

SCHEDULE 9

EMPLOYEE TRANSITION

1. AFFECTED EMPLOYEES

1.1 Information to be Provided to Project Co

In respect of the Affected Employees, the City shall, no later than 30 days prior to the Transfer Date, and, thereafter, no later than 5 Business Days from completion of a payroll period in which there is a material change in the relevant information, provide Project Co or the relevant Project Co Party, as the case may be, with:

- (a) a list of all Affected Employees to be transferred pursuant to Section 8.1 of this Agreement;
- (b) a copy of the Collective Agreement, including any amendments thereto, applicable to any of the Affected Employees, together with a copy of any arbitral decision under the Collective Agreements or applicable to any of the Affected Employees that the City has in its possession at that time;
- (c) a list detailing the hourly wage rate, job classification or position, length of service, date of hire (if different), regular hours of work, overtime worked in the last 12 months, vacation pay entitlements, accumulated sick banks, employment status (active, paid or unpaid leave of absence and the nature of the leave of absence, layoff, short or long term disability, workers' compensation leave or discharged pending arbitration) and, if known, expected date of return if not actively at work for each Affected Employee;
- (d) a description of the benefits to which the Affected Employees may be entitled on the Transfer Date, including a description of any extended health and medical coverage, group life insurance, accidental death and dismemberment, short and long term disability, vision care, dental care and any other similar benefits;
- (e) a description of the retirement benefits to which the Affected Employees will be entitled on the Transfer Date;
- (f) a description of any other material supplemental benefits to which the Affected Employees will be entitled on the Transfer Date that are not specified in the Collective Agreement; and
- (g) a list of any outstanding grievances or litigation, including claims under *The Saskatchewan Human Rights Code* (Saskatchewan), *The Occupational Health and Safety Act* (Saskatchewan) or *The Saskatchewan Employment Act* (Saskatchewan), as applicable, *The Worker's Compensation Act* (Saskatchewan) and other provincial employment statutes, related to the Affected Employees.

2. GRIEVANCES AND LITIGATION

- (a) The City shall, no later than 3 Business Days after the Transfer Date, provide Project Co or the relevant Project Co Party with a list, updated to the Transfer Date, of any outstanding grievances or litigation related to the Transferred Employees. The City will retain carriage of any grievance or litigation outstanding as at the Transfer Date until such grievance or litigation is finally resolved, settled or otherwise determined. The City will also reimburse Project Co for the reasonable costs of defending any grievance or litigation related to the Transferred Employees where the event that gave rise to such grievance or litigation occurred prior to the Transfer Date, except to the extent such event was caused or contributed to by Project Co or any Project Co Party.
- (b) Each party agrees to make available to the other party all witnesses, records, materials and information in such party's possession, under its control or to which it may have access as the other party may be reasonably require to defend or prosecute any grievance or litigation related to the Transferred Employees, whether such grievance or litigation was initiated before or after the Transfer Date.

3. BENEFIT PLAN

Subject to Section 4, no later than 20 Business Days prior to the Transfer Date, Project Co shall arrange, or shall cause the relevant Project Co Party to arrange, in accordance with Section 8 of this Agreement, for the establishment or designation of benefit plans in which any Transferred Employee would participate, on or after the Transfer Date, and shall immediately notify the City, in writing, of the establishment or designation of such benefit plans. The City will notify the applicable insurer(s) that the Transferred Employees will cease to participate in the City's benefit plans effective as of the Transfer Date.

4. PENSION AND LTD PLANS

- (a) No later than 30 days prior to the Transfer Date, Project Co shall, or shall cause the relevant Project Co Party to, either:
 - (i) provide confirmation, in writing, to the City that Project Co, or the relevant Project Co Party, is currently a participating employer under the terms of the Pension Plan and the LTD Plan; or
 - (ii) seek approval under the Pension Plan or the LTD Plan, as applicable, that it qualifies as a participating employer under the terms of the Pension Plan or the LTD Plan, as applicable, so as to provide pension benefits or long-term disability benefits, as applicable, in accordance with Section 8 of this Agreement for all Transferred Employees on and after the Transfer Date, and provide confirmation, in writing, to the City of such approval no later than 5 Business Days after such approval.
- (b) No later than 10 Business Days prior to the Transfer Date and without derogating from the City's obligation in Section 8.4(b) of this Agreement, the City shall notify the

administrator of the Pension Plan and the LTD Plan that the Transferred Employees will cease to be its employees effective as of the Transfer Date and, accordingly, that the City will cease to be responsible for contributions on behalf of the Transferred Employees after the Transfer Date.

5. LEAVES OF ABSENCE

Any Affected Employee who is receiving short term disability benefits, long term disability benefits or benefits from the Saskatchewan Workers' Compensation Board on the date immediately preceding the Transfer Date or who is on a leave of absence of any kind on the Transfer Date will become a Transferred Employee on the date such Affected Employee is medically cleared to return to work.

6. EMPLOYEE FILES

The City shall, to the extent permitted by Applicable Law and the Collective Agreement, transfer to Project Co, no later than 2 Business Days following the Transfer Date, copies of all documents held in each Transferred Employee's employment file, excluding any personal information that may be relevant to the pension and benefit plans provided by the City, which personal information shall not be transferred.

7. SICK BANKS, VACATION ACCRUALS AND OVERTIME ACCRUALS

Subject to Section 8.5 of this Agreement, the City's responsibility for each Transferred Employee's accumulated sick bank, vacation accruals and overtime accruals ends on the Transfer Date. Project Co shall assume, or shall cause the relevant Project Co Party to assume, all liabilities and obligations related to each Transferred Employee's accumulated sick bank, vacation accruals and overtime accruals as at the Transfer Date and, for greater certainty, shall be responsible in respect of any amounts due to any Transferred Employee in respect of such Transferred Employee's accumulated sick bank, vacation accruals and overtime accruals.

8. TRAINING

Project Co acknowledges and agrees that, from and after the Transfer Date, Project Co will be responsible for all training of the Transferred Employees in accordance with Applicable Law.