

COLLECTIVE AGREEMENT BETWEEN

**THE SASKATCHEWAN HUMAN
RIGHTS COMMISSION**

AND

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 1871**

CUPE / *Canadian Union
of Public Employees*

AUGUST 1, 2017 TO JULY 31, 2022

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**BETWEEN: THE SASKATCHEWAN HUMAN RIGHTS COMMISSION,
hereinafter called the "Employer",**

PARTY OF THE FIRST PART,

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1871, hereinafter called the "Union",**

PARTY OF THE SECOND PART.

PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- 1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;**
- 2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;**
- 3. To encourage efficiency in operation;**
- 4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union; and**

Whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – RECOGNITION AND NEGOTIATIONS

1.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1871 as the sole and exclusive collective bargaining agency for all of its present and future employees, save and except those positions defined as Out of Scope by the most recent Labour Relations Board Certification Order and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

The parties agree to review, and if required, submit a joint application for any amendments of the Certification Order to the Labour Relations Board after each round of Collective Bargaining.

1.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in the cases mutually agreed upon by the parties.

1.03 No Other Agreements

This Agreement supersedes all other written or verbal agreements between the employees and the Employer, or Employer's representative, which may conflict with the terms of this Collective Agreement.

ARTICLE 2 – NO HARASSMENT – NO DISCRIMINATION

2.01 There will be no discrimination in the workplace, and in particular, no discrimination based on the prohibited grounds set out in *The Saskatchewan Human Rights Code* and/or any other provincial legislation, or by reason of membership or activity in the Union.

ARTICLE 3 – UNION MEMBERSHIP REQUIREMENT

3.01 All Employees to be Members

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

ARTICLE 4 – CHECK-OFF OF UNION DUES

4.01 Check-off Payments

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied in accordance with the Union constitution and/or bylaws and owing by him/her to the Union.

4.02 Deductions

Deductions shall be made from the payroll each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the thirtieth (30th) day of the month, accompanied by a list of the names, classifications and addresses of employees from whose wages the deductions have been made.

4.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall supply the Union, without charge, a statement of the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

5.01 New Employees

The Manager, Human Resources agrees to acquaint new employees within one (1) week of their start date with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.

5.02 Copies of Agreement

Within one (1) week of commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union steward or representative, who will provide him/her with a copy of the Collective Agreement.

5.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first week of employment, for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 6 – CORRESPONDENCE

- 6.01 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Executive Director and the President of the Union or their designates.

ARTICLE 7 – MOVING EXPENSES

7.01 Relocation Expenses

The Employer will provide compensation to employees for relocation expenses incurred when filling posted permanent positions with the Employer, in accordance with Government of Saskatchewan Relocation Policy.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representative(s) without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer's representative(s) with the names of its officers. Similarly, the Employer's representative(s) will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. Lists will be updated as changes occur.

8.02 Union/Management Committees

Committee members shall attend joint Union/Management Committee meetings without loss of pay.

a) Labour Management Committee

A joint Labour Management Committee with representation from management and the Union will be established. Union members will make up fifty percent (50%) of the Committee and the Union shall be responsible for appointing its own representatives. Each party will be represented by a maximum of three (3) members. The Committee will discuss issues raised by either party.

b) Occupational Health and Safety Committee

A joint Occupational Health and Safety Committee will be established. Union members will make up fifty percent (50%) of the Committee and the

Union will be responsible for appointing its own representatives. Each party will be represented by a maximum of three (3) members.

8.03 Function of the Joint Union Management Committees

a) Function of the Labour Management Committee

The goal of this Committee is to maintain and promote harmonious relations between the Employer and the Union. The Committee shall discuss and settle concerns of management or the Union or employees pertaining to performance of work, operational problems, rates of pay, benefits, hours of work and other working conditions.

The Committee will oversee the implementation of and monitor the progress of the Employment Equity program of the Commission.

The Committee shall meet as agreed to by the Co-Chairs. Union and management representatives shall chair the meetings on a rotating basis. Minutes will be taken at each meeting and distributed to Committee members. Quorum shall be four (4) members, two (2) from management and two (2) from the Union.

Where the Committee agrees to a solution to a problem or concern, the Committee will make a recommendation to management and the Union at large. Before being implemented, the recommended solution must be ratified by management and the Union.

Where the solution requires a change to the Collective Agreement, a letter of understanding must be signed and attached to the Collective Agreement for it to take effect.

Unresolved issues can be dealt with through the normal grievance procedure, mediation, or the bargaining process.

b) Function of the Occupational Health and Safety Committee

The function of this Committee is to monitor the Occupational Health and Safety conditions of the workplace and address employee concerns specific to health and safety.

8.04 Representative of Canadian Union of Public Employees

The Union or any Union member shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees (CUPE) when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the

settlement of a grievance.

8.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the request has been given unless during the thirty (30) day period both parties mutually agree to an extension of time.

8.06 Bargaining Committee

A Union Bargaining Committee shall be appointed and the Union will advise the Executive Director of the Union nominees to the Committee.

An Employer Bargaining Committee shall be appointed and the Employer will advise the Union of the management nominees to the Committee.

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, etc. shall be referred to the Bargaining Committee for discussion and settlement.

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right of attending meetings to carry on negotiations held within working hours without loss of remuneration, to a combined maximum of one-hundred and thirty-six (136) hours.

8.07 Technical Information

a) Bargaining Requests

The Employer's representative(s) shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans, and other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

b) Union/Management Committee Requests

The Union representative and management's representative shall make available to all Union/management committees existing information requested by the Committee to solve a problem.

8.08 Education on the Job Premises

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc. to be held on the Employer's premises during the employees' lunch period or following the regular working day.

8.09 On the Job Training

The Employer shall maintain a system of on the job education and/or training so that employees shall be able to qualify for promotion or transfer. Such opportunities for training shall be allocated according to seniority and providing that the employee(s) wish to participate in the "on the job training programs".

ARTICLE 9 – WORKPLACE POLICIES (CONDITIONS OF EMPLOYMENT)

9.01 The Commission will post workplace policies that relate to conditions of employment on a common drive available for all employees to access. Should amendments be made, or new policies developed, employees and the Union will be made aware of the changes.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee whom the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

10.02 Names of Stewards

The Union shall notify the Employer's representative(s), in writing, of the name of each Steward.

10.03 Grievance Committee

The Stewards selected by the Union shall constitute the Union Grievance Committee.

10.04 Permission to Leave Work

The Employer agrees that Stewards or designates shall not be hindered, coerced,

restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed to perform work for the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement.

10.05 Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union, or a case where the Employer is considered to have acted unjustly or improperly.

10.06 Settling of Grievances

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

STEP 1: Within thirty (30) working days of the occurrence of the alleged grievance, the grievance shall be submitted, in writing, by the aggrieved or by the Union on behalf of the aggrieved to their Manager, who shall render a decision, in writing, within ten (10) working days of receipt of the grievance.

STEP 2: Failing settlement within ten (10) working days, the Grievance Committee within ten (10) working days of receipt of the decision under Step 1, may submit the grievance to the Chief Commissioner or designate, who shall render a decision, in writing, within ten (10) working days.

STEP 3: Failing settlement within ten (10) working days, the Union, within ten (10) working days after receipt of decision at Step 2, may apply for an arbitration board in accordance with Article 11.01.

At any time during the process, management and the Union may use mediation or other alternative dispute mechanisms to jointly resolve issues with time limits to be adjusted accordingly.

10.07 Limitation of Evidence

In cases of discharge, suspension or reprimand, evidence by the Employer at any stage of the grievance or arbitration procedure shall be limited to the grounds stated in the discharge, suspension or reprimand notice to the Employee.

10.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs,

or where a group of employees or the Union has a grievance, Step 1 of Article 10.06 may be bypassed.

10.09 Grievances on Safety

An employee, or a group of employees, who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance.

10.10 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

10.11 Failure to Act within Time Limits

If the Grievor or the Union fail to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future identical grievance.

10.12 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principle and the justice of the case.

ARTICLE 11 – ARBITRATION

11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by Registered Mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by Registered Mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairperson.

11.02 Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour, Province of Saskatchewan, upon the request of either party.

11.03 Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make presentations. It shall hear and determine the difference or allegation and submit a report within ten (10) days from the time a decision is reached.

11.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

11.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within ten (10) working days.

11.06 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the Arbitrator it appoints
- b) one-half (1/2) of the fees and expenses of the Chairperson

11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties and shall be confirmed in writing.

11.08 Witnesses

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. Employees who appear as witnesses for another employee shall do so on Commission time, without loss of pay. The Employer agrees, upon request, to provide the Union with copies of all documents which the Employer intends to use on a disciplinary or discharge grievance.

11.09 Access to Employer's Premises

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.10 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in connection with the grievance or arbitration procedures.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Principle of Fairness

Both parties agree that an employee is considered innocent until proven guilty. In case of discharge or discipline, the burden of proof of just cause shall rest with the Employer. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee. This will not inhibit the Employer's right to discipline or suspend.

- a) When applying the provisions of Article 12 the following procedure shall apply:
 - i) The Out of Scope Manager shall notify (in writing, if appropriate) the employee of the particulars of the alleged misconduct or unsatisfactory job performance and of any records kept or notes taken of conversations relating to same;
 - ii) The Out of Scope Manager shall give the employee the opportunity to respond (in writing, if appropriate) to allegations of misconduct or unsatisfactory job performance and to review and respond to any written notes or records kept;
 - iii) The Out of Scope Manager shall notify the employee of any decision reached or action that is or may be taken as a result of the alleged misconduct or unsatisfactory job performance or the fact that notes may be kept;
 - iv) The record of a reprimand shall be removed from the employee's file after twelve (12) months have elapsed providing there have been no further disciplinary actions.

12.02 Principle of Progressive Discipline

The Employer endorses the concept of progressive discipline. The Employer reserves the right to use any disciplinary action deemed appropriate regardless of the order of the following clauses.

12.03 Warnings

Whenever the Employer's representative(s) deems it necessary to censure an employee, in a manner indicating that dismissal may follow any repetition of the act complained of, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Executive Director shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

12.04 Discharge Procedure

An employee may be dismissed or suspended, but only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended, he/she shall be given the reason in the presence of his/her Steward. Such employee and the Union shall be advised promptly, in writing, by the Employer of the reason for such discharge or suspension. The burden of proof of just cause shall rest with the Employer.

12.05 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 10, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure may be omitted in such cases.

12.06 Unjust Suspension or Discharge

Following the final decision within the Grievance Procedure, an employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority. He/she shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.07 Employee Representation

When the Employer wishes to meet with an employee for the purpose of discussing unsatisfactory work performance or conduct by the employee, if he/she or the Employer so requests, the employee shall be accompanied by his/her steward or other Union representative.

12.08 Crossing of Picket Lines during Strike

Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recall. Seniority shall operate on a bargaining unit wide basis and shall include all in-scope employees.

13.01.01 Seniority Calculated

Seniority is calculated from the employee's date of hire. One (1) day seniority is accumulated for each day worked and for each day of a paid leave of absence. Part-time and casual employees accumulate seniority on a prorated basis. See also Article 14.03, Article 22.02.03 and Article 23.03 and Appendix 1.

13.02 Seniority Lists

The Employer shall maintain a seniority list, based on the fiscal year, showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in May of each year.

13.03 Reinstatement of Term Employee's Seniority

Term employees who are rehired within one (1) year of their previous term expiring will, upon being rehired, be entitled to reinstatement of the seniority accrued to their last day of service under their previous term.

13.04 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer's representative(s). An employee shall only lose his/her seniority in the event:

- a) He/she is discharged for just cause and is not reinstated;
- b) He/she resigns in writing;

- c) He/she is absent from work without sufficient cause or without notifying the Employer's representative(s) unless such notice was not reasonably possible;
- d) He/she fails to return to work within seven (7) calendar days following the date of recall and after being notified by telephone and registered mail to do so, unless through sickness or other just cause; it shall be the responsibility of the employee to keep the Employer informed of his/her current address;
- e) He/she is laid off for a period longer than two (2) years.

13.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall continue to accumulate seniority and benefits according to Appendix 1 during such a transfer. If such an employee later returns to the bargaining unit, he/she shall be placed in his/her former position at the current rate of pay. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

13.06 Seconding Outside the Bargaining Unit

An employee may be seconded, with the consent of the employee, to other government ministries and recognized educational institutions. During such a secondment, an employee will accumulate seniority and benefits according to Appendix 1. Employees returning from such an assignment shall be placed in their former positions at the current rate of pay.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer's representative(s) shall notify the Union and post notice of the position in all of the Employer's office locations for a minimum of two (2) weeks, so that all members will know about the vacancy or new position. Whenever possible, notice of vacancies will be posted within two (2) weeks of the vacancy occurring.

14.02 Information in Postings

Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, wage or salary rate or range (except in external postings), status of the position (permanent, part-time, full-time, casual, number of guaranteed hours if known, term and length of term if

known). Such qualifications shall not be established in an arbitrary or discriminatory manner.

14.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- a) the principle of promotion and transfers within the service of the Employer;
- b) that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Transfers not bid on will be made on the basis of least seniority, providing that the least senior person has the qualifications and ability required to fill the position and has completed probation. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.
- c) posted term positions will be offered to the most senior qualified applicant whenever operational requirements permit. An employee who successfully bids on a posted term position shall have the right to return to his or her former position at the expiry of the term position. Seniority and benefits continue to accumulate in the usual manner for the duration of the term.

14.04 Bidding Rights of Term Employees on Leave of Absence

A term employee on a leave of absence for maternity, adoption, family responsibility, or disability leave may bid on any position posted before the expiration of his/her term and the Employer shall not refuse to hire the term employee on the basis that the employee's leave of absence may continue for a period of time, unless it is an undue hardship to leave the position vacant or fill the position on a temporary basis, for the period of time the term employee is absent.

14.05 Probation/Trial Period

The Employer and the Union agree that the following procedure will be followed in the evaluation of probationary employees:

- a) The Employer shall make a written summary of the evaluation, outlining both positive aspects of job performance and those areas of job performance requiring improvement, including any suggested courses of action to effect those improvements;
- b) A copy of the written evaluation shall be provided to the employee;
- c) The employee may add, in writing, his/her response to the written

evaluation;

- d) The evaluation, along with the employee's response, shall be signed by both parties, and placed on the employee's personnel file.

14.05.01 Probation for External Hires

Newly hired administrative staff shall be on probation for a period of 910 hours or six (6) months, whichever occurs first, from the date of hiring. All other staff shall be on probation for a period of 1950 hours or one (1) year, whichever occurs first, from the date of hiring. All staff will have a performance review midway through the probationary period. Any time on a leave of absence during a probationary period will not be counted in the hours required to complete probation.

The probationary period of an employee may be extended for such period as agreed upon between the parties.

During the probationary period, employees shall be entitled to all rights and benefits of this Agreement. The employment of such employees may be terminated at any time during the probationary period for general unsuitability and/or just cause.

After completion of the probationary period, seniority shall be effective from the original date of employment.

An employee's performance shall be appraised at least once at a point in time midway through the initial probationary period and a copy of the appraisal will be given to the employee. The appraisal will be done in accordance with Article 14.05. A newly hired employee who is promoted during his/her probationary period may revert to his/her former position. Where an employee reverts to his/her former position, the employee must complete the balance of the probationary period for that position.

14.05.02 Trial Period for Internal Hires

The successful administrative applicant shall be placed on trial for a period of three (3) months. Successful applicants for all Officer positions shall be placed on trial for a period of six (6) months. Successful applicants for the position of Solicitor and supervisory positions shall be placed on trial for a period of nine (9) months. An employee's performance shall be appraised at least once during the initial trial period, and a copy of the appraisal shall be given to the employee. The appraisal will be performed in accordance with Article 14.05.

If, during the trial period, the successful applicant in the position:

- a) proves unsatisfactory in the position
- b) is unable to perform the duties of the new job classification
- c) wishes to revert to his/her former position

then he/she or any other employee promoted or transferred because of the promotion shall revert to his/her former position and increment date, at the same step in the range they would have been in had they remained in the position. The trial period of an employee may be extended for such period as agreed upon between the parties.

14.06 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

ARTICLE 15 – LAY-OFFS AND RECALLS

15.01 Abolishment of Position(s)

The Employer will determine which position(s) will be abolished according to operational need.

15.02 Role of Seniority in Lay-offs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority.

15.03 Advance Notice of Lay-off

The Employer shall notify employees who are to be laid off at least one (1) calendar month prior to the effective date of lay-off. The Employer shall provide six (6) weeks' notice to employees whose period of employment is five (5) years or more, but less than ten (10) years. The Employer shall provide eight (8) weeks' notice to employees whose period of employment is ten (10) years or more. If the employee has not had the opportunity to work the period of employment specified above after notice of lay-off, s/he shall be paid in lieu of work for that period of time during which work was not made available.

15.04 Options on Lay-off or Bumping

Within one (1) week of notification of being laid off or bumped, an employee shall choose one (1) of the following options:

- a) exercise bumping rights;
- b) resign and receive severance pay immediately or at any time during a two-year recall period;
- c) go on lay-off with the right to recall for a two (2) year period;
- d) retire if qualified.

15.05 Recall Procedure

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

Employees have the right of recall for two (2) years from their date of lay-off. If an employee is laid off, recalled and then laid off again in a short time, the two-year recall period starts from the date of the last lay-off notice.

Employees will be recalled by telephone and a registered letter. If the employee fails to return to work within seven (7) calendar days following the date of recall, unless through sickness or other just cause, he/she will be considered resigned from the recall list and will receive severance pay immediately. The employee is responsible for keeping the Manager of Human Resources informed of his/her current address and phone number.

15.06 Contracting Out

No contracting out will occur and no new employees will be hired until those laid off have been given an opportunity of recall providing they are qualified to do the work. There shall be no contracting out of duties which could be performed by employees within the bargaining unit and no loss of hours for employees due to contracting out, except by mutual agreement of the Employer and the Union. All contracts shall have an end date.

15.07 Grievances on Lay-offs

Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 16 – HOURS OF WORK

16.01 Clerical

The work day shall not commence before 8:00 a.m. and not finish later than 5:00 p.m.

16.02 Earned Days Off (EDO)

- a) Regulated employees shall work seven (7) hours and forty-seven (47) minutes per day (70 hours in a two-week cycle) and shall be entitled to take one (1) earned day off (EDO) every two (2) weeks.
- b) Employees in the remaining classifications shall work unregulated hours within any working day or series of working days and shall work, over any month, an average of 7.5 hours per day and shall be eligible to earn and take one (1) EDO every three (3) weeks. To earn that day off, an employee must work 112.5 hours in three (3) weeks.
- c) All EDOs shall be subject to the following:
 - i) EDO for all employees, wherever possible, shall be on Mondays or Fridays or an alternate day mutually agreed to by the Employer and the employee.
 - ii) EDO shall not alter an employee's regular day of rest.
 - iii) There shall be no claim for sick leave when an employee is ill on a scheduled EDO.
 - iv) Employees on sick leave, vacation leave, education leave or other approved leave with or without pay shall resume their normal work cycle when they return to work. There shall be no accumulation of an employee's EDOs that would have been taken during the period of the leave.
 - v) While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include his/her scheduled EDOs during that period.
 - vi) When an employee is authorized or directed to work or to attend a training course that does not involve a leave of absence and falls on an EDO, the EDO will be rescheduled by mutual agreement.
 - vii) EDOs that fall on a paid holiday will be rescheduled to the preceding or next working day by mutual agreement or may be banked in accordance with Article 16.02 e).
 - viii) The Employer shall establish the three (3) week work cycles.
- d) The above hours of work may be altered by agreement between the Commission and the Union.

- e) Employees shall have the right to bank a maximum of five (5) EDOs during one (1) year upon mutual agreement of the employee and the Employer. For administrative purposes, the year shall be from April 1 to March 31 the following year. In order to bank EDOs, the employee must determine at least twenty-four (24) hours in advance which EDOs will be banked, and must inform the Employer's representative(s) in writing. Any number of the banked EDOs may be taken at one time, at a time mutually agreed to by the employee and Employer. Banked EDOs shall not conflict with the regular vacation rights of employees as set out in Article 19, nor with the regular rights of other employees to earn one (1) day off every three (3) weeks as set out in this Article.
- f) The combined number of EDOs and vacation credits carried over from March 31 of one fiscal year to April 1 of the next fiscal year shall not exceed seven (7) days. Consideration shall be given to requests to carry over additional days in special circumstances. See Article 19.02.06.

16.03 Paid Rest or Relief Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a shift.

16.04 Banked Time

Banked time is defined as any hours worked in excess of the normal number of hours in a month that are necessary to complete an employee's job. Banked time must be approved by the Employer. Banked time is accumulated at a rate equal to regular hours, not at the rate of time and a half or double time. Employees can accumulate banked time to a maximum of forty (40) hours, unless the Employer authorizes a higher maximum. Banked time will be taken off at a time mutually agreeable to the employee and the Employer. If a mutually agreeable time cannot be found, the Employer reserves the right to schedule the employee to take time off. Banked time is not considered overtime. The right to accumulate and take off banked time set out in this Article shall be deemed to be a benefit exceeding benefits set out in provincial labour legislation.

Up to one (1) hour of time may be banked without prior approval for unforeseen circumstances when serving clients. This time must be reported to the immediate supervisor at the beginning of the next work day.

16.05 Averaging Period for Overtime

For those employees working unregulated hours within any working day or series of working days, the number of hours to be worked for monthly overtime entitlement shall be determined on the basis of eight (8) hours times the number of normal working days in each month, less the number of paid holiday and earned days off in

that month. Any hours worked in excess of the normal number of hours in a month must be authorized by the Employer, and if so authorized, shall be granted as time off at the rate of double time (2x) and taken at a mutually agreeable time in the following month. If a mutually agreeable time cannot be found, the Employer reserves the right to schedule the employee to take the time off in the following month. There shall be no claim for sick leave when an employee is ill while taking time in lieu of overtime. Banked time earned under Article 16.04 is not considered overtime.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

All overtime must be assigned by the Employer.

All time worked beyond the normal work day, the normal work week or on a holiday shall be considered as overtime.

For unregulated employees, overtime shall be paid for all time worked after eleven (11) hours on a normal work day.

Banked time earned under Article 16.04 is not considered overtime.

17.02 Compensation for Work after Daily Scheduled Hours

- a) Overtime work after regular daily hours shall be paid for at the rate of double time (2x) in any one (1) day or shift, or time off in lieu of pay at the employee's option. Time off to be taken at a time mutually agreeable to the Employer's representative(s) and the employee concerned.
- b) Regular daily hours for part-time clerical staff shall be up to seven and one-half (7.5) hours per day, but shall not exceed thirty-five (35) hours per week. Any hours worked in excess of those outlined in an employee's letter of appointment, as required in Article 23.01, shall be mutually agreed to by the employee and the Employer.

17.03 Compensation for Work after Scheduled Weekly Hours

Overtime work after regular weekly hours shall be paid for at the rate of double time (2x) or time off in lieu of pay at the employee's option. Time off to be taken at a time mutually agreeable to Employer's representative(s) and the employee concerned. This clause is to be in effect only when a four (4) day work week is in effect and to be included in Letter of Agreement.

17.04 Compensation for Work Not Regularly Scheduled on Saturday

Overtime work on any not regularly scheduled Saturday shall be paid for at the rate of double time (2x) or time off in lieu of pay at the employee's option. Time off to be taken at a time mutually agreeable to the Employer's representative(s) and the employee concerned.

17.05 Compensation for Work on Sunday

Overtime work on Sunday shall be paid at the rate of double time (2x) or time off in lieu of pay at the employee's option. Time off to be taken at a time mutually agreeable to the Employer's representative(s) and the employee concerned.

17.06 Compensation for Work on Paid Holidays

Overtime work on a holiday when the employee was not scheduled to work shall be paid for at the rate of double time (2x) plus another day off with pay at a time mutually agreeable between the employee and the Employer's representative(s).

17.07 Payment for or Supply of Meals

Employees required to work for one (1) to four (4) hours of overtime, after completing their regular schedule of hours in any one day, shall be provided with a meal or an allowance of three dollars (\$3.00) by the Employer. If the employee works more than four (4) hours of overtime after completing his/her regular schedule of hours in any one day, that employee shall be provided with a meal allowance equal to the regular supper allowance.

17.08 No Lay-off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

17.09 Calculating of Overtime Rates

For the purpose of computing the hourly overtime rates for monthly rated employees, the formula is:

Yearly: 260 work days minus 17 earned days off, times 6.85 hours (clerical)
 = 1664 hours

Hourly: Yearly salary divided by yearly hours = hourly rate

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacations, or other approved leave of absence shall, for the purpose of computing overtime pay, be considered

as if he/she had worked during his/her regular hours during such absence.

17.10 Call-back Pay Guarantee

An employee who is called in to work outside his/her normal working hours shall be paid for a minimum of three (3) hours at overtime rates and shall be paid from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding from work.

17.11 Clerical Staff Required to Leave Headquarters

Clerical staff required to leave headquarters shall receive the regular sustenance and maintenance allowance which will be the same rate as applicable to field staff. A clerical employee required to be away from the home station overnight shall be compensated with either one-half (1/2) day off or one-half (1/2) day's pay in lieu thereof at the employee's option for each night so spent.

ARTICLE 18 – HOLIDAYS

18.01 Paid Holidays

The Employer recognizes the following as paid holidays:

- Four (4) hours on New Year's Eve Day
- New Year's Day
- Family Day
- Mid-winter Holiday (the Friday nearest February 15)
- Good Friday
- Victoria Day
- Canada Day
- Saskatchewan Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Four (4) hours on Christmas Eve Day
- Christmas Day
- Boxing Day
- One (1) floating working day

and any other day proclaimed as a holiday by the Provincial Government.

The paid holiday "one (1) floating working day" is earned per calendar year and cannot be carried over from year to year. This holiday is taken on a day that is mutually acceptable to each employee and his/her supervisor. This holiday is pro-rated on the basis of time worked in that calendar year.

18.02 Compensation for Part-time and Casual Employees for Paid Holidays

In lieu of payment for the holidays listed in Article 18.01, part-time and casual employees shall receive an additional five percent (5%) in each pay period. This 5% shall be calculated as follows:

$$\text{Hours worked during pay period} \times \text{Hourly rate} \times 5\%$$

18.03 Compensation for Holidays Falling on Saturday

When any of the above-noted holidays falls on Saturday and is not proclaimed as being observed on some other day, the preceding Friday or the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

18.04 Compensation for Holidays Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

18.05 Seniority and Benefits Earned on a Paid Holiday

On paid holidays, seniority and benefits will be accumulated according to Appendix 1.

ARTICLE 19 – VACATIONS

19.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period.

19.01.01 Service Defined

Service for the purpose of all of Article 19 is accumulated in the following manner:

- a) Service begins on the employee's commencement date and is calculated annually.
- b) One (1) service is gained on an employee's anniversary date except where there is a break of 182 calendar days in employment. The only circumstances that constitute a break in employment are

termination, resignation or an approved unpaid leave of absence of more than 181 calendar days. The first 181 calendar days of an individual's leave of absence are considered service and vacation entitlement is accumulated in the usual manner during this time.

- c) All time spent on worker's compensation, injured, ill or disabled worker's leave, maternity or adoption leave is counted toward vacation entitlements.
- d) All employees who are rehired within one year of their previous employment with the Commission expiring, upon being rehired, will be entitled to reinstatement of the service accrued to their last day of service under their previous term of employment.

19.01.02 Annual Vacation Entitlement

Except as otherwise provided in this Agreement, each employee is entitled to an annual vacation with pay as follows:

- a)
 - i) During the calendar year in which service is less than one year, 1.25 days' vacation leave is earned for each full month worked.
 - ii) During each calendar year in which service reaches one (1) year or more, but less than five (5) years, employees are entitled to fifteen (15) days' vacation leave. 1.25 days of vacation leave is earned for each full month worked.
 - iii) During each calendar year in which service reaches five (5) years or more, but less than ten (10) years, employees are entitled to twenty (20) days' vacation leave. 1.67 days of vacation leave is earned for each full month worked.
 - iv) During each calendar year in which service reaches ten (10) years or more, but less than twenty-five (25) years, employees are entitled to twenty-five (25) days' vacation leave. 2.083 days of vacation leave is earned for each full month worked.
 - v) During the calendar year in which service reaches twenty-five (25) years or more, employees are entitled to thirty (30) days' vacation leave. 2.5 days of vacation leave is earned for each full month worked.

Such vacation leave shall be estimated at the commencement of each vacation year, but shall be reduced as required throughout the vacation

year if, during that time, the employee resigns or is, for any reason set forth elsewhere in this Agreement, disentitled to any portion of the vacation leave.

19.02 Accumulation of Vacation Credits

19.02.01 Commencing Employment

For the purpose of computing vacation credits, an employee who commences employment during the period from the 1st to the 15th of the month will receive credit for that month's service. Employees commencing employment from the 16th to the end of the month will be considered as commencing their service, for vacation purposes, on the first day of the following month.

19.02.02 Earning Vacation Credits

Vacation credits are earned for days worked and all paid days not worked. Vacation credits are not earned for days claimed as unpaid leave and Workers' Compensation leave.

19.02.03 Compensation for Holidays Falling within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional day's paid vacation.

19.02.04 Approved Leave of Absence during Vacation

Where an employee qualifies for three (3) days or more sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at a time to be mutually agreeable to the Employer's representative(s) and the employee. In the case of illness of three (3) days or more, the employee will produce medical documentation supporting incapacitation due to illness in order to substantiate the request.

19.02.05 Vacation Credits Part-time and Casual Employees

Part-time employees working less than forty percent (40%) of regular hours and casual employees who receive vacation pay rather than annual vacation leave shall be entitled to take days off without pay for the number of vacation days they ordinarily would accumulate. On days taken in lieu of vacation, such employees will accumulate seniority and benefits according to Appendix 1.

19.02.06 Carryover of Vacation Credits

The vacation year shall be April 1 to the following March 31.

The combined number of EDOs and vacation credits carried over from March 31 of one fiscal year to April 1 of the next fiscal year shall not exceed seven (7) days. Consideration shall be given to requests to carry over additional days in special circumstances.

Vacation credits carried over shall not conflict with the regular vacation rights of other employees as set out within this Article.

19.03 Vacation Pay

- a) All casuals and part-time employees receiving vacation pay and;
- b) All term, part-time and full-time employees who, on termination of employment, cease work on a day other than the last day of the month in which employees under this Agreement work, will receive together with their regular pay, vacation pay at the following rates:
 - 6.36% for employees entitled to fifteen (15) working days' vacation per year;
 - 8.64% for employees entitled to twenty (20) working days' vacation per year;
 - 11.00% for employees entitled to twenty-five (25) working days' vacation per year;
 - 13.44% for employees entitled to thirty (30) working days' vacation per year.

19.04 Preference in Vacations

If vacations are requested during the months of July and August, they shall be granted first on the basis of seniority among those employees whose children attended school during the preceding spring, and secondly on the basis of seniority among those employees who did not have children attending school in the preceding spring.

19.05 Vacation Schedules

Vacation schedules shall be arranged by May 1 of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Employees will indicate their vacation preferences to their supervisor by April 1.

19.06 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

19.07 Seniority and Benefits Earned on a Vacation Leave

On paid vacation days or days taken in lieu of vacation (Article 19.02.05), seniority and benefits will be accumulated according to Appendix 1.

ARTICLE 20 – SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work, with full pay, by virtue of being sick, disabled, exposed to contagious diseases, unable to work because of pregnancy or pregnancy related illness, or receiving on-going treatment.

20.02 Annual Paid Sick Leave

- a) Fifteen (15) days' sick leave per year shall be earned by an employee at the rate of one and one quarter (1 1/4) days for every month an employee is employed.
- b) New employees shall be allowed a five (5) working days' advance of sick leave credits. Upon completion of ninety (90) days of employment, the new employee shall receive an advance of an additional ten (10) days' sick leave credits.

20.03 Accumulation of Annual Sick Leave

The unused portion of an employee's sick leave shall accrue for his/her future benefits.

20.04 Illness in the Family

In the case of illness of an immediate member of the family of an employee, the employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) accumulated sick days per illness for this purpose.

20.05 Personal and Family Responsibility Leave

Upon approval of his/her supervisor, leave with pay for Personal and Family Responsibility shall be granted to an employee. Such leave shall be deducted from

an employee's accumulated sick leave to a maximum of three (3) days per year. Such leave shall not be unreasonably withheld.

Personal and Family Responsibility shall be defined as responsibilities of an employee where the employee has an obligation or duty within the context of today's societal demands or pressures. Employees shall provide reasonable notice when they intend to utilize personal or family responsibility leave in order to minimize any negative effect on service delivery.

These leave provisions do not apply to purely discretionary personal or family matters.

20.06 Deductions from Sick Leave

- a) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- b) Absence for sick leave of less than two (2) hours shall not be deducted. Article 20.06 b) shall not apply to ongoing treatment.

20.07 Proof of Illness and Reporting Illness

20.07.01 Proof of Illness

An employee may be required to produce a certificate from a Medical Practitioner for any illness in excess of three (3) working days, certifying that he/she is unable to carry out his/her duties due to illness. However, where an employee is consistently absent for periods of three (3) working days or less, the Employer may request a medical certificate.

20.07.02 Reporting Illness

An employee who is unable to attend work due to illness shall notify the Employer before the hour he/she is to report for work or at their first reasonable opportunity.

20.08 Sick Leave during Leave of Absence

Where an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her accumulative credit, if any, existing at the time of such leave or lay-off.

20.09 Sick Leave Records

Immediately after the close of each fiscal year, each employee shall review the Sick Leave Records of the Employer and verify that the accumulated sick leave is correct. Each employee is to be advised, on application of the amount of sick leave accrued to his/her credit.

20.10 Computing Sick Leave

For the purpose of computing sick leave entitlement, an employee who commences employment during the period from the 1st to the 15th of the month will receive credit for that month's service. Full-time employees commencing employment from the 16th to the end of the month will be considered as commencing their service, for sick leave purposes, on the first day of the following month. Part-time employees will be considered as commencing their service, for sick leave purposes, on the first day of the following pay period.

20.11 Seniority and Benefits Earned on Paid Sick Leave

On paid sick leave, seniority and benefits will be accumulated according to Appendix 1.

20.12 Injured, Ill or Disabled Worker's Provisions

The Employer and the Union acknowledge that they have a duty to reasonably accommodate disabled workers in accordance with *The Saskatchewan Human Rights Code*.

- a) The Employer shall be obliged to return the employee to the position held before their leave if the employee returns within twenty-four (24) months of the initial leave, unless it would present an undue hardship for the Employer. However, nothing herein shall prevent the Employer from eliminating the employee's position due to a bona fide reduction of the workforce or restructuring.

ARTICLE 21 – LEAVE OF ABSENCE

Unless otherwise indicated, employees will continue to accumulate seniority and benefits according to Appendix 1 for all leaves of absence.

21.01 Leave of Absence for Union Business

- a) The Employer agrees that on at least seventy-two (72) hours' notice (exclusive of holidays and weekends), in writing, leave of absence shall be given to any designated employee(s) for the purpose of conducting Union

business.

The Union will notify the manager or supervisor and provide names for any pre-scheduled Union meetings, conventions, conferences, etc. as soon as the dates have been confirmed.

- b) An employee granted leave under this Article shall earn seniority and benefits as per Paid Union Leave in Appendix 1.
- c) The Employer agrees to continue to pay normal salary, supplementary earnings and benefits to employees delegated on a short-term basis of one (1) month or less to attend to Union business and that the Employer is to charge the Union for reimbursement of the cost.

21.02 Leave of Absence for Full-time Union or Public Duties

- a) The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Employer's representative(s) will grant leave of absence so that employees may be candidates in a federal, provincial or municipal election. During such a leave, an employee shall accumulate seniority and benefits according to Appendix 1.
- b) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated or who is elected to public office, shall be granted leave of absence for a period of one (1) year, and will maintain his/her seniority. Such leave shall be renewed each year, on request, during his/her term of office. During such a leave, an employee shall maintain, but not accumulate, seniority. During such a leave an employee shall accumulate benefits according to Appendix 1.

21.03 Paid Bereavement Leave

An employee shall be granted up to three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death of a parent, domestic partner, brother, sister, child, grandparent, or some person with whom the employee has experienced a very close relationship. Where the burial occurs outside the province, such leave may be extended up to five (5) working days.

21.04 Mourner's Leave

One-half (1/2) day's leave shall be granted without loss of pay to attend a funeral as a pallbearer or a mourner. If necessary, this leave may be extended to one (1) day.

21.05 Medical Care Leave

- a) Employees shall be allowed up to three (3) days per annum paid leave of

absence in order to engage in personal preventive medical and dental care or ongoing treatment. On request, employees may be required to show proof of medical or dental care. Ongoing treatment in excess of three (3) days will be charged against sick credits.

- b) Employees shall be allowed up to three (3) working days per annum paid leave of absence in order to engage in preventative health care of the children of his/her domestic partnership. Such leave shall be charged against an employee's sick leave entitlement.

21.06 Service Requirements for Maternity/Adoption/Parental Leave

An employee shall be entitled to maternity/adoption/parental leave. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

21.07 Seniority Status during Maternity/Adoption/Parental Leave

The employee shall accrue seniority during the period of maternity/adoption/parental leave.

21.08 Length of Maternity/Adoption/Parental Leave

Leave shall cover a period of up to twelve (12) months for the birth or adoption of a child. Where a Doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) year shall be granted.

21.09 Employer Payment of Benefits during Maternity/Adoption/Parental Leave

During the period of maternity/adoption/parental leave, the Employer shall continue contributions to the Employer paid benefit plans in effect. For those employees on a maternity/adoption/parental leave, provided the employee has filed a declaration of non-practice or claimed the status of an inactive member with the professional association, the Employer agrees not to deduct or claim from the employee, any portion of professional fees that have not or will not be refunded by the appropriate professional association.

21.10 Procedure Upon Return from Maternity/Adoption/Parental Leave

The employee returning to work after maternity/adoption/parental leave shall provide the Employer with at least one (1) month's notice. On return from originally agreed maternity leave, the employee shall be placed in her former position. If maternity leave is extended, for any reason, in excess of two (2) weeks, then the employee may be placed in her former position.

21.11 Family Leave

Employees shall be allowed leave of absence with pay for the following reasons:

Reason	Leave of Absence
Employee's marriage	Three (3) working days
Marriage of child of domestic partnership, employee's brother or sister	One (1) working day
Paternity Leave	Three (3) working days
Pressing Family Necessity (like serious fire or flood, etc.)	Maximum of three (3) working days per year
Domestic partnership breakdown	Up to two (2) working days

21.12 Time Off for Elections

Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

21.13 Paid Jury or Court Witness Duty Leave

The Employer's representative(s) shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

21.14 Education Leave

The Commission may grant education leave as follows:

a) i) Short-term Duration

From one (1) to eight (8) weeks may be granted to any employee who requests it, and where the Employer deems the education to be of benefit to the organization, provided that they apply two (2) months prior to the commencement of the proposed leave, and provided that arrangements can be made to ensure that the duties of the employee on leave can be covered.

ii) Medium-term Duration

From nine (9) to sixteen (16) weeks may be granted to any employee who requests it, and where the Employer deems the education to be of benefit to the organization, provided that they apply four (4) months prior to the commencement of the proposed leave, and provided that arrangements can be made to ensure that the duties of the employee on leave can be covered.

iii) Long-term Leave

From seventeen (17) to fifty-two (52) weeks may be granted to any employee who requests it, and where the Employer deems the education to be of benefit to the organization, provided that they apply six (6) months prior to the commencement of the proposed leave, and provided satisfactory arrangements can be made to cover the duties of the person on leave.

b) In consideration of the above, the employee agrees to return to the employ of the Employer and provide two (2) months' service for each one (1) month of salary equivalent (includes tuition and text books). Failure to return to the employ of the Employer or to return only a partial return service commitment to the Employer requires repayment of a pro-rata proportion of all education leave advances, plus interest at the chartered banks' prime rate of interest from the date the Employer ascertains that the return service commitment will not be provided. The employee will provide the Employer with a Promissory Note to this effect.

c) An employee returning from Education Leave may be reinstated in his/her former position at the then current rate of pay.

d) Writing Exams

Leave of absence with pay may be granted to allow employees time to write job related examinations to improve qualifications in the service.

e) Courses (Extramural)

Employees taking courses extramurally may be reimbursed for all or a portion of their tuition, necessary books and materials provided that the courses are job related, successfully completed and have had prior approval of the Commission.

21.15 General Leave

Definite and indefinite leave, if granted, shall entitle an employee to maintain but not

accumulate seniority for the duration of the leave. During such a leave, an employee shall accumulate benefits according to Appendix 1 for the duration of the leave. Whenever possible, one (1) month's notice is required when requesting either a definite or an indefinite leave.

a) **Definite**

Providing satisfactory arrangements can be made for the performance of his/her work, an employee shall, with valid reason, be granted a definite leave of absence without pay by the Chief Commissioner, for a period of up to one (1) year.

An employee granted definite leave under this subsection shall not be entitled to return from such leave in advance of the date to which the leave was granted. On return from leave of absence such employee shall be returned to his/her former position at the current rate of pay. When a definite leave is for six (6) months or longer an employee must give one (1) month's notice of his/her intention to return to work.

b) **Indefinite**

A permanent employee shall, for valid reasons, be granted indefinite leave of absence without pay by the Chief Commissioner.

- i) Employees on indefinite leave of absence shall be required to apply for extensions annually, giving proof that original conditions under which leave was granted still prevail.
- ii) A permanent employee granted indefinite leave of absence without pay shall, upon the conclusion of the leave, have his/her name placed on the Commission re-employment list.

21.16 Family Responsibility Leave

An employee shall be entitled to a full-time or part-time leave of absence without pay of up to two (2) years for the purpose of fulfilling family responsibilities regarding a parent, domestic partner, brother, sister, child, grandparent or some person with whom the employee has experienced a very close relationship. An employee granted such leave shall not be entitled to return from such a leave in advance of the date to which the leave was granted.

- a) An employee returning from such leave shall be returned to his/her former position at the current rate of pay.
- b) An employee on such leave of absence may apply for extensions not exceeding the above two (2) year period. An application for extension must

be received by the Chief Commissioner one (1) month before the present leave is completed.

- c) The employee returning to work after a family responsibility leave for up to one (1) year shall provide the Chief Commissioner with at least one (1) month's notice. If leave is longer than one (1) year, two (2) months' notice is required.

21.17 Leave for Court Appearance or Incarceration

- a) In the event that an employee is accused of an offence which requires a court appearance, he/she shall be entitled to a leave of absence without pay, such leave to cover time required for pre-trial legal custody.
- b) In the event that the employee is found guilty of an offence not involving the Commission, he/she may be granted a leave of absence without pay to cover the period of incarceration and will maintain but not accumulate seniority during such leave.

21.18 Return to Work While on a Leave of Absence

Employees required to return to work while on an approved leave of absence shall be compensated for all hours worked at normal rates of pay and shall have their child care and travel expenses reimbursed.

21.19 Deferred Salary Leave

The Human Rights Commission agrees to participate in the Deferred Salary Leave Plan introduced by the Government of Saskatchewan.

21.20 Appointment Leave

- a) An employee who is appointed by the Commission to a Board, Commission, Committee, Task Force, etc., shall be granted leave of absence with pay in order to carry out any duties arising out of such appointment.
- b) Upon the approval of the Commission, an employee who is appointed by any level of government to a Board, Commission, Committee, Task Force, etc., may be granted a leave of absence with or without pay in order to carry out any duties arising from such an appointment.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 Rates of Pay

22.01.01 Hourly and Daily Rates of Pay

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

a) Unregulated Employees

The hourly rate for employees working unregulated hours (an average of 37.5 hours per week, 162.5 hours per month) is:

monthly rate as per Schedule "A" (\$) = hourly rate (\$ per hour)
162.5 hours per month

The daily rate is the hourly rate x 7.5 hours.

b) Regulated Employees

The hourly rate for employees working regulated hours (35 hours per week, 151.67 hours per month) is:

monthly rate as per Schedule "A" (\$) = hourly rate (\$ per hour)
151.67 hours per month

The daily rate is the hourly rate x 7 hours.

22.01.02 Rate of Pay on Promotion

When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in a pay rate in his/her new classification which will provide an immediate increase over his/her previous salary rate. In instances where promotion results in less than five percent (5%) increase in pay, the employee shall move to the next higher step in the new pay range.

22.02 Increments

Employees are entitled to increments in their pay range as set out in Schedule "A".

22.02.01 Full-time Employees

An Employee is entitled to an increment in his/her position when he/she

has worked the equivalent of 130 days' service for the purpose of entitlement to a six-month increment and the equivalent of 260 days' service for the purpose of entitlement to annual increments. Where an employee has not worked the equivalent of 130 or 260 days, whichever is applicable, prior to his/her increment date, it shall be adjusted to the first day of the next pay period following the completion of the equivalent of 130 or 260 days worked.

22.02.02 Part-time and Casual Employees

- a) Part-time employees who are guaranteed a minimum of sixty percent (60%) of regular hours for their classification will earn increments in the following way:
 - i) 6-month increment – These part-time employees will earn this increment 6 months from their date of hire provided they have worked the equivalent of 78 da
 - ii) 1-year increment – These part-time employees will earn this increment 1 year from their date of hire provided they have worked the equivalent of 156 days.
- b) Part-time employees who are guaranteed less than sixty percent (60%) of regular hours for their classification and all casual employees must work the equivalent of 78 or 156 days, whichever is applicable, to be entitled to an increment.

22.02.03 Service Defined

For the purpose of Article 22.02, service will be accumulated in the following manner:

- a) Employees earn service for each day worked.
- b) Employees accumulate one (1) day of service for each of the following days or prorated for partial days, for paid time not worked for the purpose of designated holidays, vacation or time in lieu of vacation, paid sick leave, approved paid leaves of absences.
- c) Employees on Workers' Compensation, maternity, adoption and injured, ill or disabled worker's leave accumulate service for the first 181 calendar days of a claim, at which time their level of service will be maintained but they do not accumulate service until they return to work.
- d) Employees transferred outside the bargaining unit, but still employed by the Commission, will be considered to be earning service and

therefore increments in the usual manner.

Except as otherwise specified in Appendix 1 and c) above, all unpaid leaves are not considered service for the purpose of Article 22.02.

22.02.04 Increment Dates

a) Increment dates shall be established as follows:

- i) An employee who, during the period from the first of the month to the fifteenth of the month commences employment or is promoted or accrues the service required for an increment, shall have his/her increment date adjusted to the next pay period;
- ii) An employee who, during the period of the sixteenth of the month to the end of the month, commences employment or is promoted or accrues the service required for an increment, shall have his/her increment date adjusted to the next pay period.

22.02.05 Permanent Assignment to a Lower Paying Job

When an employee is permanently assigned to a lower paying job, he/she shall receive the rate of pay for the job, and his/her increment date and step shall remain the same.

22.02.06 Temporary Assignment to a Lower Paying Job

When an employee is temporarily assigned to a lower paying job, his/her rate of pay shall not be reduced and his/her increment date shall not be changed.

22.02.07 Lateral Transfer

An employee's increment date shall remain unchanged upon lateral transfer. The transfer of an employee to a different position in the same classification or in the same pay range shall be deemed to be a lateral transfer.

22.03 Pay on Temporary Transfers, Higher-rated Job

When an employee, for the period of at least a week, temporarily substitutes in or performs the duties of a higher paying position at a flat rate of pay, he/she shall receive the rate for the job. When an employee temporarily substitutes in or performs the principal duties of a higher paying position for which a salary range has been established, he/she shall receive the hourly rate in the salary range which is next higher to his/her previous hourly rate, or five percent (5%), whichever is

greater.

22.04 Pay for Newly Hired Employees

Up in the Range of Pay at the time of hiring:

- a) The newly hired employee who has previously worked for this Employer in the same or similar position within the past two (2) years and has worked for a period equal to the minimum requirements to complete Step One of Schedule "A" (6 months or 1 year), shall start at the second step of their pay band under the current Schedule "A".
- b) The newly hired employee who has previously worked for another Human Rights Commission in a similar position within the past two (2) years for a period equal to the minimum requirements to complete Step One of Schedule "A" (6 months or 1 year), shall start at the second step of their pay band under the current Schedule "A".
- c) The newly hired employee who has other work experience or other work experience plus a) or b) may be moved beyond the second step in the range with the agreement of the Employer and the Union.

22.05 Temporary Salary Supplement

The Commission may implement a temporary salary supplement in order to address documented recruitment and retention issues, or for special circumstances.

In assessing the need for a temporary salary supplement, the integrity of the Joint Job Evaluation Plan and the Collective Agreement shall be maintained.

When temporary salary supplement ranges are identified, the following shall apply:

- a) There will be annual review at the first Labour Management Committee meeting each fiscal year.
- b) Application will be on a job classification basis and band levels within the job classification may receive varying levels of supplements.
- c) Prior to the implementation of any changes, the Commission shall discuss their intentions with the Union.
- d) When the temporary supplemented ranges are implemented or increased, current employees affected will receive an increase to their salary rate equivalent to the percentage of the increase to the temporary salary supplement.

- e) When a temporary salary supplement is reduced or terminated, affected employees:
 - i) With a salary rate equal to or less than the maximum of the regular range, shall retain his/her current salary rate and be entitled to increments and economic adjustments, subject to the maximum of the regular range;
 - ii) With a salary rate exceeding the maximum of the regular range, shall retain his/her current salary rate and not be entitled to increments and economic adjustments until such time as the maximum of the regular range exceeds their current salary rate.

22.06 Vacation Pay

An employee may, upon giving at least three (3) weeks' notice, receive on the last office day preceding commencement of his/her annual vacation, any paycheques which may fall due during the periods of vacation.

22.07 Severance Pay

Where the employment of an employee with one or more years' service is terminated by the Employer for reasons other than just cause, or the employee is not re-employed prior to the expiry of the two-year limit on lay-off, or where the employment is terminated for reasons of certified ill health or retirement, the Employer shall pay to the employee one-third (1/3) of a month's salary for each year of service with the Commission on departure at the rate of pay effective immediately prior to termination.

For employees hired on or after July 30, 2017 who are subject to lay-off, severance shall be calculated as follows:

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

In the case of an employee who has completed five (5) or more years of continuous service, severance pay shall be on the basis of one (1) week's pay for each year of service or portion thereof, commencing with the first year up to the completion of nineteen (19) years. Commencing the twentieth (20) year, severance pay shall be on the basis of two (2) weeks for each year of service or portion thereof to a combined maximum of fifty-two (52) weeks. Service for the purpose of this provision shall include continuous service in positions both within and outside the scope of this Agreement. It shall not include time spent on the re-employment list.

Service for severance entitlement is calculated on the basis of actual time worked.

22.08 Mileage Allowances

- a) Mileage rates paid to employees using their own automobiles for the Employer's business shall be equivalent to the prevailing Public Service Commission rates currently in effect.
- b) The Employer shall also pay the difference in premiums between the rate for liability insurance on the employee's automobile if used for pleasure only, and the rate required to insure such automobile if used as well for the purpose of the Employer, providing the employee has committed the use of his/her own automobile on other than a casual basis and in no way relies on c).
- c) As a condition of employment, the Employer does not require anyone to own an automobile. When transportation is required, the employee may, with the approval of the Executive Director, elect to use his/her own automobile at the approved mileage rate. If an employee does not elect to use his/her own automobile, the Employer will, when necessary, provide alternative transportation.

22.09 Legal Costs

Notwithstanding any disciplinary actions for just cause, the Employer shall pay all legal costs arising out of lawsuits or charges in any court against any employee as a result of actions carried out in good faith and within the scope of the employee's employment duties and responsibilities. Actions shall be considered to be in good faith unless proven otherwise. The Employer shall also pay any judgement or monetary awards against an employee arising out of such court action.

22.10 Sustenance, Maintenance and Miscellaneous Expenses

Employees will be reimbursed for out of pocket travel expenses on the following basis:

- a)
 - i) Hotel accommodation, accommodation in private residences, meals, gratuities and other travel expenses for travel in or out of province at the current rates set by the Public Service Commission or as they may be changed from time to time.
 - ii) Northern Travel: receipts for actual and reasonable expenses for accommodation and meals will be reimbursed.

b) Miscellaneous Expenses

Substantiated by receipts.

- c) Management will reimburse casual employees \$0.25 per page for faxes and \$0.05 per page for printing paper that they use. Employees will provide the documentation required by accounting to access reimbursement.

Casual investigators are provided with the following office supplies as necessary:

- Stamped SHRC envelopes
- Stamps for special weight items
- Letterhead
- Envelopes
- Paper clips
- File folders
- Post-it notes
- Note pads

Casual investigators are provided with a calling card and all work-related long-distance charges can be billed to their calling card.

- d) Upon request, clerical staff who are required to leave headquarters shall be entitled to child care provided at the Employer's expense after normal working hours.

22.11 Winter Survival Kits

The Employer shall provide winter survival kits in each CVA vehicle. The contents of this kit will be decided by the Occupational Health and Safety Committee.

22.12 Employees on Leave as Witnesses

Employees on unpaid leave of absence who are called as witnesses at a Tribunal or Court of Queen's Bench because of their previous work for the Commission shall be entitled to receive banked time, on return to employment with the Commission, for time spent at the Tribunal or Court of Queen's Bench.

22.13 Maternity/Adoption Leave SUP Plan

A supplemental employment benefit plan will be provided to employees.

- a) The benefit level of the plan is payable in one of three forms:
- i) 3 weeks of an employee's normal salary in 15 equal payments during

the 15 weeks of insurable maternity/adoption leave;

- ii) 3 weeks of normal salary paid out with the employee receiving fifty percent (50%) of normal weekly salary for the first two (2) weeks of maternity/adoption leave and twenty percent (20%) of normal salary for the third through to the twelfth week, inclusive, of maternity/adoption leave;**
- iii) In one or more lump sums that still meet the requirements of EI;**
- iv) Normal salary for employees working less than full-time will be calculated based on average time worked in the preceding 12 months or EI qualifying period, whichever provides the greater benefit to the employee.**

It is also understood that, in any week, the total amount of SUP plan benefits, Employment Insurance gross benefits and any other earnings received by an employee will not exceed ninety-five percent (95%) of the employee's weekly earnings.

- b) SUP plan benefits will not be provided to employees under the following circumstances:**
 - i) Employees who are on a leave of absence without pay to hold a full-time Union position or to hold public office under Article 13.06;**
 - ii) Employees who are on education leave without pay under Article 21.14;**
 - iii) Employees who are on general leave without pay under Article 21.15;**
 - iv) Employees who are on family responsibility leave without pay under Article 21.16;**
 - v) Employees who are on an unpaid leave for pre-trial custody or incarceration under Article 21.17; and**
 - vi) Employees who are on lay-off or who refuse to return to work on recall from lay-off.**
- c) Although employees must qualify for and be entitled to EI benefits in order to receive SUP plan payments, employees may also receive SUP plan payments when they have insufficient insured weeks of employment to qualify for Employment Insurance Benefits or when an employee's Employment Insurance Benefits have been exhausted.**

Employees must apply for Employment Insurance Benefits before SUP plan payments become payable.

ARTICLE 23 – TERM, PART-TIME AND CASUAL EMPLOYEES

Term, part-time and casual employees shall be entitled to all rights, representation and benefits of this Agreement, including the right to contribute to the Government Pension Plan. Benefits will be prorated.

23.01 Part-time Employees

Employees who work at the Commission on a regular part-time basis will be guaranteed hours of work in their letter of appointment. Any reduction in their hours of work will be preceded by one (1) month's notice.

Part-time employees accumulate seniority on a prorated basis as per Article 13.01.01 and Appendix 1.

The Employer shall also pay group life insurance premiums based on 3 times salary for part-time employees working at least twenty percent (20%) of full-time hours.

Part-time employees accumulate benefits according to Appendix 1.

23.02 Term Employees

All term employees accumulate seniority and benefits during the term of their employment as per Appendix 1.

When the employee's term expires, he/she is no longer employed by the Commission and has no rights under the Collective Agreement, except that, when the employee has been employed as a term employee with the Commission for a cumulative period in excess of one year, the employee shall retain their seniority for a period of two (2) years, and be entitled to use their seniority to bid on job postings in accordance with the Collective Agreement.

If a former employee is rehired within one year of the expiry of his/her previous term, the seniority and credit toward vacation and increments earned during the last term of employment will be reinstated.

Reinstatement of seniority and credits toward vacation and increments shall operate on a cumulative basis, provided there is no break in service of one year or more.

Such employees are required to pass probation in their new position, as per Article

14.05, if they were not previously employed in this position. If they are rehired within one year into the same position, their probation is considered to begin on the first day of their original appointment to this position.

23.03 Casual Employees

Notwithstanding the above, employees who have no guaranteed hours of work are considered casual employees.

Casual employees earn benefits according to Appendix 1.

See also Article 14.03 and Article 22.02.02.

23.03.01 Assignment of Casual Hours

a) Regulated Employees

Casual hours are offered to employees on the basis of seniority. The most senior employee who is working less than full-time and is qualified to do the job in that classification will be offered casual hours first. Where an employee requires additional hours to complete a project, that employee may be given up to ten (10) additional hours, even though there are other regulated employees with more seniority.

b) Unregulated Employees

Casual hours will be offered on the basis of seniority, with some consideration given to operational need. Where an employee requires additional hours to complete a project, that employee may be given up to ten (10) additional hours, even though there are other unregulated employees with more seniority.

23.03.02 Failure to Work

Article 12 applies to casual employees. Should a casual employee fail to respond or refuse three (3) consecutive offers of work or the Employer is unable to reach them on three (3) separate, consecutive offers of work, management will notify the Union and the casual employee at his/her last known address that the employee will be terminated for being unavailable for work unless, within fourteen (14) days of the notice, the casual employee can show that he/she is reasonably available for work.

Casual employees are responsible for keeping the Employer informed of his/her current address and phone number and to contact the Employer at least once each year to indicate his/her availability for work.

ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION

The Employer and the Union shall jointly uphold the integrity of the Job Evaluation Plan.

24.01 Job Descriptions

The Employer's representative(s) agree to draw up job descriptions for all positions for which the Union is a bargaining agent. Revised descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. Job descriptions for new positions shall be presented to the Union within thirty (30) days of the new position being created.

24.02 Classification of Positions

- a) Where the Employer establishes a new position, the Employer will classify the new position in accordance with the in-scope Job Evaluation Plan and assign a rate of pay in accordance with the salary provisions of Schedule "A" and negotiate its inclusion or exclusion and the hours of work designation.
- b) Newly established positions will have their classification level reviewed six (6) months from hiring in order to ensure accuracy. Should the level change, the salary shall be adjusted in accordance with Article 24.03.
- c) Where there have been substantial duties added or deleted from an existing position, the Employer or the Union or incumbent may request a review of the classification of the position by the Employer, in accordance with the provisions of the in-scope Job Evaluation Plan.
- d) Should the incumbent not agree with the classification by the Employer, he/she may appeal within fifteen (15) calendar days of the written notice of the decision to an agreed upon outside third party. The appeal request shall set out clearly which factors are in dispute, including the rationale.
- e) Employees requesting reconsideration and up to one (1) witness shall be entitled to leave with pay for the purpose of appearing before the outside third party.

24.03 Salary Adjustments

Should the review of a position result in a change to the job rating and a new higher pay band, the incumbent(s)' salary will be placed at the job rate of the new pay band retroactive to the first day of the pay period immediately following the day in which the request was received by Human Resources. For newly established positions, the day in which the request was received will be the date of

commencement in the position provided no new duties have been assigned. Otherwise, the date established shall be the date the new duties were assigned.

Should the review result in a lower job rating, the incumbent(s)' salary will be maintained at its current level until such time as the maximum salary in the new pay band surpasses the incumbent(s)'s current salary. No incumbent will have his /her wages reduced as the result of a job evaluation review.

24.04 20-25% Review

- a) Commencing in 2014, the Employer and the Union agree to have a review conducted annually of 20% to 25% of the positions in the plan.
- b) Upon completion of a job review, employees or the Union shall be entitled to the appeal process as set out in Article 24.02 d).

ARTICLE 25 – ADDITIONAL BENEFITS

For each day worked and for each day of paid leave, employees shall accumulate all the benefits listed in Appendix 1, in the same manner as employees on paid leave under Article 21.03, Article 21.04 and Article 21.05.

25.01 Pension Plan

In addition to Canada Pension Plan, every employee as required by *The Saskatchewan Human Rights Code*, is covered by *The Public Employees Pension Plan Act*. The Employer will match the employee contributions to six percent (6%). The Employer and the Union agree to work co-operatively over the term of this Agreement to eliminate from the benefit plan any terms or conditions which do not conform to the provisions of Article 2.

Effective August 1, 2014, the Employer will match the employee contribution to 6.25%.

Effective August 1, 2015, the Employer will match the employee contribution to 6.50%.

25.02 Workers' Compensation Pay Supplement

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognised by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his/her regular salary.

An employee receiving Workers' Compensation shall accumulate seniority and benefits according to Appendix 1.

25.03 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this Article shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

25.04 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident which occurs in the performance of work for the Commission shall be at the expense of the Employer.

25.05 Group Life and Dependent Life Plan

The Commission agrees to pay the full premium to provide Group Life coverage in the amount of three (3) times annual salary with dependent coverage.

25.06 Long-Term Disability

The Union agrees to obtain and maintain a Long-Term Disability Policy. Total premiums for same to be deducted and remitted from employees' salaries. The Union agrees to provide a list of the amounts required to be paid on behalf of each employee referred to in this clause.

25.07 Dental Plan

The Employer agrees to continue to participate in the Public Employees Dental Plan and pay the required premium.

25.08 Employees' Share of EI Premium Reduction

The employees' portion of the EI premium reduction shall be used to reduce the long-term disability (LTD) premiums paid by Commission employees. The distribution of the premium rebate will not be based on salary but divided equally among all employees.

25.09 Employee Assistance Plan

The Employer will administer an Employee Assistance Plan, to a maximum of

\$2,000.00 per year, for the benefit of employees and their families. The Employer will keep confidential the employee's participation in the plan.

25.10 Pay Equity

The Union and the Employer agree that in order to ensure equal pay for equal value wage adjustments will not be eroded, accurate job descriptions and job ratings will be maintained on an ongoing basis. In addition, there will be a periodic review of jobs upon request and a full review of all jobs five (5) years after full implementation of the Joint Job Evaluation Plan.

ARTICLE 26 – PRESENT CONDITIONS AND BENEFITS

26.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer's representative(s) and the Union.

26.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiation.

ARTICLE 27 – COPIES OF AGREEMENT

27.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer's representative(s) shall print sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 28 – GENERAL

28.01 Plural or Masculine/Feminine Terms May Apply

Whenever the singular or feminine/masculine term is used in this Agreement, it shall be considered as if the plural or masculine/feminine has been used where the context of the party or hereto so require.

ARTICLE 29 – TERM OF AGREEMENT

29.01 Term of Agreement

This Agreement shall be binding and remain in effect from **August 1, 2017 to July 31, 2022**, and shall continue from year to year thereafter unless either party gives the other party notice, in writing, not less than **sixty (60) days** or more than **one-hundred and twenty (120) days** prior to July 31 in any year that it desires its termination or amendment.

29.02 Changes in Agreement

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

29.03 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and, if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date. Employees who have severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any wage or salary increase.

ARTICLE 30 – CHILD CARE

30.01 On-Site Child Care Centre

Both the Employer and the Union support the principle of on-the-job child care centres and recognize that such centres require the co-operation of both Employer and employees to be successful. If either party wishes to discuss on-the-job child care centres, they will provide thirty (30) days' notice to the other party and refer the matter to the Labour Management Committee.

ARTICLE 31 – EMPLOYMENT EQUITY PROGRAM

31.01 Employment Equity Program

Both parties agree to develop and implement a comprehensive employment equity program designed to eliminate systemic discrimination and reduce the under-representation of designated groups. This plan shall conform with the requirements set out under Section 47 of *The Saskatchewan Human Rights Code*. A joint Union/management committee shall be struck to oversee the implementation of the Employment Equity Program and to monitor the progress of the Employment Equity Program, as per Article 8.02 a). The work of the Committee shall be subject to the following conditions and to Article 8.03 a):

- a) The Committee shall meet at least four (4) times a year with the first meeting taking place no later than ninety (90) days after the signing of this Agreement.
- b) Committee members shall attend Committee meetings and carry out Committee work during work hours without loss of pay.
- c) Any elements of the plan which interfere or alter any of the Articles set out in this Collective Agreement, shall first be submitted to the Employer and the Union membership for ratification before incorporating into the plan, subject to the Commission authorizing any changes to the existing approved plan.

ARTICLE 32 – TECHNOLOGICAL CHANGE

32.01 Technological Change Defined

For the purpose of this Collective Agreement, technological change means:

- a) the introduction by an Employer into the workplace of equipment or material of a different nature or kind than that previously utilized, which affects two or more employees;
- b) a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material; or
- c) the removal by an Employer of any part of the work because of the introduction of new equipment or material.

32.02 Notice of Technological Change

The Employer shall give notice of and negotiate any technological change with the Union at least ninety (90) days prior to the date on which the technological change

is to be effected.

32.03 Technological Change and New Job Classifications

All new job classifications created through the introduction of technological change shall be automatically included within the scope of the Collective Agreement.

ARTICLE 33 – OCCUPATIONAL HEALTH AND SAFETY

33.01 Occupational Health and Safety Concerns

The Employer and the Union agree to discuss the specific health and safety concerns of employees.

33.02 Access to Occupational Health and Safety Information

All employees shall have an absolute right of access to all information held by the Employer concerning equipment and chemicals used in the workplace and to any research and reports conducted by the Employer in relation to occupational health and safety issues affecting their workplace.

33.03 Right to Refuse to do Work

Employees shall have the right to refuse to do work, without loss of pay or job discrimination, if the work creates any health hazards or perceived health hazards.

33.04 Eye Examinations

Where an employee's assigned duties entail the regular operation of a VDT, the Employer will:

- a) provide the employee with a reasonable period of paid leave for an eye examination upon commencing work on the VDT;
- b) thereafter provide the employee with a reasonable period of paid leave for eye examination on an annual basis and subsequent examinations if problems develop;
- c) pay for any special eyeglasses or contact lenses required because the employee is working on VDTs;
- d) pay reasonable costs associated with the above-mentioned eye examinations which are not covered by the Saskatchewan Medical Care Insurance Commission.

Regular operation is defined as an average daily computer use of four (4) hours. This average is taken over a period of one (1) month.

Reasonable costs include the cost of a regular eye examination and any additional tests providing the examination and tests are necessary as a result of regular operation of a VDT.

33.05 Employee Wellness

In the interests of promoting employee health and productivity, the Employer agrees to accommodate employee wellness initiatives wherever possible and when not disruptive to operations.

ARTICLE 34 – WORK ARRANGEMENTS

34.01 Job Sharing

The parties agree in principle to consider and implement, whenever possible, job sharing proposals presented by employees.

34.02 Job Exchange

The parties agree in principle to consider and implement, whenever possible, internal job exchange proposals presented by employees.

34.03 Flexible Work Arrangements

The Union and the Employer agree there is a need to balance work and family. Toward that end, the parties agree that, with the approval of their supervisor or manager, an employee may work a flexible work schedule and, on occasion, in a flexible work location. Where the Employer agrees that operational requirements allow for it, this may include working an expanded work day to reduce the work week.

34.04 Retirement Transition

The Union and Employer agree that there may be a desire by an employee to ease the transition into retirement. Toward that end the parties agree that, with the approval of the Employer, an employee may work with a reduced work schedule. Where the Employer agrees that operational arrangements allow for it, this may include working a minimum of sixty percent (60%) of full-time.

ARTICLE 35 – PERSONNEL RECORDS AND PERFORMANCE EVALUATIONS

35.01 Right to Review Personnel Records

Employees shall have the right at any time to review their personnel files and to make copies of any material contained in them.

35.02 Copies of Performance Evaluations

Employees will be given a copy of their performance evaluation upon its completion.

35.03 Right to Written Response

Employees shall have the right to add written responses to their performance evaluations or any material in their personnel file.

35.04 Performance Evaluations Part of Personnel Record

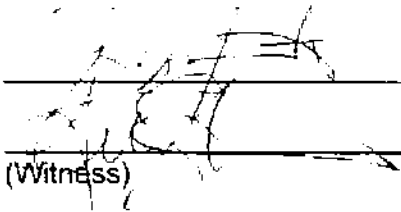
Performance evaluations including the employee's written response shall be placed on the employee's personnel file.

SIGNING PAGE

This Agreement signed on the 7th day of December, 2020

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seal by their proper signing officers on both the day and year first above written.

SIGNED ON BEHALF OF LOCAL 1871
OF THE CANADIAN UNION OF PUBLIC
EMPLOYEES



(Witness)

SIGNED ON BEHALF OF THE
SASKATCHEWAN HUMAN
RIGHTS COMMISSION



(Witness)

APPENDIX 1: Accumulation of Seniority and Benefits

Relevant Articles	Seniority	Vacation Entitlement	Vacation Earned	Sick Leave Earned	Increment	Severance	LTD	GLI	Pension	EAP
13.05 Transfers	Yes	Yes	Yes	Yes	Yes	Yes	EE Paid	Yes	Yes	Yes
13.06 Seconding	Yes	Yes	Yes with 2NDing Employer	Yes	Yes	Yes	EE Option to Pay	EE Option to Pay	Pay Back	Yes
18.05 Stat Holidays	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
19 Vacation & 19.02.05 Time in Lieu of Vacation	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
20.11 Sick Leave – Paid	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
20.12 Injured, Ill, Disabled Leave	Yes	Yes	No	No	181 Days	181 Days	EE Paid	Carrier's Waiting Period for LTD	Option Pay Back	First 181 Days
21.01 Paid Union Leave	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
21.01 Unpaid Union Leave	Yes	181 Days	No	No	No	No	EE Paid	EE Paid	Yes	Yes
21.02 Unpaid FT Union or Public Duties	a) Candidate – Yes b) Upon Election – No	181 Days	No	No	No	No	EE Paid	EE Paid	Pay Back	No
21.03, 04, 05 Paid Leaves	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
21.06 Maternity/ Adoption/ Parental Leave	Yes	Yes	No	No	181 Days	181 Days	Yes	Yes	Yes	Yes
21.13 Paid Leave	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
21.14 Unpaid Education Leave	Yes	181 Days	No	No	No	181 Days	EE Paid	EE Paid	Pay Back	No
21.15 General Leave	No	181 Days	No	No	No	No	EE Paid	EE Paid	Pay Back	No
21.16 Family	Yes	181 Days	No	No	No	181 Days	EE Paid	EE Paid	Pay Back	No

APPENDIX 1: Accumulation of Seniority and Benefits

Relevant Articles	Seniority	Vacation Entitlement	Vacation Earned	Sick Leave Earned	Increment	Severance	LTD	GLI	Pension	EAP
Responsibility Leave										
21.17 Court or Incarceration	a) Yes Unless Convicted b) No If Convicted	181 Days	No	No	No	No	EE Paid	EE Paid	Pay Back	No
21.19 Deferred Salary Leave	No	181 Days	No	No	No	No	EE Paid	EE Paid	Pay Back	No
21.20 Appointment Leave	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Relevant Articles	Seniority	Vacation Entitlement	Vacation Earned	Sick Leave Earned	Increment	Severance	LTD	GLI	Pension	EAP
23.01 Part-time	Actual Time Worked	Yes	Actual Time Worked	Actual Time Worked	60% Threshold	Time Worked	EE Paid Pro.	ER Paid Pro.	Pro. EE Optional	Yes
23.02 Term	Yes	Yes	Yes	Yes	Yes	No	EE Paid	ER Paid	EE Optional	Yes
23.03 Casual	Yes	Yes	Actual Time Worked	Actual Time Worked	60% Threshold	Time Worked	No	No	Pro. EE Optional	Yes
25.02 Workers' Compensation Supplement	Yes	Yes	No	No	181 Days	181 Days	EE Paid	ER Paid	EE Paid	1 st 181 Days

EXPLANATORY NOTES

These explain the terms in each column in Appendix 1.

Please refer to the articles in the Collective Agreement and this Appendix jointly.

Seniority (See also Article 13)

- **Yes** – Seniority is accumulated for the days claimed under a particular article.
- **No** – Seniority is maintained, but not accumulated for the days claimed under a particular article.
- **FP** – Former Position. While on leave from their former positions under Article 20.11, employees who return to work at reduced hours shall continue to accumulate seniority at the same rate as in their former positions.

Vacation Entitlement (See also Article 19)

- **Yes** – Service is counted for vacation entitlement for the days claimed under a particular article.
- **No** – No service is counted for vacation entitlement of the days claimed under a particular article.
- **181 Days** – The first 181 calendar days are counted as service for vacation entitlement for the days claimed under a particular article.

Vacation Earned (See also Article 19)

- **Yes** – Vacation credits are earned for the days claimed under a particular article.
- **No** – No vacation credits are earned for the days claimed under a particular article.
- **181 Days** – Vacation credits are earned for the first 181 calendar days claimed under a particular article.
- **Time Worked** – Vacation credits are earned on the basis of actual time worked for the duration of this period.
- **Yes with 2NDing Employer** – The employee earns vacation credits with the seconding Employer.

Sick Leave Earned (See also Article 20)

- **Yes** – Sick leave credits are earned for the days claimed under a particular article.
- **No** – No sick leave credits are earned for the days claimed under a particular article.
- **181 Days** – Sick leave credits are earned for the first 181 calendar days claimed under a particular article.
- **Time Worked** – Sick leave credits are earned on the basis of actual time worked for the duration of this period.

- **Prorated Equivalent to Time Worked** – Sick leave credits are earned on a basis of equivalent to time worked calculated on pay received during such a leave.

Increments (See also Article 22.02)

- **Yes** – Service is counted for increment entitlement for the days claimed under a particular article.
- **No** – No service is counted for increment entitlement for the days claimed under a particular article.
- **181 Days** – The first 181 calendar days of this period are counted as service for increment entitlement.
- **Prorated – 60% Threshold** – Service is counted for increment entitlement on the basis of actual time worked subject to the provisions of Article 22.02.02.

Severance (See also Article 22.07)

- **Yes** – Service is counted for severance entitlement for the days claimed under a particular article.
- **No** – No service is counted for severance entitlement for the days claimed under a particular article.
- **Time Worked** – Service for severance entitlement is calculated on the basis of actual time worked for this period.

LTD – Long-Term Disability

LTD continues to be paid by the employer for days claimed under the specified article, subject to plan restrictions.

GLI – Group Life Insurance

GLI continues to be paid by the Employer for days claimed under the specified article, subject to plan restrictions. EE paid means employees have the option to pay their own group life insurance while they are on unpaid leaves providing the carrier allows this. The carrier's waiting period for LTD means the ER pays the life premium when the employee is on leave under Article 20.12 until the employee begins receiving LTD benefits.

Pension – PEPP

Employees continue to participate in the pension plan for days claimed under the specified article. Pay back means upon return from a leave of absence, employees will have the option of double pension deductions from their pay cheques until they have paid for the employee pension contributions they should have made while on leave.

EAP – Employee Assistance Plan

Employees continue to be able to access EAP benefits for days claimed under the specified article.

ER – Employer Paid Benefit

EE – Employee Paid Benefit

LTD – EE Paid Pro – Employee Paid Benefit prorated based on time worked

GLI – ER Paid Pro – Employer Paid Benefit prorated based on time worked

Abbreviations Used in Appendix 1

EAP	Employee Assistance Plan
EE	Employee
ER	Employer
FP	Former Position
GLI	Group Life Insurance
HRC	Human Rights Commission
LTD	Long-Term Disability
Pro	Prorated
2NDing	Seconding
FT	Full-time

SCHEDULE "A" SALARY SCHEDULES

Job Evaluation Banding

BAND	Band Point Range	Job Titles
11	429-450	Empty
10	406-428	Lawyer
9	384-405	Investigator (Supervisor duties) Media Specialist
8	361-383	Investigator Community Engagement Consultant Mediator
7	339-360	Intake Consultant
6	316-338	Empty
5	294-315	Legal Assistant
4	271-293	Reception Administrative Assistant
3	249-270	Investigations Administrative Assistant
2	226-248	Empty
1b	<225	Empty
1a	<225	Casual Secretary

**Saskatchewan Human Rights Commission
Salary Schedule "A"**

Effective Date August 1, 2017, Increase 0%										
Band	Start	Hourly	6 months	hourly	1 year	hourly	2 years	hourly	3 years	hourly
11	8,218	50.575			8,833	54.360	9,489	58.395	10,197	62.751
10	6,456	39.730			6,938	42.695	7,455	45.877	8,012	49.302
9	5,939	36.548			6,384	39.284	6,858	42.203	7,371	45.359
8	5,465	33.629			5,873	36.142	6,309	38.825	6,780	41.725
7	5,030	30.952			5,406	33.268	5,808	35.741	6,244	38.425
6	4,241	27.962	4,585	30.232	4,957	32.685	5,359	35.335		
5	3,903	25.734	4,220	27.821	4,562	30.078	4,932	32.517		
4	3,688	24.314	3,964	26.134	4,258	28.074	4,575	30.162		
3	3,366	22.191	3,616	23.843	3,886	25.621	4,177	27.540		
2	3,040	20.047	3,288	21.678	3,554	23.435	3,842	25.333		
1b	3,011	19.850	3,228	21.284	3,466	22.852	3,715	24.496		
1a	2,849	18.782	3,060	20.174	3,290	21.692	3,535	23.308		

**Saskatchewan Human Rights Commission
Salary Schedule "A"**

Effective Date August 1, 2018, Increase 0%										
Band	Start	Hourly	6 months	hourly	1 year	hourly	2 years	hourly	3 years	hourly
11	8,218	50.575			8,833	54.360	9,489	58.395	10,197	62.751
10	6,456	39.730			6,938	42.695	7,455	45.877	8,012	49.302
9	5,939	36.548			6,384	39.284	6,858	42.203	7,371	45.359
8	5,465	33.629			5,873	36.142	6,309	38.825	6,780	41.725
7	5,030	30.952			5,406	33.268	5,808	35.741	6,244	38.425
6	4,241	27.962	4,585	30.232	4,957	32.685	5,359	35.335		
5	3,903	25.734	4,220	27.821	4,562	30.078	4,932	32.517		
4	3,688	24.314	3,964	26.134	4,258	28.074	4,575	30.162		
3	3,366	22.191	3,616	23.843	3,886	25.621	4,177	27.540		
2	3,040	20.047	3,288	21.678	3,554	23.435	3,842	25.333		
1b	3,011	19.850	3,228	21.284	3,466	22.852	3,715	24.496		
1a	2,849	18.782	3,060	20.174	3,290	21.692	3,535	23.308		

**Saskatchewan Human Rights Commission
Salary Schedule "A"**

Effective Date August 1, 2019, Increase 1%										
Band	Start	Hourly	6 months	hourly	1 year	hourly	2 years	hourly	3 years	hourly
11	8300	51.081			8921	54.904	9584	58.979	10299	63.379
10	6521	40.127			7007	43.122	7530	46.336	8092	49.795
9	5998	36.913			6448	39.677	6927	42.625	7445	45.813
8	5520	33.965			5932	36.503	6372	39.213	6848	42.142
7	5080	31.262			5460	33.601	5866	36.098	6306	38.809
6	4283	28.242	4631	30.534	5007	33.012	5413	35.688		
5	3942	25.991	4262	28.099	4608	30.379	4981	32.842		
4	3725	24.557	4004	26.395	4301	28.355	4621	30.464		

**Saskatchewan Human Rights Commission
Salary Schedule "A"**

Effective Date August 1, 2020, Increase 2%										
Band	Start	Hourly	6 months	hourly	1 year	hourly	2 years	hourly	3 years	hourly
11	8466	52.103			9099	56.002	9776	60.159	10505	64.647
10	6651	40.93			7147	43.984	7681	47.263	8254	50.791
9	6118	37.651			6577	40.471	7066	43.478	7594	46.729
8	5630	34.644			6051	37.233	6499	39.997	6985	42.985
7	5182	31.887			5569	34.273	5983	36.82	6432	39.585
6	4369	28.807	4724	31.145	5107	33.672	5521	36.402		
5	4021	26.511	4347	28.661	4700	30.987	5081	33.499		
4	3800	25.048	4084	26.923	4387	28.922	4713	31.073		

**Saskatchewan Human Rights Commission
Salary Schedule "A"**

Effective Date August 1, 2021, Increase 2%										
Band	Start	Hourly	6 months	hourly	1 year	hourly	2 years	hourly	3 years	hourly
11	8635	53.145			9281	57.122	9972	61.362	10715	65.94
10	6784	41.749			7290	44.864	7835	48.208	8419	51.807
9	6240	38.404			6709	41.28	7207	44.348	7746	47.664
8	5743	35.337			6172	37.978	6629	40.797	7125	43.845
7	5286	32.525			5680	34.958	5797	37.556	6561	40.377
6	4456	29.383	4818	31.768	5209	34.345	5631	37.13		
5	4101	27.041	4434	29.234	4794	31.607	5183	34.169		
4	3976	25.549	4166	27.461	4475	29.5	4807	31.694		

LETTER OF UNDERSTANDING #1

November 29, 2001

RE: Extended Health Care Plan

Immediate

The Employer to provide \$847.00 on January 1, 2002 to be applied to the premium deficit for February and March 2002. The Employer to advance the August 1, 2002 to July 31, 2003 funding (1% of straight time payroll as of July 31, 2002 plus \$1400.00 special adjustment) on April 1, 2002.

Ongoing

The Employer and Union agree that 1% of straight time payroll as of July 31 of each year plus the annual special adjustment of \$1400.00 will be used to fund the Extended Health Care Plan. The administration costs will be borne by a third party (Public Employees Benefits Plan). The Employer will carry out the day-to-day administration in consultation with the Union.

As of July 31 of each contract year, if there is any surplus, the Employer agrees to pay the surplus to the Union to be held in an account as a premium reserve fund.

Any increase in the required premiums will be paid by either the premium reserve fund or CUPE Local 1871.

The Employer and the Union further agree that if the Extended Health Care Plan is discontinued at any time in the future, then 1% of the Schedule "A" in effect as of the date of cancellation will be added to Schedule "A" and all subsequent Schedule "A"s will be revised to reflect the increase.

In the event the Employer has advanced the 1% straight time payroll for the Extended Health Care Plan when the plan is cancelled, the 1% of straight time payroll will be added to Schedule "A" in the year following cancellation.

In the event of cancellation, the annual special adjustment of \$1400.00 will be used for other employee benefits as defined by the Union.

FOR THE SASKATCHEWAN
HUMAN RIGHTS COMMISSION



(Witness)

FOR CUPE LOCAL 1871



(Witness)

LETTER OF UNDERSTANDING #2

July 15, 1997

RE: Long-Term Disability and Life Insurance Plan

The Employer and Union agree to change the carrier of life and long-term disability insurance for Unionized employees from London Life to the Public Employees' Benefit Agency as of September 1, 1997.

All employees who work forty percent (40%) or more will be eligible for life and long-term disability coverage.

Life insurance continues to be an Employer paid benefit and eligible employees continue to have coverage at 3 x annual salary.

Long-term disability coverage continues to be an employee paid benefit.

Both parties understand that employees currently receiving disability benefits from London Life will continue to receive these benefits from London Life after September 1, 1997.

The Employer and the Union agree if a new claim arises between July 15 and September 1, 1997, they will work together to ensure coverage is provided by the appropriate carrier.

DATE: Dec 7/20

FOR THE SASKATCHEWAN
HUMAN RIGHTS COMMISSION



(Witness)

FOR CUPE LOCAL 1871



(Witness)

LETTER OF UNDERSTANDING #3

January 24, 2000

RE: Seniority – Calculation and Appeal Process

The Union and management of the Saskatchewan Human Rights Commission agree the following formulas will be used to calculate seniority annually. The following is an addition to Article 13.01.01. They further agree to the appeal process as set out below.

Seniority Calculations:

1. **Full-time Employees**

One (1) year is added to a full-time employee's seniority unless they took a leave of absence that would affect their seniority.

If a leave of absence is taken that will reduce the full-time employee's seniority their 12 months will be reduced by the appropriate amount of time as per the Collective Agreement. The reduction will be in months or a portion of a month.

2. **Part-time Employees**

12 months x Hours billed (including vacation time) + Prorated paid holidays (Article 18) + leaves accruing seniority

Full-time hours (7 or 7.5 hours/day x 5 days/week x 52 weeks per year)

3. **Casual Employees**

12 months x Hours billed + time in lieu of vacation + paid holidays (Article 18) + leave time that accrues seniority

Full-time hours (7 or 7.5 hours/day x 5 days x 52 weeks)

Seniority Appeal Process:

The Employer will provide each Union member a copy of the seniority list when the tentative seniority list is posted in each office. Employees will be notified at that time that they have ninety (90) days to review the list and appeal.

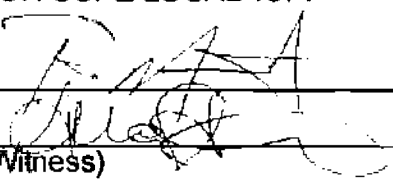
Employees should address their appeal to the Manager, Human Resources. The appeal will be on the attached form. All appeals will be dealt with promptly.

After the 90-day open period, if no appeals are forthcoming or the appeals are resolved, the seniority list becomes permanent. It can only be reopened if unforeseen, unusual circumstances occur and the Union and management agree it is necessary.

DATE: Dec 7/20

FOR THE SASKATCHEWAN
HUMAN RIGHTS COMMISSION


(Witness)

FOR CUPE LOCAL 1871


(Witness)

LETTER OF UNDERSTANDING #4

RE: Midas Implementation

The parties agree to participate in a review of salary schedules and other provisions that are impacted by the implementation of the MIDAS system.

The parties acknowledge that implementation of the MIDAS system requires adopting salary ranges instead of the current salary step format.

The parties agree that any changes required to implement the MIDAS system will not negatively affect the current Collective Agreement provisions.

The parties further agree increments will continue to be calculated incrementally at 7.5%.

Note: The parties agree to continue showing the 7.5% increment steps within the pay schedule section of the Collective Agreement.


DATE: Dec 7/20

FOR THE SASKATCHEWAN
HUMAN RIGHTS COMMISSION



(Witness)

FOR CUPE LOCAL 1871



(Witness)

LETTER OF UNDERSTANDING #5

RE: Conversion to Start Date Seniority

The parties agree that effective April 1, 2015, employees shall be ranked in order of seniority. The most senior employee shall be ranked first and the least senior employee shall be ranked last.

Seniority will be defined as the length of service in the bargaining unit from the date the employee last entered the service of the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recall. Seniority shall operate on a bargaining unit wide basis and shall include all in-scope employees.

For the purpose of determining the seniority of two (2) or more employees who have the same bargaining unit seniority, their social insurance numbers will be used. The employee with the lowest last six (6) social insurance numbers will be considered the senior.

Seniority will be calculated from the employee's date of hire. One (1) day seniority is accumulated for each day worked and for each day of a paid leave of absence.


The ranking list will be generated from the latest seniority list referred to in Article 13.02. The Employer will provide each employee a copy of the seniority list. Employees will be notified at that time that they have ninety (90) days to review the list and appeal. Employees should address their appeal to the Manager, Human Resources. After the 90-day open period, if no appeals are forthcoming or the appeals are resolved, the final seniority list becomes the ranking list.

Employees hired after April 1, 2015 shall be added to the bottom of the seniority list as established above in order of their date of hire.

All Articles where hours-based seniority is referred to will be intended to be read as start-date seniority.

DATE: Dec 7/20

FOR THE SASKATCHEWAN
HUMAN RIGHTS COMMISSION



(Witness)

FOR CUPE LOCAL 1871



(Witness)

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https://cupe.sharepoint.com/sites/SaskatoonAOShare/Shared Documents/.. LOCALS/L_1871 Saskatchewan Human Rights Commission/Collective Agreements/Collective_Agreement_L1871_2017_08_01_to_2022_07_31.docx

