.

#### 11.05 Temporary Employees

Unless otherwise agreed to by the Union, temporary Employees shall be terminated at the expiration of the time periods identified in Article 11.01 and cannot be rehired into the same *job* in the same bid location for a two (2) week period. Temporary Employees having attained seniority, who are terminated under this Article, will maintain seniority for bidding purposes only, for a period equal to the Employee's seniority at time of termination until a maximum of one (1) year has elapsed and are excluded from the provisions of Article 9.



## 11.06 Substitution

### (i) Assignment

- (a) The assignment of Employees to substitute into positions in higher related *job* is a recognized and necessary way of getting work done. Substitution occurs only by assignment and neither the Employee nor the Supervisor should assume that it takes place without such assignment.
- (b) When an offer of substitution is made, Employees declining the substitution must do so in writing to their Supervisor. If Employees decline substitution, those Employees will not be considered for substitution until they give written notice to their Supervisor stating that they are interested in substituting.

### (ii) Eligibility

- (a) Employees shall be offered the appropriate training to adequately prepare them to carry out substitution requirements. Such training will be scheduled as soon as is practicable.
- (b) Unless an Employee has previous experience in the substitution *job* and/or has demonstrated that they can perform the required functions, they shall not be offered substitution until they have held their bid position for a minimum of six (6) months.
- (c) Should an occasion arise where the senior Employee does not possess the ability to perform the fundamental requirements of the higher *job*, the Company may offer the substitution to the next most senior Employee in the bid location who has the ability to perform the work.

### (iii) Substitution Differential

- (a) Employees observing or assisting another Employee or Supervisor, or who are performing the work on their own, but are not fully responsible for the work, are considered to be in training. Employees in training will not be paid a substitution differential.
- (b) An Employee temporarily assigned to substitute in a higher *job* shall be paid for all hours worked at the rate for the higher *job*.
- (c) Where the higher *job* has a pay range, the Employee shall be paid at the pay step in the range which ensures an increase.
- (d) An Employee who has received differential pay for substituting in a higher *job* for sufficient time to qualify for the next pay step in the range shall be paid the applicable rate for subsequent periods of substitution in that *job*.

### (iv) Substituting Out-of-Scope

- (a) Out-of-scope substitution shall be offered at the Company's discretion and seniority may not be considered.
- (b) An Employee designated by the Company to substitute into a position beyond the scope of this Agreement shall, in addition to all other benefits under this Agreement, receive a differential of at least 6% above the highest hourly rate of pay in the highest pay band of the Employees being supervised. For all other substitution into positions beyond the scope of this Agreement, the Employee shall receive a differential of at least 6% above their hourly rate of pay for the period involved.
- (c) All overtime worked will be payable at the applicable overtime rate of the Employee's home position.

## 11.07 Extension of Temporary Appointments

The extension of a short-term temporary appointment or assignment beyond the time limits outlined in Article 11.01 will occur only by mutual agreement between the Company and the Union. Should

mutual agreement not be reached and the Company still requires the vacancy to be filled, the Company will establish a new temporary vacancy and fill it in accordance with Article 10 or Article 11, whichever is appropriate.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 All requests for leaves of absence except those in cases of emergency covered by pressing necessity or bereavement, shall be confirmed, in writing, by the Employee concerned.

12.02 Shift Employees shall give adequate notice for rearranging of shifts before returning from a leave of absence.

12.03 Leave for Union Business

- (i) Leave of absence without pay but with maintenance and accumulation of seniority and superannuation rights (and credits) shall be granted to any designated Employees for the conducting of Union business.
- (ii) Employees requesting such leaves will give the Supervisor as much notification time as possible, but in any case:
  - (a) For periods not in excess of two (2) weeks, the Employee's out-of-scope Supervisor must have the request for leave such that the Supervisor has had at least three (3) working days notice.
  - (b) For periods in excess of two (2) weeks but less than two (2) months, five (5) working days notice is required.
  - (c) For periods of two (2) months or more but not exceeding three (3) years, one (1) month's notice is required. No more than two (2) Employees at any given time will be permitted leave of such duration.
  - (d) Upon thirty (30) calendar days notice from the Union, the Company will negotiate seniority and superannuation rights for Employees who leave the Company's service for Union business other than as provided for herein.

12.04 Negotiating Committee Leave

- (i) The two (2) week time limitation and the forty-eight (48) hours' notice time referred to above may, when necessary, be waived in respect to leave required by the Negotiating Committee of the Union.

12.05 Maternity, Adoption and Parental Leaves of Absence

- (i) To be eligible for maternity, adoption or parental leave an Employee must be currently employed with the Company and have worked at least sixteen (16) weeks in the last fifty-two (52) weeks immediately preceding the day on which the leave commences.
- (ii) The Employee shall submit an application for leave with as much advanced notice as possible.
- (iii) Seniority shall accumulate while on leave.
- (iv) Company service time will accumulate during the leave. However, the time on leave will not accumulate toward anniversary dates for pay increments.
- (v) Vacation and sick leave credits accumulated prior to commencement of the leave will be maintained, but will not accumulate while on leave.
- (vi) The leave must be taken within the period that starts twelve (12) weeks before the estimated date of birth or adoption and ends fifty-two (52) weeks after the actual date of birth or adoption.
- (vii) The Employee's current position will be held open to return to upon expiration of the leave.

- (viii) Failure to return to work at the expiration of the leave shall result in automatic termination of employment. Extensions will be considered in cases of extenuating circumstances.
- (ix) Should the Employee wish to return to work prior to the expiration of the leave, the Employee is required to give ten (10) calendar days notice of the date of return. Employees returning early from maternity leave must supply medical certification stating that she is medically fit to perform her job.

#### Maternity/Adoption Leave

- (i) A birth mother, or the primary caregiver of an adopted child, is entitled to eighteen (18) weeks unpaid leave.
- (ii) Employees requesting maternity leave must provide a medical certification which specifies that the Employee is pregnant and the estimated birth date.
- (iii) Employees requesting adoption leave must provide documentation from the adoption agency of the estimated date of adoption.
- (iv) A Supplementary Maternity Benefits (SMB) Plan is available to Employees on approved maternity leave. This plan applies for the period of leave that the Employee is in the seventeen (17) week Employment Insurance maternity benefits period (which includes the two (2) week waiting period). A seventeen (17) week return for service commitment is required.

Note: Employees should contact Human Resources for more information.

#### Parental Leave

- (i) Parental leave will consist of a period of not more than thirty-four (34) weeks for Employees who have taken maternity or adoption leave.
- (ii) Parental leave will consist of a period of not more than thirty-seven (37) weeks for Employees who have not taken maternity or adoption leave.

Note: At any one time, Employees are eligible for a maximum fifty-two (52) weeks (twelve (12) months) of combined Maternity/Adoption and Parental Leaves.

#### Temporary Employees

- (i) Temporary Employees will receive leave only for the duration of their term of employment to a maximum of twelve (12) months. On the last date of the term of employment, the Employee will be terminated in accordance with Article 10.10(xi) and 11.05 (subject to any extensions the Employee may have received). Leave and the associated benefits will also be terminated at this time.
- (ii) A temporary Employee on leave who is appointed to a bulletined position will have their leave extended to a maximum of twelve (12) months from the beginning of the leave.
- (iii) A temporary Employee who has been terminated in accordance with Article 10.10(xi) and 11.05 and is appointed to a bulletined position will be required to report for duty on the start date indicated by the Supervisor.

#### 12.06 Personal and Educational Leave

- (i) Upon receipt of reasonable notice, leave of absence may be granted for good and sufficient reason, without pay, but with maintenance and accumulation of seniority and superannuation rights (and credits).
- (ii) The leave shall be granted for periods not to exceed the total accumulated seniority of the Employee, up to a maximum of one (1) year.
- (iii) In cases of leaves in excess of four (4) months, the Company will notify the Union as an

information item.

- (iv) In no case will an Employee be granted a leave of absence for educational purposes if such Employee does not have at least one (1) year continuous service with the Company.
- (v) Employees on such leaves of absence shall not be restricted from bidding on vacant positions, however, upon appointment to the new position their leave of absence will be terminated. The Employee may apply for a new leave of absence from their new position.
- (vi) *The position of an Employee granted a leave of absence in excess of four (4) months may be bulletined on a permanent basis and may not be available when the Employee returns.* An Employee returning from such leave of absence must secure another position through the job bidding procedure, or may be considered for temporary employment within the Employee's capability. An Employee who advises the Company, in writing, (including their current address and location where they would be willing to accept employment), that they are available for work but does not secure employment at the expiration of the leave of absence will be terminated but will maintain seniority, for the purposes of bidding only, until:
  - (a) the Employee secures another position through the job bidding procedure; or,
  - (b) for permanent full-time Employees, a vacant permanent full-time UNIFOR position is posted in the location specified by the Employee for which the Employee is qualified and there is no appointment from amongst the applicants, the Company offers the position to the Employee and the Employee declines; or,
  - (c) for permanent part-time Employees, a vacant permanent part-time UNIFOR position is posted in the location specified by the Employee for which the Employee is qualified and there is no appointment from amongst the applicants, the Company offers the position to the Employee and the Employee declines; or,
  - (d) a period of time, equal to the length of their seniority to a maximum of two (2) years, has elapsed.
  - (e) The Employee is excluded from the provisions of Article 9.

#### 12.07 Campaigning/Filling Public Office

Upon receipt of reasonable notice, leave of absence without pay, but with maintenance and accumulation of seniority and superannuation rights and credits, shall be granted to any Employee for the purpose of campaigning for and filling of elected Public Office in either the Municipal, Provincial, or Federal level of Government.

#### 12.08 Voting Time

The Company shall ensure that every Employee has appropriate free time, in accordance with the applicable election legislation, for the purpose of voting on election day. Any Employee whose hours of work leave less than the legislated time free during the period polls are open shall be allowed such time off with no deduction from pay as may be necessary to make up the full legislated period of consecutive hours of free time.

#### 12.09 Court Duty

The Company will maintain the regular wage of an Employee subpoenaed as a Witness or called to serve on a Jury panel. Employees are required to remit to the Company any court payment which is received in lieu of wages.

#### 12.10 Deferred Salary Leave

Employees may request Deferred Salary Leave, details of which are available from Human Resources.

#### 12.11 Pressing Necessity

Special leaves of absence, with pay, shall be granted at the discretion of the out-of-scope Supervisor in cases of pressing necessity. Such leaves shall not exceed what, in the opinion of the Supervisor, is a reasonable period of time. Payment for such leaves may be deducted from accrued sick leave credits. Pressing necessity is defined as a situation that is urgent and unforeseen.

#### 12.12 Family Leave

Permanent employees will be eligible for three (3) days (or equivalent hours) family leave with pay each year for attending to family responsibilities.

Students and temporary employees will be eligible for one day (or equivalent hours) leave with pay for every four (4) months of consecutive employment.

To be eligible for paid family leave, the Employee must have enough sick leave to cover the amount of family leave being requested. Employees must make every effort to schedule family responsibilities so as to minimize workplace disruption and time away from work. Employees will request family leave, from their out-of-scope Supervisor, as far in advance as possible. Payment for family leaves will be deducted from sick leave credits. Unused family leave days shall not be carried over from one (1) calendar year to another.

#### 12.13 Bereavement - Immediate Family

- (i) Immediate family:
  - (a) is defined as father, mother, father-in-law, mother-in-law, spouse (includes common-law and same sex), brother, sister, son, daughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, and other relatives who regularly reside with the Employee; and,
  - (b) includes step relatives as listed above (e.g., step-father, step-mother, etc.).
- (ii) In the event of a death in the Employee's immediate family, the Employee will be entitled to five (5) working days bereavement leave as follows:
  - (a) leave of absence with pay for the working days which fall within the first five (5) calendar days immediately following the date of death; and, if applicable,
  - (b) leave of absence without pay for any additional work days which fall after the period defined in (a) above, up to and including the fifth work day immediately following the date of death.
- (iii) An additional day leave of absence with pay will be granted on the day of the funeral if the funeral falls on a working day outside the five (5) calendar day period defined in (ii)(a) above.
- (iv) Should a death occur in the Employee's immediate family while the Employee is on vacation leave, and the Employee provides suitable notification of the death to the Supervisor and requests bereavement leave, the Employee's vacation will be cancelled effective the date of death and (ii) above will apply.

#### 12.14 Bereavement

To attend the funeral of a close friend, fellow Employee, or relative, up to a maximum of one (1) work day may be granted the Employee as leave of absence with pay.

### **ARTICLE 13 - SAFETY AND HEALTH**

13.01 The Company shall make reasonable provision for the safety and health of the Employees during the hours of their employment and provide protective devices and other equipment necessary to protect Employees from injury. The Union may bring to the attention of the Company recommended suggestions in this regard and such matters shall be subject to negotiation between the Company and the Union.

- 13.02 The Company will provide and maintain, as far as practicable, suitable first-aid equipment and facilities, lunchroom, locker, washroom, shower, and sanitary facilities. The Union agrees to cooperate fully with the Company in the maintenance of this service.
- 13.03 In cooperation with the Union, a set of safety rules shall be set up which will adequately cover all hazardous phases of the Company's operation. Such rules, prepared in booklet form, shall be mandatory on all parties affected.
- 13.04 An adequate educational program shall be instituted and maintained to ensure that such safety rules are understood and adhered to by all members of the staff.
- 13.05 (i) The Company will provide protective clothing to Employees where conditions are such that there is abnormal wear on the Employee's clothing.
- (ii) For Employees that are primarily required to work indoors, the Company will make available protective clothing suitable for extreme weather when such Employees are required to work outdoors in these conditions.

#### **ARTICLE 14 - SICK LEAVE**

##### **14.01 Accumulation of Credits**

- (i) All Employees shall accumulate sick leave credits at the rate of 1.25 days for each calendar month, or majority fraction thereof, spent in the service of the Company.
- (ii) Sick leave credits will accumulate from the date of the commencement of employment and shall be cumulative over a period of the Employee's total length of service.
- (iii) No Employee shall accumulate sick leave credits in respect of any period during lay-off or leave of absence in excess of one (1) month, at any one time. However, this shall not apply to time spent by a negotiating committee in connection with negotiations or the period an Employee is on Workers' Compensation up to one (1) year.

##### **14.02 Companies Acquired by SaskPower**

Employees who were on the staff of other companies which were taken over by this Company, shall be entitled to have their service with such companies, up to a period of ten (10) years, granted as if it had been service with this Company, unless undertakings more favourable to the Employees had been agreed to by such companies. Employees so entitled by virtue of this Article shall be credited with two (2) weeks' sick leave for each year of service with such companies.

##### **14.03 Notification to Supervisor**

Every Employee who may be absent from duty on account of sickness or injury shall notify the immediate out-of-scope Supervisor or designate at once, and no Employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been unavoidable and satisfactory evidence of disability is furnished.

##### **14.04 Medical Examination and Certificate**

- (i) The certificate of a duly-licensed medical practitioner shall be furnished before payment is made under the sick leave benefits plan.
- (ii) In periods of illness not exceeding five (5) consecutive working days, the Employee's Out of Scope Supervisor, if satisfied the illness was of such a nature or of such duration as to not have required medical attention, may waive the requirement for a medical certificate. A medical certificate is required for all absences greater than five (5) consecutive working days.
- (iii) In order to ensure confidentiality, Employees shall forward all personal health information directly to the Return to Work Office (RTW Office).
- (iv) The Company will reimburse Employees for the cost of required medical documentation as

verified by receipt.

- (v) The Company reserves the right to call for an examination at any time by a Medical Professional designated by the Company and/or require an Employee to have a Medical Report forwarded to the RTW Office.

#### 14.05 Usage of Sick Leave Credits

- (i) For the purpose of this Article, absences resulting from the following causes shall be deducted from sick leave credits:
  - (a) sickness;
  - (b) preventative medical health treatments or examinations by a physician, specialist, dentist, optometrist, chiropractor, or chiropodist;
  - (c) injury, other than accidental injury arising out of and in the course of employment by the Company.
- (ii) To qualify for sick leave coverage, Employees must schedule preventative medical health treatments or examinations so as to minimize disruption and time away from work and must advise their out-of-scope Supervisor as far as possible in advance of the date, time, and location of their appointment.

#### 14.06 Subrogation

Should an Employee incur an accident that entitles them to payment of wages from a third party for lost time, the Company shall be reimbursed out of the amounts recovered by such Employee for the lost time. The reimbursement will be limited to the actual wages and benefits paid to the Employee by the Company for lost time for said accident. Sick leave credits used, as a result of the accident, will be reinstated to the value of their reimbursement.

#### 14.07 Canada Pension Plan Disability Benefits

In the event an Employee receives disability benefits under the Canada Pension Plan, remaining accrued sick leave credits shall be pro-rated to supplement such benefits to the total amount entitled to under this Article. Such supplement shall continue until the total accrued sick leave credits are exhausted or until the Employee returns to work, whichever occurs first.

#### 14.08 Short Term Disability Income Plan (Plan B)

- (i) In the event that an Employee has an illness or injury which qualifies for coverage under the Disability Income Plan and does not have sufficient regular sick leave credits to cover the waiting period required before receiving benefits under that Plan, the Company will pay the Employee 75% of his/her basic wage (less standard deductions) for that portion of the waiting period not covered by regular sick leave credits. For this consideration, the Company will retain benefits resulting from the Employee's share of reduced Employment Insurance premiums.
- (ii) In the event that an Employee has an illness or injury which does not qualify for coverage under the Disability Income Plan and does not have sufficient regular sick leave credits to cover the period they are absent from work, the Company will provide Plan B benefits after a five (5) working day waiting period from the time the Employee's regular sick leave credits expire. Plan B benefits will continue until the Employee returns to work or until the waiting period has elapsed, whichever comes first.
- (iii) The "waiting period" shall mean one hundred and nineteen (119) consecutive calendar days or eighty-five (85) non-consecutive scheduled work days from the date of illness or injury.
- (iv) Employees who are away from work and are receiving Plan B benefits will accumulate vacation credits for all such time. Vacation credit accumulation will be suspended while an Employee is receiving Disability Income Plan (DIP) Benefits.

#### 14.09 Shift Employees shall give adequate notice for rearranging of shifts before returning from sick leave.

14.10 Upon request to their out-of-scope Supervisor, an Employee will be issued a statement of sick leave credits.

## **ARTICLE 15 - DISABILITY INCOME PLAN (DIP)**

### 15.01 Disability Income Plan

- (i) Employees will participate in the Disability Income Plan that is available through Public Employees' Benefits Agency (PEBA).
- (ii) Employees shall be eligible for coverage the day after completing a waiting period of three (3) consecutive months.
- (iii) The Disability Income Plan premiums will be paid by the Company unless the Employee is on an approved Leave of Absence other than Maternity Leave.

### 15.02 Expiration or Denial of Disability Income Plan (DIP) Benefits

- (i) Employees who are not eligible for payments under DIP, have exhausted all sick leave credits, and are unable for substantiated medical reasons to work in any currently available position for which they are qualified, will be placed on lay-off until they are again eligible to receive payments from the DIP or are medically released to return to work.
- (ii) Employees laid off under the conditions of this Article must:
  - a) advise the Return to Work (RTW) Office of any changes to the place of residence and/or mailing address information, within four (4) weeks of such change;
  - b) submit current medical information to the RTW Office every six (6) months, and;
  - c) submit to the RTW Office any medical information that is received at any time which indicates any change in medical status and/or return to work potential and/or would aid in the appeal of a DIP decision, within four (4) weeks of receipt of such medical information.
- (iii) Employees on continuous lay-off in accordance with this Article will be deemed to have resigned and have their seniority extinguished, as per Article 8.04 (ii), as of the date the employee fails to comply with:
  - a) Article 15.02 (ii), or;
  - b) a medically acceptable treatment program and/or return to work plan as recommended by the employee's medical professional.
- (iv) Should such a laid-off Employee be released to return to work, the Employee's name will be referred to the RTW Committee which will pursue an acceptable placement of the Employee during the time the Employee still has seniority. Employees will lose their seniority by reason of continuous lay-off for a period in excess of the seniority of the Employee at the time of lay-off. When the seniority of the Employee has elapsed, the Employee will be terminated.

## **ARTICLE 16 – WORKERS' COMPENSATION (WCB)**

### 16.01 Maintenance of Wages

- (i) When an Employee is injured while working for the Company, and, as a result, qualifies for full compensation under the provisions of the Workers' Compensation Act, the Company shall pay such Employee for a period not exceeding one (1) year, an amount which, when combined with the Workers' Compensation payment shall ensure the maintenance of the Employee's regular basic wage less the amount of the Employee's normal income tax deduction.
- (ii) Any negotiated wage increases or salary increments that the Employee would have normally



been entitled to while in the *job* held prior to the injury shall be included as part of the regular basic wage.

- (iii) In the event that the Workers' Compensation Board payments are reduced within the year and the Employee refuses to accept light duties as recommended by the Board, the Company's payment may be proportionately reduced.
- (iv) Pending receipt of payments from the Workers' Compensation Board, an Employee shall receive advances up to the amount of the Employee's normal earnings, less income tax deductions. However, the Company may limit such advances to the amount of sick leave benefits held by the Employee at the commencement of the disability. Proof of disability, as for sick leave regulations, will be required before advances are made.
- (v) An Employee who is off work because of an injury which is the result of a compensable accident that occurred when the Employee was not in the employment of the Company, will be on leave of absence without pay if the Employee is receiving compensation payments.

#### 16.02 Referral to Return to Work Committee

If an Employee incurs a disability (arising from accidental injury) which prevents resumption of work in the occupation held prior to the injury and such Employee is capable of carrying out other duties, the Company and the Union may, notwithstanding the provisions of Article 10 and Article 11, mutually arrange for the Employee to undertake a position suitable to the circumstances. Both the Company and the Union will be cognizant of their mutual obligation to all Employees throughout this process.

#### 16.03 Vacation Credits (Pay) and Vacation Leave (Time Off)

An Employee's vacation credits and vacation leave will continue to accumulate for those period(s) of absence from work resulting from a compensable accident for which the Company makes up the Employee's basic wages as per the provisions of Article 16.01(i) of this Agreement.

An Employee's vacation leave will continue to accumulate during the time the Employee is under the provisions of the Workers' Compensation Act.

### **ARTICLE 17 - BENEFITS**

#### 17.01 Group Life Insurance

- (i) The Company will participate in a Group Life Insurance Plan and an extension plan (Dependent's Group Life Insurance Plan).
- (ii) The Company will pay the premiums for the first \$25,000.00 of insurance coverage for permanent full-time, part-time, and temporary Employees.
- (iii) Participation for eligible Employees is compulsory with contributions made by payroll deduction.
- (iv) Permanent Employees are issued a paid-up Life Insurance Policy in the amount of \$10,000.00 upon retirement.

#### 17.02 Dental Plan

Dental benefits shall be in accordance with the provisions of the Public Employee's Dental Plan, including regulations issued under authority of the Plan.

#### 17.03 Vision Testing

The Company will pay for an eye examination, once per year, for those persons working on Video Display Terminals (VDTs). Employees should contact their immediate Supervisor for more information.

#### 17.04 Employee and Family Assistance Program

The Company and Union agree to provide Employees and their immediate family members with voluntary confidential access to professional assistance for any problem that may affect their personal, family, or work life.

This program is available without cost to all Employees who have completed their initial probationary period, and their immediate family members such as a spouse, child, or other dependents living with the Employee. Retired Employees and their spouses are also eligible for the program for one (1) year after retirement. For further information, phone 1-800-493-EFAP (1-800-493-3327).

#### 17.05 Pension Plan

- (i) Pension benefits shall be in accordance with provisions of the Power Corporation Superannuation Act or the Public Employees Pension Plan, including regulations issued by authority of either said Act or Plan.
- (ii) Coverage under the Power Corporation Superannuation Act or under the Public Employees Pension Plan is not to be construed as also providing permanency of employment.
- (iii) The Company shall, whenever possible, notify the Union of any and all proposed amendments to the Power Corporation Superannuation Act.

#### 17.06 Group Medical Plan

- (i) The Company agrees to provide the funding required to pay the premium costs of a Group Medical Plan. The Employers' cost shall not exceed 1% of straight time payroll. In the event premium costs should exceed this figure in the future, the Employee shall be responsible for making up the difference either through a reduction in benefits or through co-payment of premiums. Any such changes will be discussed with the Union prior to making such change.
- (ii) Temporary Employees will be included under the provisions of 17.06(i).

#### 17.07 Benefits at Retirement

Upon notification of an Employee's intention to retire, the Company shall provide to the Employee information on benefits that are available at retirement.

### ARTICLE 18 – MILLENNIUM PLAN

**\* Note: effective 2008, the name of the "Millennium RRSP" was changed to the "Millennium Plan".**

18.01 Subject to Article 18.03, SaskPower shall contribute an amount of money into an individual Registered Retirement Savings Plan (RRSP) in the Employee's name, or, at the Employee's option, to the Employee's existing Public Employees Pension Plan Account (PEPP) for each permanent Employee. The amount of the annual RRSP contributions will be:

- (i) prorated based on 1/12 for every calendar month worked in that calendar year,
- (ii) allocated on December 31 of each year,
- (iii) based on the Employee's status (full-time or part-time) and hourly rate of pay on the allocation date as follows:
  - a) times forty (40) hours for permanent full-time Employees;
  - (b) for permanent part-time Employees:
    - twenty (20) hours for those Employees working up to and including 50% of regular hours worked between November 01 of the previous calendar year and October 31 of the current calendar year;

- thirty (30) hours for those Employees working greater than 50% and up to and including 75% of regular hours worked between November 01 of the previous calendar year and October 31 of the current calendar year;
- forty (40) hours for those Employees working greater than 75% of regular hours worked between November 01 of the previous calendar year and October 31 of the current calendar year.

18.02 The Millennium Plan shall have restricted access conditions or lock in provisions attached to it such that the Employee will not be entitled to draw money from the Millennium Plan until such time as:

- (i) the Employee retires in accordance with the provisions of the SaskPower pension plan they are enrolled in; or,
- (ii) the Employee is permanently laid off; or,
- (iii) the Employee resigns; or,
- (iv) the Employee dies at which time the proceeds will be payable to the beneficiary designated by the Employee; or,
- (v) the Employee is terminated.

18.03 All permanent UNIFOR Employees on staff as of August 26, 2005 were given the option of enrolling in the Millennium RRSP and Employees electing not to enroll have done so irrevocably. Such Employees were required to sign a waiver releasing both SaskPower and the UNIFOR from responsibility for their decision.

18.04 Participation in the Millennium Plan is mandatory for new permanent Employees and for those Employees who became permanent on or after August 27, 2005. *Employees hired on or after January 1, 2015 will not be eligible for the Millennium Plan.*

18.05 The Millennium Plan will have investment options under the RRSP, the nature of which shall be decided by a joint committee. The Millennium Plan will be administered in accordance with the Capital Accumulation Plans (CAP) governance guidelines applicable to the Plan. The committee will include three (3) UNIFOR members as well as other employee group representatives as required under the governance guidelines. Employees will direct their own investment choices from the options provided.

18.06 The day-to-day administration of the Millennium Plan will be the responsibility of SaskPower.

18.07 Payments to the Millennium Plan will cease the year subsequent to the Employee reaching age sixty-five (65) and no further credit shall accumulate under the Millennium Plan or Article 18.08.

18.08 Severance Pay Credits:

- (i) Upon retirement or death of a permanent Employee, severance shall be paid at the rate of forty (40) hours pay for each year of service prior to February 1, 2005 calculated at the Employee's regular rate of pay at date of retirement or death. Upon Employee death, such severance pay shall be paid to the estate of the deceased Employee.
- (ii) Upon retirement, death, or termination permanent Employees who waived enrolment in the Millennium RRSP shall be paid at the rate of 1/12 of forty (40) hours for full-time Employees (pro-rated as per 18.01 (iii)(b) for part-time Employees) for each eligible calendar month worked after January 31, 2005, calculated at the Employee's regular rate of pay on the Employee's last date of employment with SaskPower. Upon death, such severance pay shall be paid to the estate of the deceased Employee.
- (iii) Upon lay-off due to staff reduction, permanent Employees may opt to sever their employment with the Company within twelve (12) months of the date of lay-off to receive severance as though they had retired.
- (iv) Upon dismissal or resignation, permanent Employees who enrolled in the Millennium Plan will only be paid severance for eligible calendar months worked after January 31, 2005 according to

Employee status and hourly rate of pay in effect as of the date of separation excluding any month previously recognized to the Employee's Millennium Plan.

- (v) Upon dismissal or resignation, permanent Employees will not be paid severance as provided for in 18.08(i).
- (vi) For purposes of calculation of years of service, the start point is based on the Employee's company service date on January 31, 2005. Under this Article, payment of severance can only be recognized once in the Employee's lifetime, for the same company service period.

In the event of a discrepancy between these provisions and SaskPower's plan documents, the plan documents shall prevail.

## **ARTICLE 19 - ANNUAL VACATIONS**

19.01 Service as referred to in this Article means recognized service time with the Company.

19.02 Every effort shall be made to ensure that annual vacation leave may be taken each year as requested by the Employee, availability of staff permitting.

19.03 Vacation Credit Allocation

- (i) On January 1 of each year, vacation credits for the calendar year will be allocated to permanent full-time Employees in accordance with Article 19.04.
- (ii) Vacation credits will be allocated to temporary full-time Employees on a monthly basis, in accordance with 19.04.

19.04 Earning Vacation Credits

- (i) From the commencement of employment to the completion of the 7th year of service, Employees earn vacation credits at the rate of 1.25 days for each full month of service (equivalent to fifteen (15) vacation days each year).
- (ii) From the commencement of the 8th year to the completion of fourteen (14) years of service, Employees earn vacation credits at the rate of 1.67 days for each full month of service (equivalent to twenty (20) vacation days each year).
- (iii) From the commencement of the 15th year to the completion of twenty-four (24) years of service, Employees earn vacation credits at the rate of 2.08 days for each full month of service (equivalent to twenty-five (25) vacation days each year).
- (iv) From the commencement of the 25th year of service and thereafter, Employees earn vacation credits at the rate of 2.50 days for each full month of service (equivalent to thirty (30) vacation days each year).
- (v) At the age of fifty-eight (58), permanent full-time Employees shall be entitled to five (5) additional vacation days each year until retirement, provided the Employee is not earning vacation credits under the twenty-five (25) year provision in 19.04(iv). If the compulsory retirement age is lowered from sixty-five (65) years of age, the age at which an Employee becomes eligible for this provision shall be reduced by the same number of years.

19.05 Scheduling

- (i) Vacation schedules shall be regulated by mutually agreed rotation schemes.
- (ii) An approved vacation schedule shall be established by May 1. This vacation schedule will cover the period from May 1 of the current year to April 30 of the following year. Employees must submit their vacation requests by April 1. Employees that do not submit their vacation requests by April 1 will not be considered to be in the rotation scheme for that year and will have to accept open vacation times after the vacation schedule is set.

- (iii) Vacation credits earned in one (1) calendar year must be used by August 31 of the following year. Vacation credits from the previous year not used by August 31 will be scheduled at the discretion of the out-of-scope Supervisor after discussion between the out-of-scope Supervisor and the Employee.
- (iv) Employees, with the exception of those on long-term sick leave or WCB, are required to take a minimum of fifteen (15) vacation days annually.
- (v) Employees may request a payout of vacation credits in excess of twenty (20) days.

#### 19.06 Statutory Holidays During Vacation

In lieu of a holiday which falls within an Employee's vacation period, the Employee may take an additional day off at a time mutually acceptable to the Employee and the Supervisor; or, the Employee may take an additional day's pay.

#### 19.07 Illness and Vacation

- (i) An Employee taking ill or meeting with an accident immediately prior to the period in which such Employee has been scheduled to take vacation shall, upon notifying the Supervisor, be allowed to postpone the vacation to a later mutually agreed date.
- (ii) If an Employee's vacation is interrupted by illness or injury which requires hospitalization or confinement to bed under a doctor's care for a period of four (4) working days or more, such hospitalization or confinement time shall be considered as sick leave subject to the provisions of Article 14.03. The Employee may take the equivalent time as vacation at a later mutually agreed date.

#### 19.08 Credits Upon Termination

- (i) An Employee who leaves the Company's service and has not taken earned vacation credits shall receive pay in lieu of such credits, calculated and accrued in accordance with 19.04, to the Employee's last day of work.
- (ii) An Employee who leaves the Company's service and has taken unearned vacation credits will have the equivalent monies deducted from final pay.

### **ARTICLE 20 - STATUTORY HOLIDAYS**

#### 20.01 Statutory Holidays

- (i) New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any nationally or provincially proclaimed holidays.
- (ii) Observance of the above paid statutory holidays may be made on days other than the calendar date when so proclaimed by Federal, Provincial, or Civic Authority or upon mutual agreement between the Company and the Union.

#### 20.02 *Statutory Holiday on a Day of Rest*

*When a statutory holiday falls on an Employee's day of rest and the Employee does not work on that day, such Employee shall receive one (1) additional day's pay for observing the holiday on the same day as the day of rest. The day of rest may be rescheduled to an alternative day by agreement between the Employee and the Supervisor.*

#### 20.03 Employees Required to Work on a Statutory Holiday

When Employees are required to work on a statutory holiday, they will be entitled to receive pay at double their regular rate of pay for all hours worked, in addition to all other regular and/or premium pay that they are entitled to under the foregoing provisions of this Article.

## ARTICLE 21 - STARTING PAY RATES

### 21.01 Recognition and Credit

When Employees are appointed to new positions, their placement in the steps of the pay band for those positions will recognize and provide credit for experience acquired in their current term of employment with the Company. No credit will be provided for substitution time, education, or external work experience.

### 21.02 Placement in a Pay Band

- (i) Unless otherwise provided for in this Agreement, Employees appointed to new positions shall be placed in the (new) pay band based on the hourly rate of pay of their current position.
  - (a) Employees who are appointed to higher-level *job* shall be placed at the step of the new *job* that provides an increase to the hourly rate of pay of their current position.
  - (b) Employees who are appointed to equal-level *job* shall be placed at the step of the new *job* with the same hourly rate of pay of their current position; or, the lowest step of the new *job*, whichever is greater.
  - (c) Employees who are appointed to lower-level *job* shall be placed at the step of the *job* that equals their years of service to the maximum number of steps in the *job*.
- (ii) To determine whether a *job* is higher-level, equal-level, or lower-level, the maximum hourly rate of pay for the current and new positions will be compared. When a rate of pay is specifically designated for optional education or optional trade requirements, it will not be used in the comparison unless the Employee has the requirements.
- (iii) Employees shall not be placed in any step of a *job* specifically designated for optional education or optional trade requirements unless they already hold such requirements. Employees must successfully complete non-optional training courses in order to remain in a new position.

### 21.03 New Employees and Employees Bidding Back to a Position Previously Held

New Employees shall be placed at the first step in the pay range for the position appointed to and under no circumstances will any credit for substitution time, education or work experience be considered, except as follows:

- (i) An Employee who terminated employment and within twelve (12) months of such termination is re-hired into the same *job*, involving the same kind of work, shall be credited with time for pay purposes only in such *job* provided that the Employee accrued one hundred and eighty (180) calendar days experience in that *job* prior to termination.
- (ii) An Employee who accepts another position and within twenty-four (24) months of such appointment successfully bids back to the same *job* they previously held, involving the same kind of work, shall be credited with time for pay purposes only, provided that the Employee accrued one hundred and eighty (180) calendar days experience in that *job* prior to accepting another position.

### 21.04 Anniversary Dates

The anniversary date for salary increases will be the date that an Employee reports to the new position, as indicated by the effective date of appointment specified on the Employee's rate slip retained in Human Resources.

## ARTICLE 22 - CLASSIFICATIONS

### 22.01 Definitions

- (i) JEC – the joint SaskPower/UNIFOR, Local 649 Job Evaluation Committee;

- (ii) Position – one (1) specific job within the scope of the Bargaining Unit;
- (iii) Classification – *Generic title and description of a group of jobs*;
- (iv) Effective Pay Step – the pay step the Employee would have been on had they not been red-circled;
- (v) Job Evaluation – the process of determining the relative ranking of positions/ *jobs* within the scope of the Bargaining Unit;
- (vi) JEC Evaluation date – the date Human Resources informed the incumbent of the JEC decision;
- (vii) Reconsideration Process – an appeal process of the JEC’s decision on the relative ranking of the position/classification;
- (viii) Reclassification – the process of a position/ *job* moving from one (1) pay band to another;
- (ix) Reclassification date – the date the Request for Evaluation was received by Human Resources, or in the case of a new position/ *job*, the date the Employee was appointed to the position.

#### 22.02 Integrity of the Job Evaluation Structure

- (i) The Company and Union shall work jointly to ensure an equal pay for work of equal value compensation structure is maintained and that any negotiated wage settlement will not undermine this structure.
- (ii) The parties agree to maintain accurate job descriptions and evaluations that reflect current work assignments for each position/ *job*.

#### 22.03 Position/Classification

The Company will provide the Union with a minimum thirty (30) calendar days advance notice to review, discuss, and provide input for new or changed job descriptions regarding the job title, function, content, and qualifications.

#### 22.04 *Job* Abolishment

In the event the Company intends to abolish an existing *job*, the Company shall consult with the Union prior to undertaking any action on such matter.

#### 22.05 Position/ *Job* Evaluation for Changed Job Descriptions

- (i) Request for Evaluation

In situations where the current duties and/or responsibilities of the position/ *job* have changed significantly or the existing job description does not accurately reflect the current job function and content of the position/ *job*, the following procedures shall be followed:

- (a) The out-of-scope Supervisor and/or incumbent(s) may request a position/ *job* evaluation by completing and submitting a Maintenance Request Form, a draft Job Description, and a Job Evaluation Questionnaire, to Human Resources.
- (b) Upon receipt of the above, Human Resources shall schedule a meeting with the Union to discuss changes to the Job Description in accordance with Article 22.03.
- (c) The JEC shall evaluate the position/ *job* to determine the relative ranking of the position. The JEC will then inform Human Resources and the Union of their decision. Human Resources will then advise the immediate out-of-scope Supervisor and the incumbent(s) of the JEC’s decision.

- (ii) Reconsideration Process

- (a) Should the out-of-scope Supervisor and/or Employee not agree with the JEC’s decision,

within forty-five (45) calendar days of being notified of the decision, they must submit a Reconsideration Request Form as well as an updated Job Evaluation Questionnaire to the JEC. The decision of the JEC is final.

- (b) Should there be a change from the original evaluation; the reclassification date will remain the date the original request was received for evaluation.

#### 22.06 Frequency of Requests for Position/ *job* Evaluation

In situations where higher level duties and/or responsibilities have been gradually added over a period of time, the incumbent(s) must complete at least twelve (12) months in the position/ *job* from the last JEC evaluation date before requesting another position/ *job* evaluation.

#### 22.07 Position/ *Job* Evaluation for New Job Descriptions

- (i) Position/ *Job* Evaluation

Should SaskPower elect to establish a new position/*job*, the following procedure shall be followed:

- (a) The immediate out-of-scope Supervisor shall submit to Human Resources a completed Job Evaluation Questionnaire and a draft Job Description for the position/*job*.
- (b) Upon receipt of the above, Human Resources shall schedule a meeting with the Union to discuss the new Job Description in accordance with Article 22.03.
- (c) The JEC shall evaluate the position/*job* to determine the relative ranking of the position/*job*. The JEC will then inform Human Resources and the Union of their decision. Human Resources will then advise the immediate out-of-scope Supervisor of the JEC's decision.

- (ii) Six (6) Month Review of New Position

After six (6) months from the appointment of an incumbent to a new position, should the immediate out-of-scope Supervisor, or the incumbent, believe that the position has changed significantly from the initial evaluation, either may request a re-evaluation of the position/*job*, following the procedure outlined in Article 22.05. This process shall be completed within twelve (12) months of the initial appointment to the position/*job* being evaluated.

#### 22.08 Reclassification Process

Reclassifications and applicable pay rate changes shall take effect retroactive to the reclassification date and will be based on the rate of pay in effect on that date. Should an Employee whose position is being evaluated vacate the position prior to the JEC Evaluation date, the Employee will receive retroactive pay from the reclassification date to the date the position was vacated. The new Employee's reclassification date will be their appointment date.

- (i) When a position/ *job* is reclassified into a higher pay band because higher level duties were added over a period of time, the incumbent(s) will be placed on the same pay step in the new pay band as in the previous pay band and the incumbent(s)' pay step progression date(s) will not change as a result of this placement.
- (ii) When a position/ *job* is reclassified into a higher pay band because higher level duties were added at a specific time, it will be re-bulletined unless agreed to otherwise. Should the incumbent not be the successful applicant, they will be provided access to Article 9 of the Collective Bargaining Agreement. If, by mutual agreement the present incumbent(s) is upgraded, the incumbent(s) will be placed on the pay step(s), in the new pay band, that provides an hourly increase. The incumbent(s)' pay step progression date(s) will be changed to the reclassification date.
- (iii) When a position/ *job* is reclassified to a lower pay band, the incumbent(s) will be red-circled at their rate(s) of pay in effect on the Job Evaluation date. The incumbent(s) will not be eligible for pay step progressions or general wage increases until such time as the effective pay step(s) in the new pay band exceed(s) the Employee's red-circled rate of pay.



- (a) Should the Employee subsequently be appointed to a higher-level, or equal-level position, the new pay step will be determined according to Article 21.02, based on the Employee's effective rate of pay, and red-circling will still apply.
- (b) Should the Employee subsequently be appointed to a lower-level position, the Employee will be placed according to Article 21.02(c), and red-circling will no longer apply.

#### 22.09 Evaluation Disagreements

Should the JEC not reach agreement, they may request mediation to determine the relative ranking. Should agreement still not be reached, the incumbent(s) who submitted the position/ *job* for evaluation will remain in their current pay band, or in the case of a new position/ *job*, the Company may establish a relative ranking, and the Employee will be appointed to the resulting pay band. Either party may then notify the other, in writing, within five (5) working days, of intent to submit the matter to arbitration in accordance with Article 6.11, 6.12, and 6.13 of the Collective Bargaining Agreement, or the matter will be considered to have been satisfactorily settled.

When determining the relative ranking of the position, the arbitrator will utilize SaskPower/UNIFOR Local 649 Job Evaluation tools. Should the Arbitrator determine that the relative ranking is other than that currently established, the incumbent(s) will be paid according to Article 22.08.

### **ARTICLE 23 - PAYMENT OF WAGES**

#### 23.01 Semi-Monthly Wages

Semi-monthly wages for all Employees except those referred to in 23.02 shall be calculated as 50% of the Employee's monthly rate of pay.

#### 23.02 Employees on a Time Sheet

Employees from whom a time sheet is necessary to provide the number of hours worked, upon which gross pay may be calculated, shall be paid wages due to them for the period from the 1st to the 15th of each month on the end of the same month and wages due to them for the period from the 16th to the end of the same month on the 15th of the following month.

#### 23.03 Automatic Deposit and Earnings Statement

- (i) Earnings shall be transferred semi-monthly (prior to noon on the 15th day and the last day of the month) to the financial institution of the Employee's choice provided the financial institution selected is able to process electronic transfers.
- (ii) Changes made by Employees to their account number, including name of the financial institution, branch address, etc. that affect the Company's ability to transfer their earnings to them, will require seven (7) working days notice to the Payroll Department.
- (iii) All financial institution information supplied by Employees will be kept confidential and will be used only for the purpose of paying Employees.
- (iv) If a regular pay day falls on Saturday or Sunday or on a statutory holiday, Employees' wages shall be transferred prior to the day(s) of rest or holiday.
- (v) The Company shall provide to each Employee on each pay day an itemized statement indicating the Employee's total earnings and the amount and nature of all deductions made and such other information as may, from time to time, be agreed upon by the parties hereto.

#### 23.04 Extra Item Pay

Payment for extra item pay will be made in either the same pay period as, or the pay period following, the pay period when the time sheets were submitted.

#### 23.05 Vacation Pay

Employees shall be paid vacation pay if the duration of the vacation is *five (5)* vacation days or more,

before 10:00 on the working day previous to the start of such vacation provided a written request is received by the Payroll Department seven (7) working days before the vacation is to begin.

## **ARTICLE 24 - HOURS OF WORK**

24.01 An Employee who is required to report for work and so reports, but who, for reasons beyond the control of the Employee is released for the day shall receive not less than four (4) hours' pay at such Employee's regular rate of pay.

### 24.02 35 Hour Workweek

- (i) Except as hereinafter provided, 35 hours shall constitute the basic workweek.
- (ii) Employees will work nine (9) days in each two (2) week period (average 35 hours per week).
- (iii) Although subject to variance by mutual agreement between the Company and the Union, the regular daily hours of work will be 08:00 to 12:00 and 13:00 to 16:47 Monday through Friday (7.78 hours/day).
- (iv) The hours of work for Employees who work in offices involving the public may need to vary, within the parameters of the regular starting and quitting times, to fit the requirements of the particular office. Any changes to provide the required variation will be subject to agreement between the local Supervisor and shop steward concerned.
- (v) Upon request of an Employee and by mutual agreement of the Employer, an Employee may enter into a flex-time arrangement as outlined in the UNIFOR Local 649 Flex-Time Policy.
- (vi) Saturday and Sunday shall be regular days of rest; other days of rest shall be connected with these days.
- (vii) Days of rest other than Saturday and Sunday may be rescheduled at the Employee's request with the agreement of local supervision. In such cases overtime would not apply.

### 24.03 37.33 Hour Workweek

- (i) Employees will work fourteen (14) days in each three (3) week period (average 37.33 hours per week).
- (ii) The regular hours of work for non-shift workers shall be 08:00 to 12:00 and 13:00 to 17:00 Monday through Friday (8 hours/day), except that such working hours may be varied within the parameters of the regular starting and quitting times, to fit the requirements of the particular office. Any changes to provide the required variation will be subject to agreement between the local Supervisor and shop steward concerned.
- (iii) Upon request of an Employee and by mutual agreement of the Employer, an Employee may enter into a flex-time arrangement as outlined in the UNIFOR Local 649 Flex-Time Policy.
- (iv) Saturday and Sunday shall be regular days of rest; other days of rest shall be connected with these days.
- (v) Days of rest other than Saturday and Sunday may be rescheduled at the Employee's request with the agreement of local supervision. In such cases overtime would not apply.
- (vi) An Employee who is required to take an assigned day of rest at the end of the first or second week will be entitled to one-half (0.5) day in either case. This half day will be given either Friday afternoon or Monday morning.

### 24.04 Determination of Hours of Work

- (i) General
  - (a) Positions within *jobs* in Section 1 of the Wage Schedules (without duplicate titles in Section 2) are designated as a 35 hour workweek.

- (b) Positions within *jobs* in Section 2 of the Wage Schedules (without duplicate titles in Section 1) and all positions within the *jobs* in Section 3 are designated as a 37.33 hour workweek.
- (c) *Jobs* that appear in both Section 1 and Section 2 of the Wage Schedules are designated as a 35 hour workweek, unless agreed otherwise between the Company and the Union.

(ii) Field Staff Support

The following supersedes Article 24.04(i).

An Employee whose home position is located in:

- (a) T&D Region Offices (T&D Employees only),
- (b) Training and Development Centre, or,
- (c) Power Plants,

will be required to work a 37.33 hour workweek.

(iii) Monthly Rate

The monthly rate for the affected positions shall be calculated using the hourly rate for the *job* on a 35 hour workweek.

(iv) Relocation of Departments

Should a department be relocated to one of the facilities defined in 24.04(ii), the Employees affected will retain their hours of work, unless agreed otherwise between the Company and the Union.

#### 24.05 Shift Agreements

- (i) Regular shift agreements shall be negotiated by the Company and the Union and shall be posted on the Company bulletin board at least two (2) calendar days before the effective starting date.
- (ii) At the earliest practicable date, the Company will notify the Union, in writing, of any proposed changes.
- (iii) The Company and the Union will then have one hundred and twenty (120) calendar days from such notification to negotiate changes which are mutually acceptable to both parties.
- (iv) In the event of any dispute the Company shall establish the new shift schedule and the Union may lodge a grievance in accordance with Article 6.
- (v) Employees who report to work and, through no fault of their own, have their shift(s) changed shall suffer no loss of pay.

#### 24.06 Trade Shows, Fairs, Joint Committee Work, Company Scheduled Training, Conferences, and Conventions

(i) General Provisions

- (a) Trade Shows and Fairs – Employees who have been given the opportunity by their Supervisor to participate in trade shows and fairs, etc., will be remunerated for all hours of participation and associated travel.
- (b) Joint Committee Work and Company Scheduled Training – Joint Committee work and Company scheduled training shall, as far as is practical, be scheduled to avoid time required outside of regular hours. Employees participating in these activities will be remunerated for all hours of participation and associated travel.
- (c) Conferences and Conventions – Employees participating in Company approved

conferences and conventions on days of rest will be remunerated for all hours of participation to a maximum of eight (8) hours per day. No travel time will be paid.

- (ii) Remuneration for time outside of regular working hours associated with (i) above will, at the Employee's option, be granted as:
  - (a) payment at the Employee's regular rate of pay (no overtime will be paid); or,
  - (b) equal time off (at straight-time) at a time mutually agreeable between the Employee and their out-of-scope Supervisor.

Should agreement not be reached, the Employee will receive the pay outlined in (a) above.

#### 24.07 Rest Break

Employees are entitled to a fifteen (15) consecutive minute rest break in the forenoon and afternoon of each day.

### **ARTICLE 25 - OVERTIME**

#### 25.01 Overtime

- (i) All time worked in excess of the hours stated and/or agreed upon locally in Article 24 shall be defined as overtime and paid at double the Employee's regular rate of pay.

#### 25.02 Call Out

- (i) Employees required for any reason to work overtime which is not continuous with their regular hours of work shall be relieved from their duties when their duties regarding the callout are completed, but shall, nevertheless, be guaranteed a minimum payment of two (2) hours at the overtime rate applicable for such 2 (2) hour period (whether worked or not).
- (ii) Employees called out in the one (1) hour period immediately preceding their normal starting time shall be paid a minimum of one (1) hour only at the overtime rate.
- (iii) Employees called out more than once during the two (2) hour or one (1) hour period specified above shall not receive further overtime credits until the two (2) hour or one (1) hour period has elapsed.

#### 25.03 Rest Period

- (i) Employees required to commence work more than four (4) hours before their regular starting time shall be paid at double their regular rate of pay for all hours so worked until relieved from duty for at least eight (8) hours' rest (excluding lunch break).
- (ii) In cases where the eight (8) hour rest period referred to above expires within two (2) hours of the Employee's regular quitting time, the Employee will not be required to return to work to qualify for regular pay for the remainder of the regular shift.
- (iii) Any portion or all of this rest period falling within the Employee's normal hours of work shall be paid at the Employee's regular rate of pay for all such hours.
- (iv) Regular pay shall be suspended while on double time.

#### 25.04 Banked Overtime

With the exception of overtime earned while regular pay is suspended in accordance with Article 25.03(iv), overtime may, at the Employee's option, be banked according to the following:

- (i) This provision is available only to permanent full-time Employees.
- (ii) For each overtime hour worked, two (2) regular hours may be banked.

- (iii) The total number of hours in the bank will not exceed eighty (80) hours at any one time. An Employee may request payment in full or in part for banked overtime credits at any time and such credits will be paid out at the hourly rate in effect when the overtime was worked. Banked overtime taken as time off in lieu will be paid at the rate in effect at that time.
- (iv) Banked overtime may only be scheduled as time off in lieu when mutually agreed between the Employee and the out-of-scope Supervisor. Requests for time in lieu must be submitted to the out-of-scope Supervisor as soon as reasonably practicable. In any case banked time will not be approved until the vacation schedule referred to in Article 19.05(ii), has been established. In no case will banked overtime be scheduled where coverage results in further overtime.
- (v) Banked overtime credits earned in one (1) calendar year must be used by March 31 of the following year. Banked overtime credits from the previous year not used by March 31 will be automatically paid out.
- (vi) All banked hours shall be paid out should the Employee permanently move from one bid location to another. Employees appointed to a temporary position must have their time off in lieu approved by the out-of-scope Supervisor in charge of the position when the time off in lieu is to be taken.
- (vii) Employees shall not be permitted to take banked time off in lieu after August 31 if they still have unscheduled vacation credits that were earned in the previous calendar year.
- (viii) At no time will the overtime bank have negative hours.

## ARTICLE 26 - DIFFERENTIALS

### 26.01 Shift Differentials

Shift differentials are paid in addition to regular or overtime rates of pay. Differentials do not form part of the basic wage rate and are not subject to overtime rates.

Monday to Friday

A shift differential in the amount of 3% of the top hourly rate of *the top pay band* shall be paid to shift Employees who work an evening or night shift;

Saturday

A shift differential in the amount of 3% of the top hourly rate of *the top pay band* shall be paid to shift Employees who work a day shift, an evening shift or a night shift;

Sunday

A shift differential in the amount of 5% of the top hourly rate of *the top pay band* shall be paid to shift Employees who work a day shift, an evening shift or a night shift.

### 26.02 Temporary Instructors

Employees selected by Human Resources to temporarily instruct training courses and seminars will receive a differential of 6% of the top hourly rate of *the top pay band* for all hours of such instruction.

## ARTICLE 27 - ALLOWANCES

### 27.01 Meals and Lodging

- (i) Should the Company require an Employee to work away from both their location and the community of their principle residence; meals and lodging will be provided.
  - (a) If, under the above circumstances meals are not provided, the following allowances, *effective January 1, 2014*, which include applicable taxes and gratuities, shall be paid in lieu thereof:

Breakfast \$ 10.30  
Dinner \$ 16.65  
Supper \$ 21.85

NOTE: Employees required to work at locations north of the 54<sup>th</sup> parallel, or out of province, shall be paid actual meal costs, within reason, upon submission of receipts. For the purposes of this Article, Lloydminster is considered out of province. For the purpose of this Article, the communities of Waskesieu and Cumberland House are north of the 54<sup>th</sup> parallel.

Beginning January 1, 2008, the above meal allowances shall be adjusted annually to reflect the percentage increase in the Consumer Price Index – Saskatchewan – Restaurants, from November 1<sup>st</sup> to October 31<sup>st</sup>, of the previous one (1) year period. Allowance increases will be adjusted to the nearest \$0.05.

- (b) If, under the above circumstances Employees are required to work away from their location necessitating an overnight stay and lodging is not provided, the Employee shall be reimbursed actual lodging costs, within reason. All claims in excess of \$25.00 per day are to be supported by receipts.
- (ii) If an Employee has been assigned to a temporary work location necessitating an overnight stay on a weekend or statutory holiday and has not returned to the location of their current position or the community of their principle residence but leaves the temporary work location on the weekend or statutory holiday, the Employee shall be paid the daily meal allowance per day, which includes applicable taxes and gratuities, in lieu of meals. No lodging or overnight allowance shall be paid.

#### 27.02 Overnight Allowance

- (i) Employees who are required to work away from their location, three (3) or more nights per week (Sunday to Saturday inclusive), necessitating an overnight stay shall be paid an overnight allowance of \$25.00 per night, which includes applicable taxes, to cover incidental expenses.
- (ii) Employees who are required to work away from their location, two (2) or less nights per week (Sunday to Saturday inclusive), necessitating an overnight stay shall be paid an overnight allowance of \$15.00 per night, which includes applicable taxes, to cover incidental expenses.

Note: For Employees staying at their principle residence or the community of their current position, the provisions of 27.01 and 27.02 do not apply.

#### 27.03 Meter Reader Allowances

- (i) Footwear

Meter Readers shall wear the type of footwear that for safety reasons is best suited for their particular job conditions. The Company agrees to provide each Meter Reader a footwear allowance of \$228.00 per year, which includes applicable taxes.

- (ii) Transportation

Unless provided with a Company vehicle, Meter Readers in the cities detailed in this clause will provide their own transportation to read meters and will be paid an allowance equal to the current Company rate per kilometre/workday times the distances as indicated:

Regina, Saskatoon, Moose Jaw, Prince Albert = 32 km

Swift Current, Weyburn, North Battleford = 24 km

The actual time taken for such Meter Readers to travel directly to, from, and between their assigned route(s) will not exceed that time which is reasonable if they travelled directly by private vehicle.

(iii) Tenancy Changes

Unless provided with a Company vehicle, a Meter Reader assigned to specifically read tenancy changes and pickups will receive the stated allowance for travelling to the first tenancy change or pickup and back from the last tenancy change or pickup. In addition, the Meter Reader will receive the established rate per kilometre for use of the Employee's private vehicle for the additional kilometres travelled specifically to read such tenancy changes and pickups.

27.04 Overtime Meals

- (i) After two and one-half (2.5) hours of overtime which is continuous with the Employee's regular working day, a meal or the applicable meal allowance shall be supplied by the Company.
- (ii) If overtime continues, the Employee will be eligible for the applicable meal on the job or the applicable meal allowance every four (4) hours after the previous meal time.
- (iii) Applicable meals shall be in the rotation of breakfast, dinner, supper, with the supper meal being specified at the end of the Employee's regular workday.

27.05 Safety Footwear

- (i) Employees in job classifications that require the wearing of safety footwear on a daily basis must wear CSA approved safety footwear when performing the work of those classifications. Such Employees shall receive an allowance of \$228.00 per year, which includes applicable taxes, and shall be used for the purchase of CSA approved safety footwear.
- (ii) Employees not receiving an allowance pursuant to (i) above who occasionally perform duties in designated safety footwear areas must wear CSA approved footwear when performing duties in those areas. Such Employees shall receive a one time only payment of \$228.00, which includes applicable taxes, and shall be used for the purchase of CSA approved safety footwear.

27.06 Safety Eyewear

All prescription safety eyewear shall be in accordance with the 'SaskPower Prescription Safety Eyewear Standard'.

- (i) All field non-office Employees who wear prescription glasses on the job are required to wear CSA approved safety lenses and frames. Employees obtaining Safety/Industrial Eyewear are eligible to claim reimbursement for eyewear once every twenty-four (24) months.
- (ii) Office Employees required to work in field locations who are required to wear CSA approved safety lenses and frames will be reimbursed at the discretion of the out-of-scope Supervisor. Reimbursement will be dependent on the amount of time spent in the field and the nature of the work performed.

27.07 Telephone

Employees who are on an active call-out roster and have received and accepted at least two (2) call-outs per month (excluding call-outs received while the Employee is in possession of a Company provided cellular telephone) will be reimbursed for one (1) standard telephone and one (1) standard extension telephone utilized in their homes. Employees will only be reimbursed for the months in which they meet this criteria.

27.08 Northern Allowance

The Company will pay \$300.00 per month to each permanent full-time Employee (and permanent part-time Employee on a pro-rated basis) headquartered at La Ronge, Beauval, Buffalo Narrows, Creighton, or Island Falls (Sandy Bay).

27.09 Transportation Allowance

- (i) The Company shall provide transportation between the towns and bid headquarters locations listed below. If transportation is not provided, Employees shall be compensated at the

Company's normal rate per kilometre for use of their own vehicle.

Estevan - Boundary Dam Power Station  
- Shand Power Station

Coronach - Poplar River Power Station

Nipawin - Nipawin Hydroelectric Station  
- E. B. Campbell Hydroelectric Station

- (ii) Employees who have a bid headquarters of Nipawin but are required to work at E. B. Campbell Hydroelectric Station shall be paid an "excess travelling time allowance" of one and one-half (1.5) hours at the regular rate of pay for each round trip traveled between E. B. Campbell Hydroelectric Station and Nipawin.
- (iii) Employees who work at Coteau Creek Generating Station are expected to be at their work site at their normal starting time. Each employee shall be paid an "excess travelling time allowance" of \$10.00 for each round trip traveled between Coteau Creek Generating Station and Outlook.

The Company will provide vehicles for adequate transportation between Outlook and Coteau Creek for those Employees who reside at Outlook, and when an Employee is designated to drive one of these vehicles, the Employee shall be paid at the Employee's regular rate of pay for all driving time which is outside of regular working hours. It is understood that when designated as a driver, the Employee also accepts responsibility for reasonable care and maintenance of the vehicle.

In the event transportation is not provided, and Employees who reside at Outlook are required to use their own passenger vehicles for commuting between Outlook and Coteau Creek, Employees shall be compensated for use of their vehicles at the Company's normal rate per kilometer. It is understood that Employees will pool transportation to the greatest extent when more than one (1) Employee is involved.

## **ARTICLE 28 - JOINT COMPANY UNION COMMITTEES**

### 28.01 General Provisions

- (i) Joint Committees are comprised of Union members appointed by the Union, and Management members appointed by the Company. The Company and the Union will each appoint one (1) of their members to be a co-chair.
- (ii) The Company will pay the regular wages of Employees engaged in any Joint Committee work and will reimburse them for any necessary traveling and living expenses when away from their location.
- (iii) Members of Joint Committees shall be allowed reasonable time during working hours for the purpose of attending to business arising out of the Joint Committee work.
- (iv) Joint Committee work outside of regular working hours will, at the Employee's option, be remunerated as follows:
  - (a) payment at the Employee's regular rate of pay; or,
  - (b) equal time off at a time mutually agreeable between the Employee and their out-of-scope Supervisor. *If agreement is not reached, the Employee will receive the pay outlined in (a) above.*

### 28.02 Occupational Health & Safety

The Occupational Health & Safety Committee is comprised of three (3) members appointed by the Union and three (3) members appointed by the Company. The Committee shall meet at the call of the Company or the Union at the Company's expense.



### 28.03 Joint Dialogue Committee

*The purpose of the Joint Dialogue Committee (JDC) is to meet, discuss & recommend resolution to the issues of importance to either or both parties in order to maintain open communication between the parties.*

#### *(i) Function*

- to engage and promote constructive problem solving*
- to explore items of mutual interest*
- to promote an environment of collaboration and mutual respect within the organization*
- to recognize and address distractions within the organization that impedes the advancement of our employee relations*
- to monitor the employee relations of the organization*
- to provide the necessary commitment to the process*

#### *(ii) Meetings & Structure*

- The JDC will meet semi-annually with supplementary meetings as called by one of the Co-Chairs on an as required basis.*
- Each party shall appoint four (4) members..*
- The Co-Chairs shall alternate acting as Chair of the meetings*
- The Chair shall act as a facilitator of the JDC meetings.*
- Quorum shall consist of no less than three (3) members from each party.*
- No meeting shall be conducted without quorum.*
- In absence of the regular Co-Chairs, another JDC member in attendance shall be nominated to act as Chair for that meeting.*
- Act strictly in an advisory capacity and be involved in discussions regarding Company plans and decisions involving the introduction or application of equipment or methods.*
- Provide the Union with an opportunity to be informed of the Company's plans in the area of automation and technological advance prior to the implement of such plans as they will affect the staff.*
- Provide the Union with an opportunity to inform the Company of any problems or concerns that the Union or the Employees may have in regards to such changes.*
- Discuss, consider, and advise stakeholders with respect to training and training requirements of Employees covered by this Agreement.*
- Discuss proposed changes in curricula for existing and proposed new courses that form part of the job qualifications or affect anniversary increases. The Committee will forward recommendations to their respective parties' decision makers.*
- Decisions shall be made by consensus. If consensus cannot be reached then the issue is set aside.*
- Consensus for the purpose of decision-making is defined as agreement of the JDC meeting attendees including the chair.*
- Sub-committees, new or existing, may be utilized as required to address specific issues relevant to that representative group. Appointment to subcommittees will be the responsibility of the respective steering committees.*

### 28.04 Return to Work

- (i) The Return to Work Committee will have one (1) member appointed by the Union and one (1) member appointed by the Company. The Committee shall meet at the call of the Company or the Union.*
- (ii) The Committee shall deal with specific cases of Employees who are medically unable to continue to work in their present position due to illness or injury.*

#### 28.05 Employee Family Assistance Program (EFAP) Advisory

- (i) The EFAP Advisory Committee will have two (2) appointees from the Union and two (2) from Management. The Committee shall meet at least once per quarter.
- (ii) The Committee shall oversee the effective operation of the program, responsibilities and procedures and make recommendations for amendments as well as ensuring the confidentiality of the program.

#### 28.06 Diversity

- (i) The Diversity Committee will have three (3) members appointed by the Union and three (3) members appointed by the Company. The Committee shall meet at the call of the Company or the Union.
- (ii) Recommendations of the Diversity Committee are subject to Company approval.
- (iii) The Committee shall:
  - (a) work together on the basis of mutual trust for the overall purpose of developing and maintaining effective goals and strategies that will further the diversification of the workforce;
  - (b) champion diversity in the workplace; and,
  - (c) be apprised of activities taken on in the name of Diversity by the Company through the regular committee meetings.

#### 28.07 Job Evaluation

- (i) The Job Evaluation Committee is comprised of several members appointed by the Union and several members appointed by the Company. The quorum for Committee meetings is three (3) members appointed by the Union and three (3) members appointed by the Company. The Committee shall meet as required.
- (ii) The Committee shall evaluate new and changing positions within SaskPower that fall under the jurisdiction of UNIFOR using the approved job evaluation process.

### ARTICLE 29 – FLEXIBLE SPENDING ACCOUNT

29.01 Permanent full-time and permanent part-time Employees are eligible.

29.02 On January 1, *each year*, SaskPower will provide each permanent full-time Employee with a flexible spending account in the amount of *two thousand nine hundred and ninety-six dollars (\$2,996)*.

29.03 Permanent part-time Employees will receive a pro-rated amount of the full-time Employee amount based on actual hours worked. The pro-rated amount received by part-time Employees is as follows:

- (i) 50% for Employees working up to and including 50% of regular full-time hours worked over the period November 1 of the previous year to October 31 of the current year.
- (ii) 75% for Employees working greater than 50% and up to and including 75% of regular full-time hours worked over the period November 1 of the previous year to October 31 of the current year.
- (iii) 100% for Employees working greater than 75% of regular full-time hours worked over the period November 1 of the previous year to October 31 of the current year.

29.04 Each year SaskPower will send out an information package and a benefit election form to each eligible UNIFOR Employee.

29.05 The benefit may be allocated to the following options:

- (i) Health Care Spending Account (\$50 minimum)
- (ii) Voluntary Group RRSP
- (iii) Millennium Plan
- (iv) Vacation Purchase (capped at \$500 per year)
- (v) Public Employees Pension Plan (eligible to PEPP members only)
- (vi) Cash pay out, less source deductions

29.06 It is the responsibility of the Employee to ensure their selection of the flex benefit option(s) does not cause them to exceed their personal RRSP deduction limit, as this election is irrevocable.

29.07 In order to select from options (i) through (v) from 29.08 above, Employees must complete and return the "Benefit Allocation Form" to Compensation & Benefits annually by the date indicated on the form. If the Benefit Allocation Form is not received by the date indicated on the form, the funds will be defaulted to an automatic cash pay out, less source deductions.

29.08 Once the deadline for the allocation of funds has passed, the allocation decision is irrevocable for the applicable calendar year.

29.09 The benefit will be pro-rated for those Employees starting after January 1, based on a calculation of 1/12 for each calendar month worked.

29.10 Employees who terminate their employment or retire prior to December 31 of a given year will be required to repay flex benefit funds for the portion of the year not worked. An amount equivalent to 1/12 of the allocated benefit will be deducted from final pay for each calendar month not worked in that calendar year.

## **ARTICLE 30 – COLLECTIVE BARGAINING AGREEMENT REVISIONS**

### **30.01 Duration of Agreement**

Duration of Agreement - This Agreement shall be effective from January 1, 2013, and shall remain in force and effect up to December 31, 2014, and from year to year thereafter. Either party may, not less than thirty (30) calendar days nor more than sixty (60) calendar days prior to the termination date hereof, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

### **30.02 Notice to Negotiate**

The party giving notice in accordance with 30.01 shall at the same time, when such notice is issued, indicate a date on which the said party suggests that negotiations commence. It is understood and agreed, however, that such date for the commencement of negotiations shall not be more than twenty (20) calendar days following the receipt by the one party to the other of the notice to negotiate unless mutually agreed otherwise.

### **30.03 Exchange of Proposals**

At the first meeting of the parties for the commencement of negotiations, the Union shall submit in writing to the Company the Union's proposals in respect to revisions of the Agreement and the Company shall submit in writing to the Union such proposals that the Company wishes to make to the Union in respect to revisions. Only such items that are submitted in writing by either party to the other at the first meeting mentioned above shall be subject to negotiations.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and date first above written.

EXECUTED on behalf of SaskPower in the presence of:

by: Todd Boldt  
Negotiating Committee Member

Christine Thompson  
Negotiating Committee Member

Michael Anderson  
Negotiating Committee Member

Blair Debruyne  
Negotiating Committee Member

Jodi Kalaitzakis  
Negotiating Committee Member

EXECUTED on behalf of Local 649, UNIFOR in the presence of:

by: Cam Britton  
National Representative

Wendy Love  
Negotiating Committee Member

Kevin Crawford  
Negotiating Committee Member

Christy Best  
President

Glenda Kitzan  
Negotiating Committee Member

Tracy Leader  
Negotiating Committee Member

## APPENDIX 1 - DEFINITIONS

Area Boundary – as defined by the Customer Services Area map.

Bid Location – the Business Unit, Location and Department of the position.

Classification – *Generic title and description of a group of jobs.*

Current Position - The posted position the Employee presently occupies (may be the same as home position) or for temporary Employees who do not have a posted position, the position the Employee currently occupies.

Effective Pay Step – the pay step the Employee would have been on had they not been red-circled.

Equal-level *job* – a *job* with the same maximum hourly rate of pay as the maximum hourly rate of pay of another *job*.

Higher-level *job* – a *job* with a higher maximum hourly rate of pay than the maximum hourly rate of pay of another *job*.

Home Position - The full-time or part-time position permanently held by the Employee.

*Jobs – A group of positions within a pay level in a Classification.*

Location – the Town or City where the position is headquartered.

Lower-level *job* – a *job* with a lower maximum hourly rate of pay than the maximum hourly rate of pay of another *job*.

Position – one specific job within the scope of the Bargaining Unit.

Reassignment of an Employee – the movement of an Employee from one (1) Business Unit to another.

Related *jobs* – are those in the same “Section” of the Wage Schedules, and follow a natural progression of duties associated with a work process or function.

Substitution – when an Employee is requested to perform the work of a position which is in a higher related *job* than their current position.

Work Assignment – performance of the work of a position in the same, equal or lower related *job*.

## APPENDIX 2 - RETURN TO WORK

### *Policy Statement*

*SaskPower's safety strategy includes a return to work (RTW) component for all employees who suffer injury or illness. The following is SaskPower's Return to Work Policy which the CEP Unifor and IBEW unions and SaskPower senior management have approved:*

*SaskPower will take reasonable steps to assist in the rehabilitation and return to work of employees who are unable to perform their normal duties because of injury or illness.*

*In this environment, rehabilitation and return to work for employees is conducted in a dignified, proactive and timely manner. The goal is to achieve successful return of employees to safe and productive work.*

*SaskPower:*

- acknowledges its legal and moral responsibility to accommodate employees returning to work where each case will be examined on its own merit in accordance with duty to accommodate legislation;*
- recognizes that successful return to work is not limited to intervention at the workplace and is accomplished with a view of the "whole person." This may include the physical, social, psychological, medical and spiritual health of the employee; and*

- *understands the consequences of injury and illness can be reduced by effective and timely intervention through joint effort and participation by the employee, the union and SaskPower.*

*This policy applies to any absence from work for sick leave, Plan B sick leave, Disability Income Plan (DIP) and injuries covered by the Workers' Compensation Board.*

#### Guidelines

*The following are intended as guidelines for the Return to Work policy – discretion and common sense should prevail in any individual case.*

#### *Rehabilitation:*

*SaskPower may consider funding reasonable rehabilitation expenses, services and programs that may assist employees recover and return to work. Services considered will be based on early intervention practices with the rehabilitation goal of returning the employee to work as soon as medically fit.*

#### *Third Party Coverage:*

*Third party insurers have the primary responsibility for health restoration and provide the majority of funding for rehabilitation services. This includes, but is not limited to, services and programs provided by:*

- *WCB*
- *SGI*
- *Saskatchewan Health*
- *SaskPower's Disability Income Plan (DIP) on an approved claim*
- *Employee and Family Assistance Program*
- *the employee's personal disability or health plans*

*As secondary payer, SaskPower may provide funding in the following areas:*

- *Reasonable expenses (with receipts) to attend SaskPower directed assessment and/or treatment. Funding will be determined on a case-by-case basis with the primary focus of returning the employee to work;*
- *Modifications to the employee's work area as medically required; and*
- *Employee and Family Assistance Program (EFAP) if required to facilitate the employee's Return to Work Program.*

#### *Hierarchy for Return to Work:*

*SaskPower will use the following hierarchy for return to work:*

- *Return the employee to work performing the same job;*
- *Return the employee to work performing modified duties at the same job; or*
- *Return the employee to work performing a different job. This may require training, re-education or relocation to another geographic area.*

*Whenever possible the employee will be returned to work using the following order:*

- *At their original work unit;*
- *Within the employee's business unit at the same geographic location;*
- *Within any business unit at the same geographic location;*
- *Within the employee's business unit at any geographic location; and*
- *Within any business unit at any geographic location.*

#### Roles and Responsibilities

*There are number of people involved in SaskPower's return to work process with the following roles:*

#### *Employer:*

*The employer is responsible for creating a safe work environment for all employees. To do so the employer*

has the following responsibilities:

- Communicate with employees absent from work;
- Facilitate early intervention strategies;
- Take steps to reasonably accommodate the needs of employees affected by injury or illness; and
- Educate employees about Return to Work Program.

*Employee:*

Employees are expected to actively participate in rehabilitation assessments and treatment and in job accommodation. Refusal to actively participate in these activities is unacceptable and will result in a review of benefits and/or disciplinary action. Refusal to try an accommodation or by turning down a reasonable accommodations, employees may impact the extent of the employer's duty to accommodate. Therefore, employees should be aware that they are responsible for:

- Reporting any injuries or illness to the employer immediately;
- Obtaining medical treatment and providing medical information;
- Actively participating in Return to Work Plans;
- Communicating any difficulties or concerns regarding duties provided to the employer;
- Maintaining regular contact with the employer when absent from work;
- Informing their physician that return to work opportunities may available to accommodate any restrictions; and
- Knowing and following safety policies and procedures

*Unions:*

The UNIFOR and IBEW Unions will be involved with the return to work process and will make every effort to bring to the employer's attention any barriers to accommodation that may exist in their respective collective agreements.

*Return to Work Coordinator:*

SaskPower's Return to Work Coordinator is responsible to assist the employee in return to work. To do so, the RTW Coordinator:

- Ensures that the employee and his/her family are provided with detailed information about the benefits to which the employee is entitled to receive and any claims processes involved.
- Provides case management expertise including the approval, co-ordination and monitoring of services to the employee to assist in return to work.
- Works together with the Unions, supervisors, co-workers, WCB, insurance carrier and other agencies to return the employee to work.

*Supervisors:*

Supervisors in any work unit that is accommodating return to work for an employee are expected to treat the employee with respect and dignity. Supervisors are encouraged to be frank in discussions and actively participate in the planning and execution of the return to work or job accommodation plan. Supervisors are expected to:

- Enable early intervention
- Understand the rehabilitation process
- Provide suitable employment/work
- Assist in monitoring Return to Work Plans
- Promote a supportive workplace culture

*Co-workers:*

Co-workers are expected to provide support and encouragement to the employee participating in the Return to Work Program.

### APPENDIX 3 - PART-TIME STAFF

A Casual Employee in a *job* listed in this Agreement who works at least five (5) full or partial days in a calendar month and who accumulates fifty (50) full or partial days in any twelve (12) month period shall be classified as temporary part-time. Part-time Employees are covered under the provisions of the Collective Bargaining Agreement unless otherwise indicated in this Appendix.

#### 1. Filling Positions

- (i) With the exception of Article 10.10(xiii) and 10.12, part-time positions within the scope of this Agreement will be filled in accordance with Article 10 or Article 11.
- (ii) Permanent part-time Employees will not be appointed to permanent part-time or temporary part-time positions in the same *job* in the same bid location as their home position.
- (iii) Employees appointed to part-time positions will not be entitled for reimbursement of any expenses incurred as a result of such appointment.

#### 2. Coverage for Temporary Vacancies

Where there is more than one part-time Employee in a *job* in a particular bid location, coverage shall be offered to part-time Employees in order of seniority, except for:

- (a) regularly scheduled days of rest,
- (b) scheduled vacations, or,
- (c) regular periods of work load.

Coverage for (a), (b), and (c) above, shall be scheduled as equally as practicable on a monthly basis. When the days available cannot be divided equally, any remaining days will be scheduled in order of seniority (e.g., with three (3) Employees sharing eleven (11) days in a month, the two (2) senior Employees will be scheduled for four (4) days each and the junior Employee will be scheduled for three (3) days). In the event that a senior Employee cannot be scheduled for their portion of the shared time because they are already working, the missed days will not be carried forward to the next month.

#### 3. Seniority/Service Time

- (i) Seniority and service time accumulate as per the following formulas:

##### **35 Hour Workweek**

$$\frac{\text{regular hours paid}}{1825} \times 365 = \# \text{ of days}$$

##### **37.33 Hour Workweek**

$$\frac{\text{regular hours paid}}{1947} \times 365 = \# \text{ of days}$$

Under no circumstances will any Employee be permitted to earn in excess of one (1) year seniority in a calendar year.

- (ii) An Employee entering the jurisdiction of this Bargaining Unit shall not establish seniority until employed in a part-time position for one hundred and eighty (180) seniority/service days after which seniority shall be retroactive to the date the Employee last entered the jurisdiction of this Bargaining Unit.
- (iii) When two (2) or more Employees have equal seniority, the tie will be broken by means of a random draw. The draw will be conducted by the Company and witnessed by a representative appointed by the Union.



#### 4. Probation Period

- (i) An Employee, having been appointed to a part-time position within or beyond the scope of this Agreement, shall be allowed one hundred and twenty (120) seniority/service days, as calculated in 3 above, in which to prove capable of filling the position concerned.
- (ii) Should an Employee not prove capable of filling the position concerned within the one hundred and twenty (120) seniority/service days, the Employee shall revert to the position previously held without loss of seniority.
- (iii) Should incapability be apparent prior to the expiration of one hundred and twenty (120) seniority/service days, the Employee may be reverted earlier without prejudice or loss of seniority.
- (iv) When an Employee has accumulated total absences in excess of ten (10) working days as a result of sickness, accident, or other approved leaves, the Company may extend the one hundred and twenty (120) seniority/service day period by the total number of working days lost by reason of such absences. Other extensions of the one hundred and twenty (120) seniority/service day period may be agreed upon between the Company and the Union.

#### 5. Staff Reduction and Recall

Following a notice of lay-off, a part-time Employee may exercise bumping rights, but will only be entitled to displace another part-time Employee. Article 9.07 concerning relocation will not apply to part-time Employees.

#### 6. Seniority/Service Time on Eligible Absences

A part-time Employee who is on an eligible absence (e.g., DIP, WCB, or an approved Leave of Absence) and who is entitled to seniority and/or service time will, according to the first applicable provision below, be credited with the same seniority and/or service time as accumulated during the absence by:

- (i) the part-time Employee with the next lowest seniority, in the same *job*, in the same bid location;
- (ii) the part-time Employee with the next highest seniority, in the same *job*, in the same bid location;
- (iii) the part-time Employee who backfilled the absence.

Should none of the above provisions apply, the Employee will receive the same seniority and/or service time that they accumulated during the equivalent period immediately preceding the absence.

#### 7. Sick Leave

Sick leave credits accumulate in accordance with the formula:

- (i) For those working a 7.78 hour day:  $6.39\%$  of Regular Hours Worked = hours credit
- (ii) For those working an 8 hour day:  $6.16\%$  of Regular Hours Worked = hours credit

#### 8. Family Leave

Employees are eligible for family leave with pay in accordance with Article 12.12.

#### 9. Vacation

The scheduling provisions of Article 19 do not apply.

- (i) The duration of an Employee's annual vacation leave shall be determined in accordance with Article 19.04 and becomes available on January 1 of each year. For purposes of earning vacation leave, service of an Employee shall be calculated based on the number of years from the date when such Employee last commenced employment with the Company (pro-rated for partial years). Unused vacation leave shall not be carried over from one (1) calendar year to another.

- (ii) Vacation credits will be allocated monthly, pro-rated based on hours worked, in accordance with Article 19.04. For purposes of earning vacation credits, service of an Employee shall be calculated based on the number of years from the date when such Employee last commenced employment with the Company. Vacation credits earned in one (1) calendar year must be used by August 31 of the following year. Vacation credits from the previous year not used by August 31 will be paid out.
- (iii) Employees taking vacation leave shall be paid for such days, vacation credits being available. Should all vacation credits be exhausted, the remainder of the vacation leave will be without pay.
- (iv) A part-time Employee who does not wish to take vacation leave may be paid out for the vacation credits upon a written request to Human Resources.
- (v) The provisions of Article 19.05(i) and 19.05(ii) apply, with the understanding that the part-time Employees will be scheduled after full-time Employees. Subject to staff availability and scheduling provisions in Article 19.05, the Employee shall be permitted to take the entire annual vacation leave in one continuous period or as requested.

#### 10. Statutory Holiday Pay

Statutory holiday pay will be calculated as per the following formulas:

##### **35 Hour Workweek**

$$\frac{\text{regular hours paid in the previous 20 working days}}{18} \times \text{hourly rate of pay}$$

Note: In no case will an Employee receive more than 7.78 hours of pay per statutory holiday.

##### **37.33 Hour Workweek**

$$\frac{\text{regular hours paid in the previous 15 working days}}{14} \times \text{hourly rate of pay}$$

Note: In no case will an Employee receive more than eight (8) hours of pay per statutory holiday.

#### 11. Hours of Work

A part-time Employee may work less than the basic daily or weekly hours defined in Articles 24.02(i - iii) and 24.04(i - ii). Articles 24.02(v - vi) and 24.04(iii - iv) do not apply.

With the exception of Saturdays worked for extended hours, Saturday and Sunday shall be regular days of rest.

Each Employee on a 35-hour workweek will work no more than nine (9) days in their designated fixed two (2) week block. Each Employee on a 37.33-hour workweek will work no more than fourteen (14) days in their designated fixed three (3) week block. For purposes of this Appendix, a week is defined as Sunday to Saturday.

#### 12. Incremental and Pay Increases

When determining eligibility for incremental increases, the experience time will be calculated by means of the seniority/service time formula.

#### 13. Benefits

Part-time Employees are eligible for the following benefits as per the plan documents.

- (i) Dental Plan
- (ii) Group Life Insurance (see note below)

Note:

Those part-time Employees earning less than or equal to \$25,000 in the prior calendar year, will have a

"deemed salary "of \$25,000 (i.e. \$50,000 basic insurance coverage at 2X) for the current calendar year (refer to Article 17.01). Those part-time Employees earning more than \$25,000 in the prior calendar year, will have a "deemed salary" based on their prior year earnings for insurance coverage. The applicable premiums will be calculated and deducted from payroll, based on the deemed amount less the \$25,000 paid by the Company.

- (iii) Public Employees Pension Plan (PEPP) (optional for temporary employees)
- (iv) Disability Income Plan (DIP)
- (v) Group Medical Plan (May 1, 1999)
- (vi) Safety Eyewear - Part-time Employees who require safety eyewear to perform their work and who elect to purchase safety eyewear under the Group Medical Plan (i.e. elect to purchase Safety eyewear, not Corrective eyewear), will be reimbursed the additional cost between the benefit provided by the Group Medical Plan and 50% of the total purchase price (including taxes) of such eyewear, once every two (2) years.

#### **APPENDIX 4 - TRAINING POLICY**

The Company agrees to provide an education and training program under Human Resources, as provided below. Company funded training or reimbursement for approved educational costs may constitute a taxable benefit to the Employee under Canadian taxation laws.

The successful completion of appropriate training courses will be a requirement for promotion in designated [job](#), subject to the following conditions:

##### **1. Training for Promotion**

- (a) Successful completion of training courses will be used in assessing qualifications of individuals in respect of minimum requirements for promotion and in no way will be used to reduce an Employee's present rate of pay, except as specified in Section 3.
- (b) As far as practicable, Employees with the required qualifications for the courses will be selected in order of seniority to attend. Employees who so desire will be allowed to decline any particular opportunity but will thereby forfeit their right to promotion where such courses are a requirement. In cases where an Employee has refused the opportunity to take training, it will be the Employee's responsibility to request to be included in a future course.
- (c) Senior job applicants who possess all other required qualifications, but, through no fault of their own, have not had an opportunity to attend the courses necessary for the position shall, nevertheless, be appointed. In such cases, an extension of the probationary period will be requested in accordance with the Agreement.

##### **2. Examinations**

- (a) The divisions concerned and/or the Union may, at any time, assign a representative to review course material and examinations.
- (b) Employees failing examinations will be allowed to rewrite twice, subject to the following conditions, unless otherwise provided for:
  - (i) Employees are expected to prepare themselves for rewrites and, in any case, must take their first rewrite within six (6) months of their initial failure date. The Company will pay all expenses concerned, but an Employee must arrange with the Supervisor and Human Resources for a suitable date. If, for personal reasons, an Employee is unable to take the examination on the date arranged, a deferment may be obtained by providing, in writing, the reasons for the deferment;
  - (ii) A second rewrite may be taken at any time following the first rewrite (not later than six (6) months) providing, in the opinion of the Supervisor, the Employee warrants such an opportunity. Employees will be paid regular wages; however, no expenses or transportation will be paid by

the Company, and Employees must arrange with their Supervisors and Human Resources for a suitable date;

(iii) Employees will not be allowed to repeat a course unless recommended by the Joint Advisory Training Committee and/or approved by the division head concerned.

(c) Employees writing examinations for certificates which are requirements for the job shall receive regular wages and expenses but not overtime or premium pay.

(d) In cases where certificates or licenses are requirements for jobs, the Company shall pay the cost of examinations and yearly renewals.

### 3. Yearly Salary Increments

If courses and examinations are not available in accordance with the above procedure, an incumbent will receive wage rate increments in accordance with time spent in the *job*, provided that when the courses or examinations are made available, and an incumbent does not pass, such Employee will revert to the step of the salary range for which the courses possessed apply; however, no refund of salary will be required.

Employees failing the courses which are agreed upon between the Company and the Union as requirements for obtaining salary increments will not receive these increments until such times as these courses are successfully completed. In exceptional cases, the Employee's Supervisor or the Union may recommend that certain Employees receive salary increments even though these Employees may not have successfully completed courses. These exceptions must be referred to the Joint Advisory Training Committee for recommendation before being referred to the division head concerned and the Executive Council of the Union for approval.

Because of the large number of courses to be given and because in some cases the number of Employees for any one course may not warrant the expenditure, the Company reserves the right to provide alternative means of obtaining this training or of providing any courses within a two-year period.

### 4. Overtime

No overtime will be payable for a reasonable length and number of night classes at the designated training locations.

The Company will attempt to schedule classes at the designated SaskPower training location so as to limit travel time that may otherwise be required before or after regular working hours. However, when travel to and from a training location is necessary, outside of regular working hours, the Employee will be entitled to pay at regular rate of pay for such travel time (no overtime will be paid).

When an Employee is attending a training course and the Employee's scheduled day of rest falls on a day that instructions, etc., are taking place, the Employee's day of rest will be rescheduled for some other time mutually acceptable to the Employee and the Employee's Supervisor.

### 5. Travel and Sustenance

Employees required to operate their personal vehicle to and from any training program location, including intervening weekends, shall be reimbursed at the current Company rate per kilometre. Passengers shall not be reimbursed.

Employees will not be paid meal allowance or any other allowances if they leave the training headquarters on the intervening weekends.

Employees utilizing Company vehicles to and from a training program location shall be considered as having transportation provided and neither the operator nor the passengers shall receive reimbursement for transportation.

Note: Wherever practicable, Employees travelling to and from a common location are encouraged to travel together.

Sustenance and accommodation expenses, when applicable, will be paid as per the Collective Bargaining Agreement.

When the training course is held at any training program location, an allowance at the current Company rate per kilometre per vehicle will be paid from the motel to the facility and return (limited to one round trip per day). It is understood that Employees will "group-up" and travel in as few cars as possible.

6. Recognition for Courses

- (a) The Company will issue certificates upon successful completion of all courses.
- (b) Upon successful completion of all the necessary courses and the required experience outlined in any trade, Human Resources will issue Employees a Qualification Certificate. This Certificate will be recognized by the Company as representing Journeyman status in the trade.
- (c) Every effort will be made to secure recognition for our training courses with various government departments, educational institutions, and other companies.

7. It is understood that any terms of reference developed for training shall not negate the provisions of the Collective Bargaining Agreement.

**APPENDIX 5 - HARASSMENT POLICY**

SaskPower is committed to make every practicable effort to ensure employees are provided with a safe, healthy and respectful workplace free from destructive behaviours such as employee discord, harassment, discrimination and workplace violence. With this purpose in mind, SaskPower, IBEW Local 2067 and UNIFOR Local 649 collaborated to develop a Policy and associated Standard(s), Process(es) and Guideline(s).

**APPENDIX 6 - EDUCATION POLICY**

The Company recognizes the importance of furthering education related to an individual's job or in preparation for future opportunities within SaskPower. Eligibility for the Education Policy requires approval from the Business Unit.

1. Reimbursement

Prior approval must be obtained from the Business Unit in order to qualify for reimbursement.

(a) Tuition, Fees, Books & Materials

The Company will refund the cost of tuition, fees, books and materials upon proof of successful completion of the course.

(b) Final Examination

Should the Employee be required to write the final examination during normal working hours, the Employee shall be allowed time off with pay.

2. Education Flex-Time

Prior approval must be obtained from the Business Unit in order to qualify for Educational Flex-Time.

(a) An Employee may be granted time away from work for courses only available during the Employee's normal working hours.

(b) Employee requests for educational flex-time are subject to operational requirements and Supervisory approval.

(c) Employees are required to make up the time by working additional hours, using vacation days or using days of rest equal to the time away from work. These arrangements are subject to Supervisory approval.

(d) Time away from work includes time for travel, classes and exams.

Note: Educational Flex-Time may be granted for courses not approved for reimbursement under (1) above.

#### **APPENDIX 7 - EMPLOYMENT DIVERSITY UNIT AT ISLAND FALLS GENERATING STATION**

This Employment Diversity Unit (the Diversity Unit) is established to assist Northern Aboriginal Residents to enter the labour force and maintain productive employment. This Unit is limited solely to the Island Falls Generating Station. However, other SaskPower Employees can be used to supplement the Unit's complement on an as required basis.

Positions in the Diversity Unit shall be posted with the Northern Aboriginal Specific (NAS) designation.

Any person hired into the Diversity Unit shall become a member of UNIFOR Local 649 in accordance with Article 3.

Diversity Unit members who are appointed to positions outside the Diversity Unit, will retain their status of "Northern Aboriginal Specific" for purposes of applying on positions within the Unit.

The positions that fall within the jurisdiction of the Unit at Island Falls Generating Station, Sandy Bay are:

Clerk Stenographer, Apprentice V&E Mechanic, Vehicle and Equipment Mechanic, and any other *jobs* that the parties may agree to.

The entrance requirements and trades training will be in accordance with Provincial Apprenticeship and Trades Training Standards.

**LETTER OF UNDERSTANDING**

**Between**

**SASKPOWER**

**And**

**UNIFOR LOCAL 649**

**Regarding**

**METER READER CLOTHING POLICY**

In the event the Company intends to change the Meter Reader Clothing Policy they will notify the Union Office of their intentions. Within twenty-one (21) calendar days of such notification, the Union may request a meeting to discuss the changes.

**LETTER OF UNDERSTANDING**  
**Between**  
**SASKPOWER**  
**And**  
**UNIFOR LOCAL 649**  
**Regarding**

**EXTENDED HOURS and STANDBY**

**1. ELIGIBLE CLASSIFICATIONS**

- (i) Coordinator*
- (ii) Customer Support Rep*
- (iii) Storekeeper*

**2. ROTATIONAL SHIFT POSITIONS**

- (i) Shifts outside of regular hours may be scheduled on a rotational basis.*
- (ii) Schedules will be determined in accordance with Article 24.05.*
- (iii) Minimum hours scheduled will be determined in accordance with Article 24.01.*
- (iv) Schedules will be posted in one (1) or more four (4) week blocks and posted at least fourteen (14) calendar days in advance of the effective date.*
- (v) Employees will not be scheduled to work more than one (1) Saturday and one (1) week of extended hours in the four (4) week block. All other part-time coverage will be subject to Appendix 3.*
- (vi) The commitment outlined in 4(iv) does not preclude Employees from trading and/or volunteering for coverage. Trading or volunteering will not result in overtime or other additional costs for the Company.*
- (vii) Region Coordinators, Collections Coordinators, Collection Representatives and Customer Service Representatives will be the only jobs required to work shifts past 7:00 pm if mutually agreed.*

**3. PERMANENT SHIFT POSITIONS**

- (i) If the Corporation requires employees to work permanent shift positions they will first offer it to the permanent full time employees within the work group by order of seniority.*
- (ii) If no employee agrees to work the Extended Hours in the work group, the company will post internally as per Article 10.*
- (iii) Article 10.10(v) does not apply to employees bidding into or out of extended hours.*
- (iv) No more than 25% of staff compliment working Extended Hours in a bid location will be made up of part time staff.*

**4. EXTENDED HOURS**

- (i) Monday to Friday 6:00 a.m. to 10:00 p.m.*
- (ii) Saturday 6:00 a.m. to 10:00 p.m., (forfeit the lunch break).*
- (iii) Flex-time and non-compressed workweek will not be available while working extended hours.*
- (iv) Days of Rest will be a minimum of two (2) consecutive days.*
- (v) Shifts will have a minimum of 8 hours between the end of one shift and the start of another.*
- (vi) Schedules will be determined in accordance with Article 24.05.*
- (vii) Minimum hours scheduled will be determined in accordance with Article 24.01.*
- (viii) All part time coverage will be subject to Appendix 3.*
- (ix) Requests to trade hours will be considered and approved by local management. Trading will not result in overtime or other additional costs for the Company.*

**5. STANDBY GUIDELINES**

- (i) Employees will be scheduled on a rotational basis and will not be scheduled for less than eight (8) hours at any one time and for no more than one (1) seven-day period in any four (4) week block.*
- (ii) Employees on standby will receive a Company provided mobile communication device while on standby.*



- (iii) *Employees assigned to standby are required to report to work and expected to arrive within thirty (30) minutes of being contacted. An Employee on standby who is called out for duty will be paid in accordance with the overtime provisions of the Collective Bargaining Agreement (CBA).*
- (iv) *Standby occurs only by assignment and neither the Employee nor the Supervisor should assume that it takes place without such assignment by the management.*
- (v) *Standby schedules will be determined in accordance with Article 24.05 of the CBA.*
- (vi) *The commitment outlined in 3(i) does not preclude Employees from trading and/or volunteering for coverage.*

## **6. SAFETY**

- (i) The Company will address Safety concerns as per Article 13 of the CBA, *and in accordance with Corporate Safety Policies and Working Alone Procedures.*

## **7. EXTENDED HOURS DIFFERENTIAL**

The Employees, when working extended hours, will receive Shift Differential for all hours worked after 4:30 p.m. on weekdays and all hours worked on Saturdays, in accordance with Article 26.01.

## **8. STANDBY PREMIUM**

A standby premium shall be paid to the Employee for every hour the Employee is on standby. The standby premium is based on 12.5% of the higher of the Employee's regular or applicable substitution, rate of pay.

## **9. STATUTORY HOLIDAYS**

- (i) Article 20.02 – Non-Shift Employee, and Article 20.03 – will apply.
- (ii) When an actual Statutory Holiday falls on a Saturday, the Employees will not be scheduled to work on that Saturday.

## **10. CANCELLATION OF LETTER OF UNDERSTANDING**

*This letter of Understanding (LOU) may be terminated by either party giving one hundred twenty (120) days' notice to the other party. In that event the LOU will remain in force and effect until the new LOU is negotiated to a maximum of an additional one hundred and twenty (120) days.*

**LETTER OF UNDERSTANDING**  
**Between**  
**SASKPOWER**  
**And**  
**UNIFOR LOCAL 649**  
**Regarding**

**PREMIUMS FOR PROFESSIONAL DESIGNATION OR ACCREDITATION**

This Letter of Understanding reflects the joint acknowledgement of the parties for the added value Employees bring to their positions subsequent to having acquired a professional designation or accreditation directly related to the qualifications of the Employee's *job*.

**Qualifying Criteria:**

The qualifying criteria is defined as a professional designation or accreditation recognized by the parties as adding additional value and expertise to the position.

**Agreement to Qualifying Designation/Accreditation:**

SaskPower/UNIFOR discussion and agreement shall precede any submission of a recognized professional designation or accreditation to the Job Evaluation process.

**Premium Determination through Job Evaluation:**

Post professional designation/accreditation pay scales shall be based upon the next higher band above the current pre-designation/accreditation band the *job* occupies.

**Application of Premiums on a “Go Forward” basis:**

Upon signing of this Letter of Understanding, a qualifying designation/accreditation, as agreed between the parties, shall not result in payment of premium retroactivity prior to the date the parties agreed to any such qualifying designation/accreditation.

**LETTER OF UNDERSTANDING**  
**Between**  
**SASKPOWER**  
**And**  
**UNIFOR LOCAL 649**  
**Regarding**

**REIMBURSEMENT OF CHILD CARE EXPENSES**

Employees required to be away from their location overnight to attend approved training, a meeting, joint committee work or other Company approved business will have additional Child Care Expenses reimbursed. All claims for Child Care Expenses require prior Company approval. Claims for Child Care Expenses shall be made in accordance with the Child Care Expenses Policy. Total reimbursements under this program shall be limited to \$5000 per year.

**Child Care Expenses Policy**

The purpose of this policy is to provide reimbursement of additional Child Care Expenses to an Employee required to be away from their location overnight in order to participate on approved training, a meeting, joint committee work or other Company approved business.

1. All permanent SaskPower Employees are eligible to claim Child Care Expenses.
2. Prior Company approval on the Child Care Expenses Reimbursement form is required for all Child Care Expense claims.
3. The term spouse refers to a legally married or common-law spouse.
4. The child must be the Employee's child, the Employee's spouse's child or a child that is dependent on the Employee or the Employee's spouse.
5. The child must be under 14 years old at any time during the year; however, if the child is mentally or physically infirm and dependent on the Employee or the Employee's spouse, there is no age limit.
6. Employees can not claim Child Care Expenses if child care is provided by the spouse.
7. The maximum reimbursement for Child Care Expenses will be:
  - (a) \$30.00 per night for one child;
  - (b) \$40.00 per night for two children;
  - (c) \$50.00 per night for three or more children.
8. Selection of appropriate child care services is the Employee's responsibility.
9. The Company will not designate any particular institution or person to provide child care services.
10. The Employee is responsible for payment of the Child Care Expenses to the child care giver.
11. Claims for reimbursement shall be made on an expense account with the Child Care Expenses Reimbursement form attached.

**LETTER OF AGREEMENT**  
**between**  
**SASKPOWER**  
**and**  
**UNIFOR LOCAL 649**  
**Regarding**

**COMPRESSED WORKWEEK**

**1.0 Preamble**

Nothing in this Agreement shall be construed as altering the existing rights and/or obligations of either party under the provisions of the Collective Bargaining Agreement (CBA), except as specifically noted. It is agreed that the Company and the Union shall work together to resolve any problems that arise out of administration or interpretation of this Agreement.

**2.0 Purpose**

To allow Employees to work alternative arrangements of full-time hours to balance their hours of work with their personal needs.

**3.0 Eligibility**

All full-time Employees who are UNIFOR members, except shift workers, are eligible to participate in this program.

**4.0 Administration**

The UNIFOR and Management members of the Balancing Work and Life Committee will review the program annually and report recommendations to Labour Relations and UNIFOR, with revisions requiring agreement by both parties.

**5.0 Termination of Agreement**

Either SaskPower or the Union may, with thirty (30) days written notice, terminate this Letter of Agreement. Prior to issuing such notice however, the party intending to terminate the Letter of Agreement will inform the other of their intent and will meet to discuss their concerns, if requested. Any compressed workweek arrangements in place at the time of termination of this Letter of Agreement will continue until the agreed to term of the compressed workweek arrangement expires.

**6.0 Initiation and Approval**

6.1 An Employee may apply for a compressed workweek arrangement by submitting an Application for Compressed Workweek to their out-of-scope Supervisor as soon as reasonably practicable prior to the requested start date.

6.2 Compressed workweek arrangements will have a minimum of three (3) months and a maximum of twelve (12) months duration.

6.3 In the application, the Employee must indicate the work schedule they intend to follow, including the hours per day, days per week and designated day(s) of rest. The day of rest held by the Employee prior to the compressed workweek arrangement will be retained by the Employee unless the Employee requests a different day of the week. The day(s) of rest in the other week(s) will be agreed upon between the Supervisor and the Employee and will not necessarily be in conjunction with a Saturday or Sunday. The work schedule is subject to mutual agreement between the Employee and the out-of-scope Supervisor. Any change to the work schedule during the term of the compressed workweek arrangement must be agreed to by the Employee and the out-of-scope Supervisor.

- 6.4 The application will be forwarded to the immediate out-of-scope Supervisor who will determine the operational feasibility of the compressed workweek request. The out-of-scope Supervisor will process the application within the Business Unit.
- 6.5 Compressed workweek arrangements shall be subject to departmental requirements and approved by the Business Unit. Operationally feasible compressed workweek requests will not be unreasonably denied. Additional costs will not be incurred.
- 6.6 Once the application process is completed all application forms shall be forwarded to Human Resources and the Union, for information purposes only.
- 6.7 An individual compressed workweek arrangement may be terminated by the Employee or Supervisor for any reason, by providing fourteen (14) days written notice.

**7.0 Scheduling and Hours of Work**

	<b>35 Hour Workweek</b>	<b>37.33 Hour Workweek</b>
Work Schedule	<p>Upon the request of the Employee and approval of the out-of-scope Supervisor, the Employee will work four (4) days per week, Monday to Friday, 8.75 hours per day.</p> <p>The Employee must choose one start time from the following: 7:00 a.m., 7:30 a.m., 8:00 a.m. or 8:30 a.m. The start time must remain the same each day for the duration of the arrangement.</p>	<p>Upon the request of the Employee and approval of the out-of-scope Supervisor, the Employee will work four (4) days per week, Monday to Friday, with the following rotation:            Week 1 – four (4) days at 10 hours per day;            Week 2 – four (4) days at 10 hours per day;            Week 3 – four (4) days at 8 hours per day.</p> <p>The Employee must choose one start time from the following: 7:00 a.m., or 7:30 a.m. The start time must remain the same each day for the duration of the arrangement.</p>
Statutory Holidays	<p>For weeks with a Statutory holiday, the Employee will work three (3) 9.07 hour days, Monday to Friday (i.e., three (3) days and one (1) stat). When two stats occur in the same week, the Employee will work two (2) 9.72 hour days.</p>	<p>For weeks with a Statutory holiday when the Employee is scheduled to work 10 hour days, the Employee will work 8 hour days, Monday to Friday (i.e., four (4) days and one (1) stat).</p>
Approved Absences	<p>Any approved absence (i.e., vacation, sick leave, family leave) will be recorded in hours rather than days (i.e., should the Employee take a vacation day while scheduled to work a 9 hour day, the Employee will take 9 hours of vacation).</p>	<p>Any approved absence (i.e., vacation, sick leave, family leave) will be recorded in hours rather than days (i.e., should the Employee take a vacation day while scheduled to work a 10 hour day, the Employee will take 10 hours of vacation).</p>
Shift Differential	<p>Employees working a compressed workweek will not be eligible for shift differential unless the Employee was already entitled (i.e., extended hours).</p>	<p>Not Applicable.</p>
Part-Time	<p>Part-time Employees may be assigned to back-fill for all hours of a full-time Employee working a compressed workweek. Should they be required to work more than 7.78 hours to cover for an Employee on a compressed workweek, they will do so at their regular rate of pay provided they do not exceed 70 hours within their designated two (2) week block.</p>	<p>Part-time Employees may be assigned to back-fill for all hours of a full-time Employee working a compressed workweek. Should they be required to work more than 8 hours to cover for an Employee on a compressed workweek, they will do so at their regular rate of pay provided they do not exceed 112 hours within their designated three (3) week block.</p>

## **8.0 General Guidelines**

- 8.1 For compressed workweek arrangements, the daily hours of work will be scheduled between 7:00 a.m. and 6:00 p.m., Monday to Friday.
- 8.2 Employees will receive one (1) (unpaid) lunch break of thirty (30) or sixty (60) minutes duration, per compressed workday. Labour Standards Section 13.3 (1) does not apply. Rest breaks will remain as per Article 24.07 of the CBA.
- 8.3 Except as indicated in Article 24.06, all time worked in excess of the agreed to hours of the compressed workweek arrangement, shall be defined as overtime and paid in accordance with the CBA.
- 8.4 Employees participating in company meetings, company scheduled training, conferences, conventions, trade shows/fairs, or joint committee work, will be expected to balance their hours. The balancing of hours will be done as soon as reasonably practicable, as agreed between the Employee and the Supervisor, and may require a temporary change to the work schedule.
- 8.5 Article 27.09(i) will not apply to Employees whose compressed workweek hours do not coincide with the regular transportation schedule.
- 8.6 A compressed workweek arrangement may be temporarily suspended for operational requirements (e.g., overhauls).

## **9.0 Extended Hours**

Employees will be required to temporarily return to a non-compressed workweek for a two (2) week period to accommodate their extended hours.

## **10.0 Renewal of Compressed Workweek Arrangement**

An Employee may apply to renew the compressed workweek arrangement for a minimum three (3) month to a maximum twelve (12) month term by submitting a new Application for Compressed Workweek no less than thirty (30) calendar days prior to the expiry of the current arrangement.

**LETTER OF AGREEMENT**  
**between**  
**SASKPOWER**  
**and**  
**UNIFOR LOCAL 649**  
**Regarding**  
**JOB SHARE**

**1.0 Preamble**

Nothing in this Agreement shall be construed as altering the existing rights and/or obligations of either party under the provisions of the Collective Bargaining Agreement (CBA), except as specifically noted. It is agreed that the Company and the Union shall work together to resolve any problems that arise out of administration or interpretation of this Agreement.

**Definitions**

- 2.1 Job Share** - the voluntary sharing of a permanent full-time position by two (2) people, in a structured manner.
- 2.2 Job Share Incumbent (JSI)** - A permanent full-time Employee approved to temporarily share their position.
- 2.3 Job Share Associate (JSA)** - The Employee that is temporarily appointed to the other portion of the JSI's position.
- 2.4 Job Share Partner (JSP)** – One of two permanent full-time Employees approved to permanently share a permanent full-time position.

**3.0 Purpose**

To allow full-time non-probationary Employees who are UNIFOR members to work less than full-time hours in order to balance their hours of work with their personal needs while maintaining permanent status.

**4.0 Eligibility**

All SaskPower Employees who are UNIFOR members, except those participating in the Power Corporation Superannuation Plan (old plan), are eligible to participate in this program. Legislation requires full-time employment to maintain membership in the old plan.

Only permanent full-time Employees who have worked in their current positions for at least 6 months are eligible to apply to share their position.

**5.0 Administration**

The UNIFOR and Management members of the Balancing Work and Life Committee will review the program annually and report recommendations to Labour Relations and UNIFOR, with revisions requiring agreement by both parties.

**6.0 Job Share Options**

- 6.1 Temporary Job Share Arrangement** – A permanent full-time Employee chooses to share their position on a temporary (six (6) to twelve (12) months) basis. The portion of their job to be shared will be posted and filled in accordance with Article 10.02 of the CBA.
- 6.2 Permanent Job Share Arrangement** – Two (2) permanent full-time Employees choose to share one of their positions on a permanent basis.

**7.0 Compensation**

All job share participants will be hourly paid and upon appointment will be placed in the pay band in accordance with Article 21 of the CBA.

## **8.0 Responsibility of Participants**

The job share participants are responsible for ensuring the orderly and timely transfer of work and related information from one to the other within the same job share arrangement.

## **9.0 Termination of Agreement**

Either SaskPower or UNIFOR Local 649 may, with thirty (30) days written notice, terminate this Agreement. Prior to issuing such notice, however, the party intending to terminate the Agreement will inform the other party of their intent and will meet with the other party to discuss their concerns should the other party request such a meeting. Any job share arrangements in place at the time of termination of this Agreement will continue until the agreed to term of the temporary job share arrangement expires, or in the case of a permanent job share arrangement, one of the JSPs leaves the arrangement.

## **Temporary Job Share Arrangement**

### **T1.0 Initiation and Approval**

- T1.1 The temporary job share arrangement will have a minimum of six (6) months and a maximum of twelve (12) months duration.
- T1.2 For every Job Share Incumbent (JSI), there must be a Job Share Associate (JSA) appointed to share the position.
- T1.3 A permanent full-time Employee may apply to share their position by submitting the Application for Temporary Job Share Arrangement to their out-of-scope Supervisor. Once the application is approved, the Employee is thereafter called the JSI.
- T1.4 The application must be submitted at least forty-five (45) calendar days prior to the proposed start date.
- T1.5 In the application, the Employee must indicate the portion of their job they intend to work including the hours per day, days per week, and weeks per month. The JSA will work the remaining portion of the position. The minimum portion of the job to be retained by the incumbent is 40%, while the maximum is 60%. The proposed hours of the JSI and the JSA must total 100% of the regular hours of the position. The JSA's hours of work, in any given day, must be consecutive. The hours of work are subject to mutual agreement between the Employee and their out-of-scope Supervisor. Any change to these scheduled hours of work during the term of the job share arrangement must be mutually agreed to by the Employees and their out-of-scope Supervisor. The portion of hours worked by each must remain the same.
- T1.6 The application will be forwarded to the immediate out-of-scope Supervisor who will determine the operational feasibility of the job share arrangement. The out-of-scope Supervisor will process the application within the Business Unit.
- T1.7 Operationally feasible job share arrangement requests will not be unreasonably denied.
- T1.8 The job share arrangement will not begin until the JSA has been appointed and trained.
- T1.9 Once the application process is completed all application forms shall be forwarded to Human Resources and the Union, for information purposes only.

### **T2.0 Filling the Job Share Associate (JSA) Portion of the Job Share Position**

- T2.1 The JSA portion of the position will be posted and filled in accordance with Article 10.02 of the CBA. For purposes of this section, Article 10.10 (v) of the CBA and Appendix 3-1 (ii) of the CBA shall not apply.
- T2.2 For purposes of this Agreement Article 10.10 (vi) of the CBA is replaced with Sections T2.3 and T2.4. Applicants are reminded to carefully consider the ramifications of these sections prior to applying on a JSA posting.



T2.3 Should the successful candidate be a permanent part-time Employee, their permanent position will be held for their return upon completion of their temporary appointment. Any temporary position(s) created as a result of a job share arrangement will be filled in accordance with Article 10 of the CBA.

T2.4 Should the successful candidate be a permanent full-time Employee, their position will not be held for their return at the completion of their temporary appointment. At the end of the temporary appointment, the Employee will be terminated.

Should the Employee advise the Company, in writing (including their current address and location where they would be willing to accept employment), that they are available for work, the Employee will maintain seniority for bidding purposes only and may secure further employment within SaskPower in accordance with the provisions of Article 12.07(vi) points (a) and (b) of the CBA. Failure to be appointed to a position prior to the time period equal to the Employee's seniority at the time of termination to a maximum of two (2) years will result in the loss of their seniority.

### **T3.0 Scheduling and Hours of Work**

T3.1 The shared job will be treated in all respects as a single position with regard to scheduling, hours of work, and the job description.

T3.2 The job share position will retain the same day of rest as was scheduled prior to the job share arrangement.

T3.3 The JSI and the JSA will not in total work in excess of their individual regular scheduled hours, nor work at the same time, except when one or both are attending one of the following (which shall, as far as is practicable, be scheduled to avoid time required outside of their individual regular scheduled hours):

1. company meetings
2. company scheduled training
3. conferences
4. conventions
5. trade shows and/or fairs
6. joint committee work

T3.4 Should coverage for temporary vacancies within the bid location be required during the regular hours of the position and no coverage is available under Article 11.03 of the CBA prior to going outside the bid location (under 11.03 (vi)), a job share Employee may be offered the opportunity to provide that coverage.

T3.5 Should either Employee work in excess of their scheduled regular daily or weekly hours, except for time worked under T3.3 and T3.4 (when the Employee will be compensated at their straight time rate of pay), that Employee will be paid in accordance with Article 25.01(i) of the CBA for all such hours.

T3.6 Neither the JSI nor the JSA are part-time Employees and will not be considered in the part-time pool as described in Appendix 3-2 of the CBA.

T3.7 Should standby be a requirement of the position, the assignment will be divided between the JSI and JSA as closely as possible to the same percentage as the split of the full-time hours. In no case will a shift of standby be divided. The JSI will determine how standby will be shared and this will be specified in the application.

T3.8 Should extended hours be a requirement of the position, these hours will be divided (as will be the Saturdays and days in lieu) between the JSI and JSA as closely as possible to the same percentage as the split of the full-time hours. The JSI will determine how extended hours will be shared and this will be specified in the application.

T3.9 The JSI and the JSA will be treated as two separate full-time positions in the permanent full-time vacation rotation. The JSI will retain their usual place and the JSA will be placed

and remain at the bottom of the full-time vacation rotation.

T3.10 Flex-time arrangements will be considered under the terms of the Flex-Time Agreement.

T3.11 Article 24.01 of the CBA does not apply.

#### **T4.0 Seniority and Benefits**

T4.1 The JSI and JSA will receive the same benefits and seniority as though they were part-time Employees. Benefits and seniority will be calculated as in Appendix 3 of the CBA with all provisions prorated based on regular hours worked and/or in accordance with plan documents.

T4.2 The SaskPower/UNIFOR Relocation policy does not apply.

#### **T5.0 Vacating the Position During an Approved Job Share Term**

T5.1 Should the JSI vacate the position, the JSA's temporary position will be terminated and the JSA will be provided the options as outlined in Section T2.3 or T2.4 above, whichever is applicable, and the vacant full-time position will be filled in accordance with Article 10 of the CBA. The termination date of the JSA's position will coincide with the departure date of the JSI. However, the termination date of the JSA's position may be extended until the JSI's original vacant permanent position is posted and filled, though in no case will it be extended beyond the actual start date of the successful candidate. During this time, the JSI's temporary vacancy will be filled in accordance with Article 11.03 of the CBA.

T5.2 Should the JSA vacate the position, the JSI will have the following options:

- Terminate the job share arrangement and assume the full-time hours of the job, or
- Continue for the remainder of the current term and the vacant JSA portion of the job will be filled in accordance with Article 11.03 (all clauses except for 11.03 (i) and (ii)) of the CBA, or
- Apply for a new job share arrangement.

#### **T6.0 Termination of Job Share Arrangement**

T6.1 Should significant problems with any job share arrangement be identified, they will be discussed with the out-of-scope Supervisor, the Union and Labour Relations. The out-of-scope Supervisor may terminate the job share arrangement by providing thirty (30) days notice to both the JSI and JSA. Written notice shall contain reasons, and copies of the notice will be forwarded to the Union and Labour Relations.

#### **T7.0 Renewal of Job Share Arrangement**

T7.1 The JSI may apply to renew the job share arrangement for a minimum six (6) month to a maximum twelve (12) month term by submitting an Application for Temporary Job Share Arrangement no less than forty-five (45) calendar days prior to the expiry of the current arrangement.

T7.2 Should the request for renewal be approved, the JSA will be asked if they wish to renew the arrangement. If they agree, the JSA will automatically be extended for the length of the term.

All other temporary vacancies resulting from the JSA's extension will be filled in accordance with Article 10.02 of the CBA, or the current incumbent may be extended (without the need for Union agreement) at the discretion of the out-of-scope Supervisor (assuming the incumbent agrees to be extended). The Union will be notified, in writing, of any extensions that have occurred as a result of a job share arrangement.

#### **T8.0 Staff Reduction**

T8.1 Should staff reduction be required where the job shared position will be affected, the job share arrangement will be terminated prior to invoking the provision of Article 9 of the CBA.

## **Permanent Job Share Arrangement**

### **P1.0 Initiation and Approval**

- P1.1 A permanent job share arrangement will continue until one of the Job Share Partners (JSPs) leaves the arrangement (e.g. retires, bids out, etc.).
- P1.2 The Employee leaving their permanent position to enter into a job share arrangement will not have their position held for their return. This Employee will serve a one hundred and twenty (120)-day probationary period in accordance with Appendix 3-4 of the CBA, which must be completed within the first eight (8) months of the arrangement.
- P1.3 Two permanent full-time Employees may apply to share one of their positions for which they are both qualified by jointly submitting the Application for Permanent Job Share Arrangement to the out-of-scope Supervisor of the selected position. Both Employees must be in the same or higher pay band than the position to be shared. Once the application is approved, the Employees become JSPs.
- P1.4 The application must be submitted at least forty-five (45) calendar days prior to the proposed start date.
- P1.5 In their application, the Employees must indicate which job is to be shared, including the hours per day, days per week, and weeks per month they each intend to work. The minimum portion of the job to be worked by either JSP is 40%, and the maximum is 60%. The proposed hours of both JSPs combined must total 100% of the regular hours of the selected position. The JSPs' hours of work are subject to mutual agreement between the JSPs and the out-of-scope Supervisor of the position to be shared. Any change to these hours of work during the job share arrangement must be mutually agreed to by the Employees and their out-of-scope Supervisor.
- P1.6 The application will be forwarded to the immediate out-of-scope Supervisor who will determine the operational feasibility of the job share arrangement. The out-of-scope Supervisor will process the application within the Business Unit.
- P1.7 Operationally feasible job share arrangement requests will not be unreasonably denied.
- P1.8 The job share arrangement will not begin until both JSPs have been trained.
- P1.9 The job share arrangement will be subject to a six (6) month evaluation period. If, during the six (6) month evaluation period, the out-of-scope Supervisor determines that the arrangement is not operationally viable, the arrangement will be terminated and the Employees will be reverted to their original positions.
- P1.10 Once the application process is completed all application forms shall be forwarded to Human Resources and the Union, for information purposes only.

### **P2.0 Scheduling and Hours of Work**

- P2.1 The shared job shall be treated in all respects as a single position with regard to scheduling, hours of work, and the job description.
- P2.2 The job share position will retain the same day of rest as was scheduled prior to the job share arrangement.
- P2.3 The JSPs will not in total work in excess of their individual regular scheduled hours, nor work at the same time, except when one or both are attending one of the following (which shall, as far as is practicable, be scheduled to avoid time required outside of their individual regular scheduled hours):
  - 1. company meetings
  - 2. company scheduled training
  - 3. conferences

4. conventions
5. trade shows and/or fairs
6. joint committee work

- P2.4 Should coverage for temporary vacancies within the bid location be required during the regular hours of the position and no coverage is available under Article 11.03 of the CBA prior to going outside the bid location (under 11.03 (vi)), a job share Employee may be offered the opportunity to provide that coverage.
- P2.5 Should either Employee work in excess of their scheduled regular daily or weekly hours, except for time worked under P2.3 and P2.4 (when the Employee will be compensated at their straight time rate of pay), that Employee will be paid in accordance with Article 25.01 (i) of the CBA for all such hours.
- P2.6 The JSPs are not part-time Employees and will not be considered in the part-time pool as described in Appendix 3-2 of the CBA.
- P2.7 Should standby be a requirement of the position, the assignment will be divided between the JSPs as closely as possible to the same percentage as the split of the full-time hours. In no case will a shift of standby be divided. The JSPs will jointly determine how standby will be shared and this will be specified in the application.
- P2.8 Should extended hours be a requirement of the position, these hours will be divided (as will be the Saturdays and days in lieu) between the JSPs as closely as possible to the same percentage as the split of the full-time hours. The JSPs will jointly determine how extended hours will be shared and this will be specified in the application.
- P2.9 Both JSPs will be treated as two separate full-time positions in the permanent full-time vacation rotation, with one position being fixed at the bottom and the other retaining its usual place. The JSPs will alternate vacation positions on a yearly basis.
- P2.10 Flex-time arrangements will be considered under the terms of the Flex-Time Agreement.
- P2.11 Article 24.01 of the CBA does not apply.

**P3.0 Seniority and Benefits**

- P3.1 The JSPs will receive the same benefits and seniority as though they were part-time Employees. Benefits and seniority will be calculated as in Appendix 3 of the CBA with all provisions prorated based on regular hours worked and/or in accordance with plan documents.
- P3.2 The SaskPower/UNIFOR Relocation policy does not apply.

**P4.0 Vacating the Position**

- P4.1 Should one of the JSPs vacate their position, the remaining JSP will revert to the full-time hours of the position. The remaining JSP will receive a minimum of thirty (30) days notice prior to being required to assume the full-time hours and may apply for a new job share arrangement.

**P5.0 Staff Reduction**

- P5.1 Should staff reduction occur each JSP will be considered based on their own individual seniority for the purposes of applying Article 9 of the CBA. Provided invoking Article 9 of the CBA does not affect either of the JSPs, the job share arrangement will continue. Should one of the JSPs be displaced as a result of Article 9 of the CBA, then Section P4.1 above would apply.

**LETTER OF UNDERSTANDING**  
**Between**  
**SASKPOWER**  
**And**  
**UNIFOR LOCAL 649**  
**Regarding**

**CALCULATION OF INCOME FROM SICK LEAVE AND/OR PLAN B FOR PART-TIME EMPLOYEES**

In the event that a Part-time Employee has an illness or injury which prevents them from attending work, the following procedure will be used to determine the use of sick leave and/or Plan B.

1. For the first thirty (30) calendar days of leave, it will be based on the hours the part-time Employee was scheduled to work. If a full thirty (30) day schedule is not available, the calculation will be based on the schedule for as long as it exists with the remainder being made up using the average hours worked over the previous fifty-two (52) week period. If the part-time Employee has been employed for less than fifty-two (52) weeks, the calculation will be based upon the average of the total hours worked by the Employee.
2. For the remainder of the one hundred and nineteen (119) calendar day or eighty-five (85) non-consecutive day DIP waiting period, the benefit will be based on the average hours worked over the fifty-two (52) week period immediately prior to the date of the injury or illness for Employees with twelve (12) months or greater service. For Employees with less than twelve (12) months service, the benefit will be based on the average of the total hours worked by the Employee.
3. Part-time Employees must utilize all of their sick leave benefits prior to requesting Plan B benefits in accordance with the collective agreement.