

COLLECTIVE BARGAINING AGREEMENT

between



and



January 1, 2023 to December 31, 2025

SaskPower
2025 Victoria Avenue
Regina, SK S4P 0S1

306-566-2121

UNIFOR Local 649
111, 2709 – 12th Avenue
Regina, SK S4T 1J3

306-352-7041

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AGREEMENT

This Agreement made in duplicate this 15th day of April, 2024,

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 Collective Agreement shall apply to those employees represented by the Union pursuant to an Order of the Labour Relations Board, unless otherwise determined in accordance with 1.02 below.

1.02 Process

- (i) Whenever a new in scope job or classification is created by the Employer, the Employer shall have the right to assign the job or classification to the bargaining unit in which the Employer reasonably determines the job should be appropriately placed.
- (ii) If either IBEW or UNIFOR fail to agree to the appropriate bargaining unit of any new job 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. If IBEW and/or UNIFOR do not agree as to the scope status of any such new job, they shall have the right to advance an appropriate form of application with the Saskatchewan Labour Relations Board.
- (iii) The Employer shall have the right to create new management jobs that fall outside of the scope of the bargaining units represented by IBEW and/or UNIFOR and to fill any such new jobs on an immediate basis. UNIFOR and IBEW will be advised of any such jobs simultaneously. If IBEW and/or UNIFOR do not agree as to the scope status of any such new job, they shall have the right to advance an appropriate form of application with the Saskatchewan Labour Relations Board.

1.03 Challenges pursuant to 1.02 (ii) and 1.02 (iii) hereof must be advanced within 30 days of notification to all parties of the creation of any new job, failing which the right to challenge the bargaining unit assignment and/or scope status of any new job will be forfeited.

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 UNIFOR 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 Employee with one (1) **8.5" x 11"** copy of this Agreement.

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. Except where circumstances require immediate action, the Company shall provide as much notice as possible, with a minimum of sixty (60) days and an opportunity to discuss the intent to contract out.
- (ii) In the event an outside employment agency 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 6-54 of the Saskatchewan Employment Act.
- 2.06 In the case of either **11.01 (i) or (ii)** 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.

2.07 Paid Education Leave

The Company will participate in the UNIFOR Paid Education Leave by contributing \$60/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 of where the funds were allocated.

ARTICLE 3 - UNION SECURITY

- 3.01 Every Employee, who is now or hereafter becomes a member of the Union, shall maintain membership in the Union as a condition of employment, and every new Employee, whose employment commences hereafter, shall, within 30 days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment.
- 3.02 The Union shall notify the Company of any Employees who have not become members of the Union in accordance with the terms of this Agreement.
- 3.03 New Employee Orientation seminars will include Union representation. **Within 30 days of hire, New Employees shall be granted one (1) hour of time with a designated Union representative to cover the Union representation portion of New Employee Orientation.**

The meeting date and time shall be scheduled through mutual agreement with the New Employee's out-of-scope Supervisor. Regular wages and expenses to conduct the seminar will be covered as per the Collective Agreement for no more than one (1) Union Officer who is an Employee of the Company.

3.04 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.

- 3.05 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 All disputes and grievances will be settled in accordance with the procedures outlined below. Grievances filed on behalf of a member of the Union become property of the Union. The Corporation reserves its right to grieve and/or refer a dispute to arbitration as provided for under the Saskatchewan Employment Act.
- 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 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.

Step 2 If the Union does not obtain satisfaction from the action of Step 1 and wishes to proceed further, the Employee shall so notify the Supervisor with whom the matter was discussed in Step 1 and shall refer the matter to the Grievance Committee of the Union. The Grievance Committee shall submit the Step 2 grievance to Labour Relations within ten (10) working days of the Step 1 decision. Labour Relations shall, within ten (10) working days of receipt of the written submission, arrange for a hearing of the grievance by a person (or persons) who is on a higher level of supervision than those having dealt with the matter in Step 1. The person or persons having heard the grievance, at this Step shall notify the Grievance Committee in writing of the decision as soon as possible within ten (10) working days from the date the grievance was heard.

In the event that a grievance hearing at Step 2 of Clause 6.03 cannot take place within ten (10) working days from the date that the Union requested such a hearing and provided there is no agreement between the Company and the Union to delay such hearing, the Union may elect to take the grievance to the next step by so notifying Labour Relations.

In the event of a difference of interpretation or application of any provisions of this Agreement between the Company and Union, the Union may submit a grievance within ten (10) working days of the alleged violation by submitting such grievance, in writing, to Labour Relations. Such grievances will commence with Step 2 of the grievance procedure.

In the case of a dismissal where a grievance is filed, the grievance procedure shall commence at Step 2.

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.

Step 3 If the Union does not obtain satisfaction from the action of Step 2 and wishes to proceed further, the Grievance Committee will then decide, within ten (10) working days of receipt of the Step 2 decision, whether, or not, to refer the grievance in writing to Labour Relations. Labour Relations shall, within ten (10) working days after receipt of such notification, arrange for a hearing by the President to be held within the said ten (10) working days. The President having heard the grievance, shall render a decision in writing, to the Union within ten (10) working days from the date of the hearing.

Note: 1. The President may delegate a Vice-President to hear grievances on their behalf.

2. The time limits contained in the Article may be extended by mutual agreement of the parties.

6.04 Arbitration

If, after exhausting the grievance procedure established above and the Union wishes to proceed further, the Grievance Committee will review the Step 3 response on behalf of the Employee, and will then decide whether or not, within ten (10) working days from receipt of the Step 3 reply, to notify (in writing) Labour Relations that the grievance is being submitted to arbitration.

- (i) The Company and Union will meet within ten (10) working days of notification, in writing, by either party, to discuss potential candidates and select a single 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 Employment Act.
- (iii) When an arbitrator has been selected, a meeting shall be arranged to hear the evidence of both parties as soon as possible.
- (iv) Each party shall bear its own expense with respect to the preparation and presentation of the matter to the Arbitrator and both parties shall bear equally the fees and expenses of the Arbitrator and the place of the Arbitration Hearing.
- (v) The Arbitrator shall determine the procedure to be followed at the hearing, but shall in any case give adequate opportunity for each party to be heard.
- (vi) The arbitrator shall not have the power to alter or amend any provisions of the Collective Bargaining Agreement.
- (vii) In cases where an Employee has been suspended, dismissed or any other penalty has been applied by the Company and the Arbitrator finds that the penalty was unjust, too severe, or contrary to the terms of this Agreement, the Arbitrator shall have the power to alter or rescind the penalty.

6.05 The Union shall notify Labour Relations of its Grievance Committee, Stewards and of changes in such personnel, and the Company shall notify the Union of the officials designated to handle grievances.

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 who have been appointed or elected by the Union.

6.07 As far as practicable, all grievances will be dealt with on the Company's time, and no Grievor, Steward or member of the Grievance Committee who is an employee will suffer loss of pay by reason of the time spent in discussing grievances with representatives of the Company. However, in the discussion of grievances, Employee members of the Union's Grievance Committee, Steward and the grievor shall not exceed 3 in number.

6.08 The Company agrees to pay all necessary reasonable traveling expenses incurred by individuals noted in 6.06 above including board, lodging, and/or regular pay, when a member is required to attend a meeting which has been called by the Company outside such member's headquarters.

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.

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 **disciplinary** document that has expired must be forwarded to Labour Relations by the Union Office. Removal of such documents is subject to agreement between the Company and the Union.
 - (iii) **Disciplinary documents shall be removed from an Employee's file two (2) years after the date of expiration, provided that no further disciplinary action is taken during this period.**

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) 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 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 12.05 (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 **11.03 (v)** 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 12.05(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.
- (iii) 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:

<u>Employee Seniority</u>	<u>Min. Written Notice</u>
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 in the bargaining unit; or,
 - (b) bump the Employee having the least seniority in any equal job at the headquarters, or in the bargaining unit; or,
 - (c) bump the Employee having the least seniority in any lower job at the headquarters, 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

10.01 **Permanent** vacancies include vacancies in new or existing permanent positions.

10.02 **Permanent** vacancies within the scope of this Agreement will be bid and filled in accordance with this Article.

10.03 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.

10.04 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 **thirty (30)** 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 job title, department, location, name of incumbent vacating position (for information purposes only and subject to confidentiality requirements) wage level for the position, and in the case of a temporary position, the beginning and anticipated end dates; and,
- (vi) include a description and the minimum qualifications required for the position.

10.05 Bid Procedure

- (i) Employees may apply for bulletined positions by submitting an application to Human Resources.
- (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.

10.06 Bid Withdrawal

Applicants will be permitted to withdraw from a bid after the closing date up to once per calendar year. A successful applicant must identify their desire to withdraw no later than when notified of appointment.

10.07 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. Applicants may be subject to such tests or examinations as the Company may require.
- (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.

10.08 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 jobs; 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 wherein the maximum hourly rate of pay for the position the employee has applied is greater than the maximum hourly rate of the employee's home position.
- (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) All job bulletins shall be filled by appointing the senior qualified applicant, provided this Employee has the ability to satisfactorily perform the duties.
- (vii) 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.
- (viii) 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 unless an assessment is required or both parties agree to extend the 14-day timeline.
- (ix) 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.
- (x) The provisions of the SaskPower/UNIFOR Local 649 Employee Relocation Policy are applicable.

10.09 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.

10.10 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) 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 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.
- (iv) Prior to an Employee being reverted, there will be a discussion with the Employee in the presence of a shop steward or Union representative.

10.11 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 TEMPORARY VACANCIES (INCLUDES SUBSTITUTION PROVISIONS)

11.01 Short-term temporary vacancies include:

- (i) temporary vacancies of **one (1) year** or less in permanent positions **or new temporary positions**.

Long-term temporary vacancies include:

- (ii) **Temporary vacancies greater than one year in permanent or 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 manager by using the following options:

- (i) **Post the position in accordance with Article 10;**
- (ii) **Temporarily assign all or part of the work to permanent full-time or part-time Employees in the same, equal, or higher related job in the bid location;**
- (iii) **Assign/hire temporary staff;**
- (iv) **Substitute Employees in the bid location in accordance with Article 11.06.**
 - (a) **When it is determined that substitution is required to a higher-level job such substitution will be offered on the basis of seniority within the department and bid location such that the most senior qualified shall be offered first, following in descending order such that the qualified employee with the least seniority will be offered last.**

Long-term temporary vacancies within the scope of this agreement shall be filled by posting the position in accordance with Article 10.

- (v) **Unless otherwise agreed to by the Union, Temporary Employees shall be terminated at the expiration of the time periods identified in Article 11.01 (i) and (ii) above. 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.**
- (vi) **A permanent Employee who bids and is appointed to a temporary position greater than one year will, at the expiration of the temporary appointment, return to their home position.**

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 (1) year** 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

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 **department and** 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 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 11.

ARTICLE 12 - LEAVE OF ABSENCE

All requests for leaves of absence shall be confirmed, in writing, by the Employee concerned. The Employer acknowledges circumstances may arise where requests may be verbal and must be confirmed in writing at a later date unless otherwise waived by the Employer.

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

12.02 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.

12.03 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.

12.04 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 more than thirteen (13) consecutive weeks or 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 up to a maximum of seventy-eight (78) 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 thirty (30) calendar days' notice of the date of return. Employees returning early from maternity leave may be required to supply medical certification verifying the employee is fit to return to work.

Maternity/Adoption Leave

- (i) A birth mother, or the primary caregiver of an adopted child, is entitled to nineteen (19) 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 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 fifty-nine (59) weeks for Employees who have taken maternity or adoption leave.
- (ii) Parental leave will consist of a period of not more than sixty-three (63) weeks for Employees who have not taken maternity or adoption leave.

Note: At any one time, Employees are eligible for a maximum seventy-eight (78) weeks (eighteen (18) 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 eighteen (18) months. On the last date of the term of employment, the Employee will be terminated in accordance with Article 10.09(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 eighteen (18) months from the beginning of the leave.
- (iii) A temporary Employee who has been terminated in accordance with Article 10.09(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.

12.05 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.

12.06 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.

12.07 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.

12.08 Deferred Salary Leave

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

12.09 Pressing Necessity

Special leaves of absence, with pay and with maintenance and accumulation of seniority rights, shall be granted at the discretion of the out-of-scope Supervisor in cases of pressing necessity. Payment for such leaves shall be deducted from accrued sick leave credits. Such leaves shall not exceed what, in the opinion of the Supervisor, is a reasonable period of time. Pressing necessity is defined as a situation that is urgent and unforeseen. When the situation upon which the Employee was granted pressing necessity no longer meets the criteria of urgent and unforeseen, the Employee is no longer eligible for pressing necessity.

Except in extraordinary circumstances pressing necessity requests are to be a maximum of one day. An Employee may elect to request additional time to deal with the situation when it is no longer covered under pressing necessity and may access either:

- (a) Family Leave as per Article 12.10 if applicable;
- (b) Unused vacation credits;
- (c) Banked Overtime;
- (d) Leave for Serious Illness as per Article 12.12, if applicable; or,
- (e) Leave of Absence without pay

12.10 Family Leave

Permanent employees will be eligible for **four (4)** 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 **three (3)** 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.

12.11 Bereavement Leave

- (i) Immediate family is defined as father, mother, father-in-law, mother-in-law, spouse, brother, sister, son, daughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents in-law, grandchild, and other relatives who regularly reside with the Employee. Immediate family stipulations above also apply to common-law spouses, domestic partner, or step relatives (immediate family).
- (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 five (5) working days which fall within the first ten (10) calendar days immediately following the date of death; and, if applicable,
 - b) In the event of a medically assisted death, the Employee's five (5) working days of bereavement leave can begin prior to the date of death if the Employee requests;**

c) Leave of absence without pay for any additional work days which fall within the **ten (10) day period surrounding the death.**

- (iii) In the event that the funeral is not held within the paid leave of absence period defined in (ii)(a) above and is scheduled on a future work day(s), the Employee may forgo up to two days of the leave of absence with pay in (ii) a) above and utilize such days for the purpose of attending the funeral. An additional leave of absence without pay may be requested if required.
- (iv) Employees will be eligible for pressing necessity leave on the date of death of an immediate family member.
- (v) For the purpose of this Article, Statutory Holidays are not considered a work day except for shift workers who are scheduled to work that day.
- (vi) Should an Employee during bereavement leave be on vacation, or banked overtime, the vacation or banked overtime credits scheduled during this period will be changed to Bereavement Leave of absence and rescheduled at a mutually agreeable time between the Employee and immediate out-of-scope Supervisor or designate.
- (vii) In the event of the death of a friend, or a relative other than specified in Clause 12.11 (i) above, 1-day bereavement leave of absence, with pay, shall be granted.
- (viii) To attend a funeral, of a person other than specified in Clause 12.11 (i) or 12.11 (vii), leave of absence shall be granted up to a maximum of 12 hours per calendar year, as funeral leave of absence with pay.

12.12 Leave for Serious Illness

An Employee may be granted leave with pay to a maximum of five days per family member, lifetime, who suffers a degenerative or potentially life-threatening condition requiring managed care where the family member is unable to care for themselves. An Employee must submit medical certification that substantiates the claim to **the Health & Wellness Office**. Payment for such leave shall be deducted from accrued sick leave credits. This benefit is only available after Family Leave in accordance with Article 12.10 has been exhausted.

A family member is defined as a child/step child, spouse, father, mother, step-parents and parents in-law.

An employee may elect to request additional time to deal with the situation and may access either

- (a) Unused vacation credits;
- (b) Banked Overtime; or,
- (c) Leave of absence without 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 Each Employee shall be credited with the sick leave credits accumulated on the Company's records at the effective date of this Agreement. Following such effective date, each Employee shall accumulate sick leave credits at the rate of 1.25 days (1 1/4 days) for each month worked, or majority fraction thereof, with the Company from date of commencement of employment.

14.02 No Employee shall accumulate sick leave credits for periods that the Employee is:

- (i) On layoff; or,
- (ii) On approved leave of absence in excess of 1 month at any one time, except when the Employee is on a Union leave of absence for the specific purpose of negotiating the Collective Bargaining Agreement or the period an Employee is on Workers' Compensation up to one (1) year.

14.03 An Employee will receive regular pay for periods of absence from duty due to sickness or injury not covered by Workers' Compensation, not to exceed the Employee's accumulated sick leave credits, provided the following conditions are met:

- (i) The Employee's immediate out-of-scope Supervisor or designate is notified at once. No Employee shall be entitled to sick leave pay for time previous to such notification unless evidence can be furnished to show that the delay was unavoidable.

14.04 Medical Examination and **P-148 form**

- (i) **A P-148 form completed by** 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 **P-148 form**. A **P-148 form** 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 **Health & Wellness Services**.
- (iv) The Company will reimburse Employees for the cost of required medical documentation as verified by receipt.

14.05 The Company reserves the right to call for a medical examination of an Employee by the Company's Corporate Physician or any Medical Practitioner designated by the Company.

14.06 Shift Employees shall give their immediate Supervisor sufficient notice for the rearrangement of shift personnel before returning from sick leave.

14.07 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 chiroprapist;

- (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.
- (iii) **When an Employee is absent for reasons identified in 14.07 (i), only sick leave credits will be used. At no time is vacation, vacation overtime, or any other quotas to be used to cover medically supported absences.**

14.08 Subrogation

Should an Employee incur an accident that entitles them to income replacement benefits from a third party for lost time, the Company will allow the Employee the use of sick leave credits to cover the two-week waiting period for benefits. Employees must have the available sick leave credits to be eligible for the waiting period to be paid at 100%. Otherwise, employees will receive a pro-rated amount based on sick days available and Leave without Pay thereafter.

Upon receipt of third-party benefits and after having provided documentation outlining the payments to this fact, the Company shall allow an employee use of any available sick leave quota to supplement any third-party insurance benefit received by the Employee up to 100% of his/her basic wage (less standard deductions) for the waiting period for DIP.

Upon completion of the waiting period for DIP, or when the employee's sick leave credits are exhausted (subject to eligibility for Plan B), whichever comes first, the Employee will be placed on an unpaid leave of absence.

14.09 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 for DIP" 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. Upon completion of the waiting period for DIP, Disability Income Benefits in accordance with Article 15 will be utilized. If an employee is ineligible for Disability Income Benefits, accumulated and unused sick leave credits can be used, subject to sick leave eligibility requirements.
- (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.

ARTICLE 15 - DISABILITY INCOME PLAN (DIP)

15.01 Disability Income Plan benefits shall be in accordance with the provisions of the Disability Income Plan.

Employees will participate in the Disability Income Plan that is available through Public Employees' Benefits Agency (PEBA).

15.02 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.

15.03 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 Health & Wellness 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 Health & Wellness Office** every six (6) months, and;
 - c) submit to **the Health & Wellness 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 15.03 (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 Health & Wellness Office** 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 performing duties working with 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) 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.
- (iii) When for reasons of leave due to a compensable accident, it is necessary to calculate pay for a day or part of a day, 7 hours shall constitute a day for Employees on a 35-hour week, 7.47 hours/day (7 hours 28 minutes per day) shall constitute a day for Employees on a 37.33 hour week (37 1/3-hour week).

Note: The one year referred to in this clause may be extended by agreement between the Company and the Union.

16.02 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, **to a maximum cost of one hundred and fifty dollars (\$150.00) and in accordance with SaskPower's Annual Eye Exam Policy**. 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 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. **Further information regarding the EFAP program is available on SaskPower's intranet or from Health & Wellness Services.**

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 a Group Medical Plan. The benefits shall be in accordance with the provisions of the plan document.
- (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

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 (prorated 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).

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) 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.

19.06 Statutory Holidays During Vacation

When a Statutory Holiday falls within an Employee's vacation period, the Employee will observe the holiday in lieu of using vacation time for the day.

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.

19.09 Vacation Credit Carryover

- (i) Employees will be entitled to carry over a maximum of twenty (20) days of vacation from one calendar year to the next.
- (ii) Any accumulation over the twenty (20) days will be scheduled by April 30th, at the discretion of the out-of-scope Supervisor after discussion with the Employee. Vacation credits must be used by August 31st.
- (iii) In the event vacation cannot be scheduled, vacation will be paid out subject to approval by the out-of-scope Manager.

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 Pay Step Administration

- (i) When an Employee is promoted, the Employee's hourly rate of pay shall be advanced to the rate in the new pay level which is next higher than the employee's hourly rate of pay of their home position. However, an employee in a temporary vacancy or is substituting and is subsequently appointed to the same job on a temporary or permanent basis that is contiguous with the temporary vacancy or substitution they are in, will maintain the rate of pay attained in the initial temporary vacancy.
- (ii) **An Employee who is in a temporary vacancy or substituting and subsequently appointed to the same job on a temporary or permanent basis that is not contiguous, will have full days of temporary or substitution work credited towards pay step progression. Eligible substitution will be limited to the twenty-four (24) months preceding the appointment.**
- (iii) When an Employee is appointed laterally, the employee shall be paid at the same rate as their hourly rate of pay of their home position.
- (iv) When an Employee is demoted, the employee's hourly rate of pay shall be reduced to the rate in the new pay level which is next below the employee's hourly rate of pay of their home position.

21.02 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 successfully completed the probationary period 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 successfully completed the probationary period in that job prior to accepting another position.

21.03 Movement Within a Position

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) CEC – the joint SaskPower/UNIFOR, Local 649 Classification Evaluation Committee;
- (ii) Position – A single position within a job;
- (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) Classification Evaluation – the process of determining the relative ranking of classifications
- (vi) Market Evaluation – the process of determining the placement of the wage for a job within the wage structure by comparing such job to external labour market;
- (vii) Reconsideration Process – an appeal of the outcome on the evaluation of the job/classification;
- (viii) Reclassification – the process of an employee being assigned significantly different duties than those of their current job over a period of time. This may result in such employee moving from one classification or job to another, which may result in a wage change.
- (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 With regard to any new job that may hereafter be created or any existing job that may hereafter be significantly changed, such job will be put through the market evaluation process for the determination of the appropriate wage level. Any new classification that may be created during the life of this Agreement shall be put through the classification evaluation tool. A copy of such summary(s) will be forwarded to the Union.

Should the Union dispute the qualifications specified for the job, the Union may, within thirty (30) calendar days of receipt of the job, submit the matter to the following dispute resolution process:

Expedited Process

- (i) The parties shall engage a single arbitrator.

- (ii) One Union representative and one Corporation representative shall present argument to the Arbitrator (neither shall be professional legal counsel).
- (iii) The Arbitrator shall convene a hearing as soon as practicable.
- (iv) The Arbitrator shall determine the procedure to be followed at the hearing, but shall give adequate opportunity for each party to be heard. All presentations shall be short and concise and shall include an opening statement. No more than one (1) day of hearing shall be permitted for each job under review, barring exceptional circumstances as may be determined by the Arbitrator.
- (v) The Arbitrator shall have the powers as set out in Section 6-45(1) of The Saskatchewan Employment Act.
- (vi) The Arbitrator shall render a decision within ten (10) working days after completion of the hearing, unless the parties otherwise agree.
- (vii) The finding of the Arbitrator shall be final, binding, and enforceable in accordance with the provisions of Section 6-45(1) of The Saskatchewan Employment Act.
- (viii) The Arbitrator shall not deal with more than one job at a time, unless the parties otherwise agree.
- (ix) The Arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the Collective Bargaining Agreement.
- (x) Each party shall bear its own expense for the preparation and presentation of the matter to the Arbitrator.
- (xi) Each party shall share the cost of the fees and expenses of the Arbitrator.

If the Union disputes the qualifications for the job and the position is posted, the posting will specify that the qualifications of the job are in dispute and the successful applicant could be reverted to their former position if the grievance is upheld.

22.03 Reconsideration Process

- (i) Should the out-of-scope Supervisor and/or Employee not agree with the outcome, 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 Total Compensation.
- (ii) Should there be a change from the original evaluation; the reclassification date will remain the date the original request was received for evaluation.

22.04 Reclassification Process

Reclassifications and applicable wage 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 reclassification 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 job with a higher or lateral wage level, the new pay step will be determined in accordance with Article 21.01.
- (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. 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 21.01, 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 21.01(iv)**, and red-circling will no longer apply.

Notwithstanding the above, the determination of an appropriate wage level during the life of this agreement will be made by evaluating the market rate for the job and determining the best fit within the current wage structure.

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 Extra Item Pay/Vacation Pay on Total Earnings

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

Effective January 1, 2016 Vacation pay on total earnings will be calculated at the end of the calendar year to determine if additional vacation pay for total earnings is required.

23.04 Automated Deposits

- (i) 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.
- (ii) 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.
- (iii) 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.

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 with the agreement of the employee and 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 with the agreement of the employee and 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) Transmission Services and Distribution Services Region Offices (Transmission Services and Distribution Services Employees only),

- (b) T&D Region Offices (T&D Employees only),
 - (c) Training and Development Centre, or,
 - (d) 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 at least fourteen (14) 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 two (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 4% 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 4% 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 8% 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, 2024**, which include applicable taxes and gratuities, shall be paid in lieu thereof:

Breakfast	\$ 15.00
Dinner	\$ 24.20
Supper	\$ 31.80

NOTE: Employees required to work at locations north of the 54th 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 54th 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 1st to October 31st, 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 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.

27.04 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.

27.05 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.

27.06 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).

Travel Time with Annual Vacation Leave:

- Employees whose headquarters location is Sandy Bay will be allowed two days without loss of regular pay for the purpose of traveling in conjunction with their annual vacation leave.
- Employees whose headquarters location is La Ronge will be allowed one day for such purpose.

27.07 Transportation Allowance

- (i) The Company shall provide transportation between the city/towns and Power/Hydroelectric Stations 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 regard 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 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.

28.06 Classification Evaluation Committee

- (i) The Classification Evaluation Committee is comprised of the UNIFOR President and UNIFOR President's Assistant (or their designate) and equal number of representatives appointed by the Company. The Committee shall meet as required.
- (ii) The Committee will receive the results of the classification evaluation for review/input.

ARTICLE 29 – FLEXIBLE SPENDING ACCOUNT

29.01 Permanent full-time and permanent part-time Employees will be eligible for the Flexible Spending Account.

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) unless mutually agreed otherwise.

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 The benefit may be allocated to the following options:

- (i) Health Care Spending Account (\$50 minimum)

- (ii) Voluntary Group RRSP
- (iii) Vacation Purchase (capped at \$1,500 per year)
- (iv) Public Employees' Pension Plan (increased Employer's contribution) paid on each pay period for those Employees who are members of the Public Employees Pension Plan
- (v) Cash payout (if the employee chooses not to elect from the above options, the Employee's flex benefit will default to an automatic cash payout)

29.05 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. During the first year of permanent employment, employees hired/rehired on or after January 1, the cash payout is the only option available.

29.06 Employees who terminate/retire their employment prior to December 31 will have their allocated flex benefit fund clawed back by 1/12 for each calendar month not worked, deducted from their final pay.

ARTICLE 30 – DURATION OF AGREEMENT

30.01 This Agreement shall be effective from **2023 January 01** and shall remain in force and effect up to **2025 December 31**, and from year to year thereafter, but either party may, not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the termination date thereof, give notice in writing to the other party to negotiate a revision thereof.

APPENDIX 1 - DEFINITIONS

Bid Location – the Headquarters of the position.

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

Current Position - The position the Employee presently occupies.

Department – The group of employees organized under a Director.

Demotion - a move from one position to another wherein the maximum hourly rate of pay for the position the employee has been appointed is less than the maximum hourly rate of the employee's home position.

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

Headquarters – the City, Town or immediate area where the position is situated. (e.g. Headquarters for Regina Region Service Centre is Regina). **Note: Positions eligible for permanent remote work arrangements shall have headquarters assigned on a case-by-case basis when appointed to the remote position.**

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

Jobs – A group of positions in a Classification.

Lateral - a move from one position to another wherein the maximum hourly rate of pay for the position the employee has been appointed is equal to the maximum hourly rate of the employee's home position.

Position – a single position within a job.

Promotion - a move from one position to another wherein the maximum hourly rate of pay for the position the employee has been appointed is greater than the maximum hourly rate of the employee's home position.

Reassignment of an Employee – the movement of an Employee **within a department.**

Related jobs – are those that 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

SaskPower and UNIFOR Local 649 commit to jointly participate and support Employees in returning to work and staying at work following an injury or illness. SaskPower and UNIFOR Local 649 recognize the duty to accommodate is a tripartite process between the Employee, employer, and union.

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 10.08(x) and 10.10**, 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. Scheduling of Part-Time Employees

- (a) **Part-Time Employees will be scheduled equitably as practicable based on ability and subject to operational requirements for initial schedules. Initial schedules shall be provided with two (2) weeks' notice. Employees may select additional hours offered by management on a first-come, first served basis. Hours offered by management and not selected by employees will be assigned to the least senior employees. Such assignments shall not create overtime.**
 - a. **For the purpose of this provision, part-time employee seniority will be calculated on a quarterly basis.**
- (b) **After the schedule has been posted, with two (2) working days' notice, an employee may trade their shift with another qualified employee upon approval from management.**
- (c) **Notwithstanding the above, Part-time employees may request to be assigned to reduced hours status. Upon approval of management, Employees assigned to reduced hours status will be scheduled between forty (40) and sixty (60) percent of full-time hours. Employees on reduced hours status may be assigned additional hours when operationally required.**

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 12.10.

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. 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;
- (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.

2. Overtime

The Company will attempt to schedule classes at a designated 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 out-of-scope Supervisor.

3. 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.

4. Recognition for Courses

The Company will issue certificates upon successful completion of all courses.

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 **department**.

1. Reimbursement

Prior approval must be obtained from the **department** 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 **department** 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

EXTENDED HOURS OF OPERATION and STANDBY

1. ELIGIBLE CLASSIFICATIONS

- (i) Coordinator
- (ii) Customer Support Rep

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 10.09 (v) does not apply to employees bidding into or out of extended hours.
- (iv) No more than 25% of staff complement 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. (lunch break thirty (30) minutes or sixty (60) minutes which may be rearranged if necessary).
- (ii) Saturday 6:00 a.m. to 10:00 p.m., (forfeit the lunch break).
- (iii) Flex-time and 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.
- (x) No requirement to rebid a shift if the start time/end time is altered by thirty (30) minutes or less.

Note: New provisions are effective for all postings after the date of ratification

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

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) \$50.00 per night for one child;
 - (b) \$60.00 per night for two children;
 - (c) \$70.00 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 **department**.
- 6.5 Compressed workweek arrangements shall be subject to departmental requirements and approved by the **department**. 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

	35 Hour Workweek	37.33 Hour Workweek
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	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.	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).
Approved Absences	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).	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).
Shift Differential	Employees working a compressed workweek will not be eligible for shift differential unless the Employee was already entitled (i.e., extended hours).	Not Applicable.
Part-Time	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.	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.

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.

2.0 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 Job Share Options

- 5.1 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.
- 5.2 Permanent Job Share Arrangement** – Two (2) permanent full-time Employees choose to share one of their positions on a permanent basis.

6.0 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.

7.0 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.

8.0 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 JSJs 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 **department**.
- 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 **11.03** of the CBA. For purposes of this section, **Article 10.08(v)** of the CBA and Appendix 3-1 (ii) of the CBA shall not apply.
- T2.2 For purposes of this Agreement **Article 11.03(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 12.05(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 be able to maximize hours of work if they so choose. Hours worked in excess of the job share arrangement will be voluntary and at regular rates of pay except that overtime would be paid for all hours worked in excess of the normal full time hours of work, same as all other employees.
- T3.4 Should coverage within the bid location be required during the regular hours of the position, a job share Employee may be offered the opportunity to provide that coverage.
- T3.5 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.
- T3.6 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.
- T3.7 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.
- T3.8 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.
- T3.9 Flex-time arrangements will be considered under the terms of the Flex-Time Agreement.
- T3.10 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 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 **department**.
- 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 JSI and the JSA will be able to maximize hours of work if they so choose. Hours worked in excess of the job share arrangement will be voluntary and at regular rates of pay except that overtime would be paid for all hours worked in excess of the normal full-time hours of work, same as all other employees.
- P2.4 Should coverage within the bid location be required during the regular hours of the position, a job share Employee may be offered the opportunity to provide that coverage.
- P2.5 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.
- P2.6 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.
- P2.7 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.

P2.8 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.

P2.9 Flex-time arrangements will be considered under the terms of the Flex-Time Agreement.

P2.10 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.

Additional Provisions and Monetary

- The amendment to Article 12.10 is effective the date of ratification, on a go-forward basis.
- UNIFOR Local 649 agrees to withdraw grievance 1912.01.
- The company and union agree to replace all uses of “business unit” with “department” throughout the collective bargaining agreement prior to printing.

Effective the date of ratification, active Employees, and those on any approved leaves of absences will be eligible for the following general wage increases:

Effective January 1, 2023

- 3.0% General Wage Increase

Effective January 1, 2024

- 3.0% General Wage Increase

Effective January 1, 2025

- 2.0% General Wage Increase

Unless otherwise stated, the terms and conditions of the Collective Agreement are effective the date of ratification, on a go forward basis.

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:



Crystal Lawrek, Lead Negotiator

Kristin Byers, Negotiating Committee Member
Nadine Goldstone, Negotiating Committee Member
David Johnston, Negotiating Committee Member
Randeem Kaczmar, Negotiating Committee Member
Mike Kerr, Negotiating Committee Member
Kevin Lalonde, Negotiating Committee Member
Chelsea Selby, Negotiating Committee Member

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



Kevin Bittman, Lead Negotiator

Jodi Kieper, Negotiating Committee Member
Tracey Dobson, Negotiating Committee Member
Yvonne Lafond, Negotiating Committee Member
Marla Rose, Negotiating Committee Member
Tara Stark, Negotiating Committee Member