

SASKATCHEWAN CROP INSURANCE CORPORATION

Collective Bargaining Agreement

Effective: October 1, 2022 - September 30, 2025



ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SASKATCHEWAN CROP INSURANCE CORPORATION

AND

SASKATCHEWAN GOVERNMENT AND

GENERAL EMPLOYEES' UNION

LOCAL 2151

OCTOBER 1, 2022 TO SEPTEMBER 30, 2025

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 27 day of August, 2024.**

between

**THE SASKATCHEWAN CROP INSURANCE CORPORATION
hereinafter referred to as "the Employer"**

PARTY OF THE FIRST PART

and

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
hereinafter referred to as "the Union"**

PARTY OF THE SECOND PART

WHEREAS, it is the desire of all parties to this Agreement to maintain the existing harmonious relationship between the Corporation and the members of the Union, to promote co-operation and understanding between the Corporation and the employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and pay bands, to encourage economy of operation and elimination of waste and to promote the morale, well-being and security of the employees of the Corporation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulation and provisos herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION AND SCOPE

1.1 Definitions

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

1.1.1 "Adjustor", "Adjuster" means any employee that performs "Adjusting".

1.1.2 "Adjusting" means the completion of work assignments relating to possible claims under all-risk crop insurance program.

1.1.3 "Appointment" shall mean the system of selecting candidates (Article 7.8 Selection Process) for a position based on seniority, qualifications, education and experience.

1.1.4 "Averaging Period" shall mean the hours in the averaging period will be determined by multiplying the number of working days in a four (4) week period (number of days less designated holidays, Saturdays and Sundays) by eight (8) hours.

1.1.5 "Bargaining Committee" means the representatives chosen from Corporation employees holding membership under the Union, and a Union representative designated by the Union.

- 1.1.6 "Call Out" shall be defined as when an employee is requested by the Corporation to perform assignments on short notice. (e.g. two (2) hours).
- 1.1.7 "Casual" means employees who work as needed.
- 1.1.8 "Corporation" means the Saskatchewan Crop Insurance Corporation.
- 1.1.9 **"Earned Day Off (EDO)" means unpaid day based on seventy-two hour bi-weekly schedule.**
- 1.1.10 "Employee" means a probationary, permanent or temporary employee.
- 1.1.11 "Employment Equity Staffing" is defined as the staffing of positions designated for qualified members from the designated groups.
- 1.1.12 "Employment Examination/**Exercise**" means a written and/or oral test conducted to test fairly the knowledge, skills and abilities of employment applicants as related to an employment opportunity.
- 1.1.13 "Excluded Employee" means any employee who by the nature of their position does not belong to the Union.
- 1.1.14 "Executive Government" means any department, board or commission covered by the provisions of *The Public Service Act*.
- 1.1.15 "Increment" means the movement of an employee's salary rate from one step to the next higher step within the same pay band.
- 1.1.16 "Home Office" shall mean the geographic location to which an employee is assigned.
- 1.1.17 "Job sharing" is the voluntary sharing of a permanent full time position in a structured manner by more than one person, one of whom is the permanent incumbent of the position.
- 1.1.18 "Occupation/occupational group" means a group of jobs where the nature and type of work is essentially the same.
- 1.1.19 "Permanent Employee" means the incumbent of a permanent position who has successfully completed their initial probationary period.
- 1.1.20 "Probationary Employee" means the incumbent of a position on trial and whose appointment is in accordance with the provisions of Article 8 of this Agreement.
- 1.1.21 "Provisional Employee" means an employee who is appointed to a position without holding the minimum qualifications for the position. The provisional employee shall establish their qualifications within one (1) year or revert in accordance with Article 8.4, to their former position.
- 1.1.22 "TPHD" Temporary performance of higher duties shall be defined as the assignment of an employee to perform the duties of a position within a pay band having a higher maximum hourly rate of pay.

- 1.1.23 "Team" a group of employees within a particular unit that report to a common supervisor.
- 1.1.24 "Temporary Employee" means any non-permanent employee .
- 1.1.25 "Temporary position" is a non-permanent position.
- 1.1.26 "Term Employee" means an incumbent in a position of an emergent or short term nature and whose tenure of employment is limited to a defined period of time, not to exceed a period of two (2) years unless agreed to by the parties.
- 1.1.27 The "**Private** Transportation Index" for the operation of passenger vehicles accounts for gasoline, parts, accessories, supplies, maintenance and repairs, insurance premium, registration fees, license fees, parking and other.
- 1.1.28 "**They**", "**their**", "**themselves**" or "**The Employee**" includes a reference to a **person or persons wherever the language or context requires.**
- 1.1.29 "Transfer" shall mean the movement of an employee from one position to another position that has the same maximum hourly rate of pay.
- 1.1.30 "Union" means the Saskatchewan Government & General Employees' Union.
- 1.1.31 "Variable hours" are the voluntary reduction by a permanent full time employee of their hours of work.
- 1.1.32 "Work Unit" means a functional department (unit) within a particular division of the Corporation.
- 1.1.33 "Year" means the fiscal year of the Corporation.

1.2 **Letters of Understanding**

Letters of Understanding entered into by the parties have the same force and effect as if they were contained within the agreement, subject to any expiry, renewal or amendment provisions specified within each Letter of Understanding.

1.3 **Memorandum of Understanding**

It is understood and agreed by and between the parties that, so long as the Saskatchewan Government & General Employees' Union acts as the collective bargaining agent of the said employees, there will be negotiated from time to time and as by law required, a Collective Bargaining Agreement with the Corporation, such Agreement to relate to and affect solely the employees of the Corporation and no other and this article shall be binding on the parties in respect of the next succeeding Agreement concluded between them.

1.4 **Duration of Agreement**

This Agreement shall remain in full force and effect from **October 1, 2022, to September 30, 2025** and thereafter from year to year subject to the provisions of Section 6-26 of the Saskatchewan Employment Act.

1.5 **Printing of Agreement**

The Corporation and the employees' Union agree to share equally the costs of printing copies of the Collective Bargaining Agreement.

1.6 **Negotiation**

In the event of there arising any difference concerning the interpretation and application by the Corporation of any of the terms and provisions of the Agreement, upon the application of either party hereto and within a reasonable time after receipt of notice, representatives of both parties shall meet and seek to resolve such differences by negotiation.

1.7 **Arbitration**

1.7.1 Disputes arising out of the interpretation of the terms of this agreement which cannot be adjusted upon negotiation between the parties to this Agreement shall be referred to a Board of Arbitration whose decision shall be final and binding upon both parties.

1.7.2 The Board of Arbitration shall consist of three (3) members, one (1) nominated by the Corporation, one (1) nominated by the Union and one (1) mutually acceptable to both parties. Expenses incurred in connection with negotiation before the Board of Arbitration shall be shared equally by both parties. The proceedings of the Board of Arbitration shall be conducted pursuant to the provisions of Article 9.5 of this Agreement.

ARTICLE 2 **UNION RECOGNITION**

2.1 **Union as Sole Bargaining Agent**

The Corporation agrees to recognize the Saskatchewan Government & General Employees' Union as the Collective Bargaining Agent of the said employees and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives in any and all matters affecting the relationship of employment between the employees and the Corporation, provided that it is understood and agreed by and between the parties that the bargaining representatives and their actions must at all times be approved by the employees of the Corporation themselves.

2.2 **Labour Dispute**

2.2.1 All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a Labour dispute.

2.2.2 Failure to cross a picket line encountered in carrying out the Employer's business shall not constitute a violation of the Agreement nor shall it be grounds for disciplinary action, **however the time will be unpaid unless vacation leave is approved.**

2.2.3 **Employees can discuss arrangements to cross picket lines with SGEU, their manager or Human Resources.**

2.3 **Maintenance of Membership**

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

2.3.2 The Corporation agrees to continue its practice of providing all new employees with Union authorization cards and on receipt of the signed authorization cards of the members of the Union to deduct on behalf of such employees who are members of the Union, all dues, initiations, assessments or levies which are authorized to be paid to the Chief Executive Officer of the Union and to so pay over such monies to the Chief Executive Officer each month, excepting that any monies owing the Corporation in accordance with Article 2.7.1(b)(ii) shall be deducted prior to any payment being made to the Chief Executive Officer of the Union.

2.3.3 The Corporation shall provide the Union with a detailed statement of such deductions. At the request of the Union, the Corporation shall recover any overpayment to any employee as a result of leave for Union business. Such overpayment shall be submitted to the Union. The Corporation also agrees to forward the signed membership cards to the office of the Union.

2.4 **Employee Orientation**

2.4.1 When the Human Resources Unit of the Corporation conducts orientation meetings for new employees, a representative from the Union will be invited to attend and participate in the meetings.

2.4.2 The Union will also be given time at the end of other training sessions to discuss Union matters providing there is sufficient time on the agenda and will not result in any additional cost to the Corporation.

2.4.3 The Corporation will provide educationals on the Corporation's benefit plans as part of an employee's orientation.

2.4.4 The Corporation will post the names and positions of all new employees on the Corporation's intranet.

2.5 **Seniority**

2.5.1 Seniority Inquiry

- a) Upon request, the Corporation shall make available to the Union, information necessary to determine the total seniority of an employee. Employees wishing to know their seniority shall request such information through the Union.
- b) A seniority list of all employees shall be supplied to the Bargaining Committee by March 1 of each year.

2.5.2 Earning Seniority

- a) Service with the Government of Saskatchewan which was continuous with the transfer from the Public Service Commission to the Corporation. (April 1, 1974).
- b) Any employee on initial probation shall not acquire seniority until they have successfully completed their probationary period, at which time their seniority will be retroactive to the commencement of their initial probationary period of that occupation.
- c) The hours worked as a temporary or casual shall be counted for the purposes of this subsection. This benefit will lapse if the time between employment periods exceeds two (2) years or a termination/resignation occurs.
- d) Payment of salary for the earned credits provided under Article 16.1, Article 16.2 and Article 16.5.12 shall constitute service time for the purposes of calculating seniority for less than full time employees up to a maximum of 1872 hours annually.

2.5.3

Broken Seniority

- a) Seniority with respect to past employment with the Saskatchewan Crop Insurance Corporation, or in respect of future service with the Corporation, shall be considered as broken by reason of any (1) of the following:
- 1) Dismissal
 - 2) Resignation
 - 3) Continuous layoff due to lack of work for a period in excess of twenty-four (24) consecutive months.
 - 4) Failure to report for work within the time set by the Corporation, unless such failure is the result of illness or other reason satisfactory to the Corporation. Notification following layoff or after the termination of an approved leave of absence, to be not less than thirty (30) calendar days for permanent employees and fourteen (14) calendar days for temporary employees.
 - 5) Appointment to an Out-of-Scope Position
 - i) In-scope employees who are appointed to out-of-scope positions shall maintain but not accrue seniority for a period of two (2) years. They may exercise their seniority for the purposes of applying for in-scope positions or for bumping if their job is abolished. After two (2) years in an out-of-scope position, all seniority is lost. No other rights or benefits of the collective agreement shall apply to out-of-scope employees.
- b) Upon completion of the initial probationary period and upon written application, an employee who is re-employed after a break in service shall be credited with their previous seniority with the Corporation, **including co-op and summer student service.**

2.6

Use of Corporate Premises

Corporation premises will be made available upon request to Union representatives for conducting Union affairs during non-business hours providing the business needs allows it.

2.7

Union Leave

2.7.1

Members of the Union will periodically require leave of absence for Union business and the Corporation will provide such leave subject to the following provisions:

- a) Required Notice
- i) The Union agrees to provide three (3) office days' notice for requests for leave of absence for Union business.

The Union will notify the manager or supervisor and provide names for any prescheduled Union meetings, Conventions, Conferences, etc. as soon as the dates have been confirmed.

It is understood by both parties that exceptional circumstances may arise and three (3) office days' notice may not be possible.

b) Leave of Absence with Pay

i) Definite leave of absence with pay shall be granted to attend to Union business subject to reimbursement in accordance with Article 2.7.1(b) (ii) of this subsection provided that:

- The employee is authorized by the Union in writing to request such leave.
- The employee requests in writing leave for Union business as authorized by the Union.
- The request for Union leave is made on such forms as agreed by the Corporation and the Union.
- The request for Union leave shall not reasonably interfere with the operation of the Corporation and the leave shall not be unreasonably withheld.

ii) The following provisions shall apply to definite leaves of absence with pay as granted under subsection 2.7.1(b) (i) of this article:

- The Employer will continue to provide the regular earnings and make all normal deductions during such leave.
- Employees shall continue to accumulate and be entitled to access all benefits and seniority rights under the Agreement during such leave subject to the normal rules of usage.
- In accordance with Article 2.3.2, the Union will reimburse the Corporation for the full cost of such earnings and in addition, the Corporation's cost of benefits as follows:
 - a) For the first thirty (30) consecutive calendar days or less:
 - 1) Designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday).
 - b) From the thirty-one (31) to the ninety (90) consecutive calendar days or less:
 - 1) Designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday)
 - 2) Employment Insurance
 - 3) Canada Pension Plan
 - 4) Vacation Leave
 - 5) Superannuation and/or Public Employees' Pension Plan (PEPP)

- c) For leave in excess of ninety (90) consecutive calendar days:
 - 1) Designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday)
 - 2) Employment Insurance
 - 3) Canada Pension Plan
 - 4) Vacation Leave
 - 5) Superannuation and/or Public Employees' Pension Plan (PEPP)
 - 6) Sick Leave Accumulation
- iii) Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice to the Corporation prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures.
- c) Leave of Absence Without Pay

An employee who is elected or appointed to a full-time position in any of the bodies to which the Union is affiliated or accepts a paid staff position with the Union, shall be granted definite or indefinite leave (permanent employees only) without pay in accordance with the provisions under Article 16.5.2 or 16.5.10 of this article. During such leave the application of benefits shall be in accordance with subsection 16.5.11 of this article, excepting that an employee shall continue to earn seniority under this Agreement for a period of up to two years.
- d) Return to Work

When an employee elects a return to work prior to the expiration of leave granted under Articles 16.5.2 - 16.5.5 or 2.7 (definite leave provisions only), at least fifteen (15) calendar days' notice in writing shall be provided to the Employer. Upon return, the employee shall be placed in their former position, or an equivalent position.

ARTICLE 3 PAY PLAN

3.1 New Occupations

3.1.1 Whenever a new occupation is created, the Corporation and the chosen representatives of the Union will bargain collectively for its exclusion, or for inclusion. A dispute occurring over failure to come to agreement shall be resolved by the Labour Relations Board.

3.1.2 If the occupation is included, the rate of pay will be determined in accordance with the jointly agreed class plan text and the joint maintenance and appeals committee process.

3.2 **Payment Period**

3.2.1 The onus remains of the employees to promptly submit all time and expense statements **by the defined deadline dates.**

3.2.2 **Employees** shall have their salary **and expense** payments issued following the submission of their time and expense statements.

3.2.3 The salary paid for benefits shall be based on a workday of eight (8) hours provided that when an employee works less than eight (8) hours per day the benefits will be paid on a prorated basis.

3.3 **Annual Increments**

3.3.1 Subject to Article 3.3.2(c) of this subsection, employees in the permanent service of the Corporation shall receive annual step increases within the pay band as per their already established increment date. In case of subsequent promotion, the annual step increases within the pay band shall be received on the anniversary date of such promotion, subject to Article 3.5.

3.3.2 Subject to 3.3.2(c) of this subsection, permanent employees shall receive annual step increases within their pay band on their established increment date as follows:

- a) If the employee commences permanent service with the Corporation between the first (1st) and fourteenth (14th) of a month, inclusive, their anniversary date shall be the first (1st) of that month.
- b) If the employee commences permanent service with the Corporation on or after the fifteenth (15th) of a month, their anniversary date shall be the first of the following month. In the case of subsequent promotion, the annual step increases within the pay band shall be received on the anniversary date of such promotion, subject to clause 3.5 of this article.
- c) An increment may be withheld by the Corporation on a recommendation of a Division Head supported by an unsatisfactory report. An employee may grieve against the withholding of their increment, and onus of proving that the increment should be withheld shall rest on the Corporation. The Corporation shall notify the employee in writing of such action at least one (1) week prior to the increment date and give reasons therefore and the Chairperson of the Bargaining Committee shall be notified of the Corporation's intention to withhold an employee's increment.
 - i) In the event the employee is not served with such notice at least one (1) week prior to the increment date, they will be deemed to have earned the increment.

3.3.3 When an employee returns to work after more than three (3) consecutive months leave of absence without pay or layoff they will be eligible to receive, subject to Articles 3.3.1 and 3.3.2(a) and 3.3.2(b), an increment after twelve (12) months of actual service less both the credits accumulated toward an increment, as earned before the leave of absence or layoff was taken and the credits provided during the leave of absence or layoff as contained in Article 16.5.11

- a) The date upon which the employee becomes entitled to the increment will be their new increment date. When the leave is occasioned by reason of injury compensable under the Workers' Compensation Act, there shall be no change in the increment date regardless of the length of leave of absence.

3.3.4

Subject to Article 3.3.2(c), temporary employees and Adjusters shall be entitled annually on their increment date, to an increment to the next step within their pay range of their occupational pay band level subject to the following:

- a) Must work the equivalent of 1600 straight time hours in the pay band level to earn an increment.
- b) Where an employee has not worked the required 1600 straight time hours prior to their annual increment date, their increment date shall be adjusted to the first day of the pay period following the completion of the required hours worked. This will then become their new annual increment date.
- c) The effective date for the payment of an increment shall be the first day of the month or the first day of the pay period next following the first day of the month when the two (2) do not coincide.
- d) The calculation of straight time hours referred to above, will include the formula used for vacation and designated holidays pay.
- e) In this calculation, time worked as a casual will be counted along with the equivalent time as represented by the salary payments issued for Sick Leave (Article 16.2) paid during the various work terms.

3.3.5

For the purposes of determining the increment date of a temporary employee who is hired into a permanent position in the same occupation and pay band, the following formula shall apply:

- a) The first of the month closest to 1872 hours minus the number of hours paid since the last increment as a temporary employee.

3.3.6

Adjusters

- a) Adjuster Trainee
 - i) Upon initial appointment, Adjusters will be placed at the applicable training rate.
- b) Adjuster
 - i) Upon meeting the required objectives and successful completion of twelve (12) month probationary period, an adjuster shall move to Step 1 of their regular pay band.

3.4 **Changes In Pay Band**

3.4.1 If a new and higher pay band is assigned to an occupation, the employee shall move to that step in the pay band corresponding to the step in the previous pay band at which the employee was being paid.

3.4.2 If a new and lower pay band is assigned to an occupation, the employee shall remain at their present salary until their increment date, at which time their salary shall be adjusted to the next higher rate in the new pay band, unless their present salary is above the maximum of the new pay band, in which case, their salary shall remain unchanged.

3.5 **Promotion**

- 3.5.1
- a) On the promotion of an employee, a salary increase of eight percent (8%) applied to the hourly rate shall be granted.
 - b) If the addition of eight percent (8%) produces a rate below the minimum of the pay band for the higher paid position the salary shall be adjusted to the minimum of the pay band.
 - c) If the addition of eight percent (8%) produces a rate between two (2) steps in the pay band of the higher paid position, the salary shall be adjusted to the higher of these two (2) rates.
 - d) In no case shall the rate following promotion be more than the maximum of the pay band for the higher class.
 - e) If the increase amounts to ten percent (10%) or less, the increment date shall not be changed.
 - f) If the increase amounts to more than ten percent (10%), or when an employee promotes from the maximum step of their pay band, a new increment date shall be established in accordance with the provisions of Article 3.3.2(a) and 3.3.2(b).

3.5.2 When an employee is promoted provisionally or temporarily, their increment date and pay shall be as per the promotion Article (3.9.1).

3.5.3 Employees shall be eligible to earn increments in the higher provisional or temporary assignment classification.

3.6 **Transfer**

When an employee is transferred, their hourly rate of pay and their increment date shall not be changed.

3.7 **Demotion (Voluntary and Involuntary)**

3.7.1 When an employee is demoted their anniversary date shall not be changed and their rate of pay for the new position shall be as follows:

- a) If their rate of pay in their previous position was more than the maximum rate established for the new position, their pay shall be reduced to the maximum rate of the new position.
- b) If their rate of pay in their previous position falls within the pay band established for the new position, they shall be placed at their former rate of pay. If their former rate falls between two steps of the lower pay band range, they shall move to the next higher step of the pay band range on their increment date.

3.8 **Re-Employment after Layoff**

3.8.1 Where an employee is re-employed after layoff or resignation in the same or a similar position as that which they held prior to layoff or resignation, they shall be paid at the rate received at the time of layoff or resignation.

3.8.2 In the case of any employee being re-employed after resignation **Article 7.11** shall not apply. This **Article** will not apply to employees who are re-employed after two (2) years from resignation.

3.8.3 Where, after layoff, an employee is employed in a position in a lower pay band than that which they held prior to layoff, they shall be paid as follows:

- a) Where, within the pay band of the lower position, there is a rate equivalent to the rate at which they were formerly paid, they shall be paid at such rate.
- b) Where, within the pay band of the lower position there is no rate equivalent to the rate at which they were formerly paid, but their former rate falls within the minimum and the maximum rates of pay for the lower position, they shall be paid at the next higher rate in the pay band of the lower position.
- c) Where, the rate of pay in their former position exceeds the maximum rate of pay for the lower position, they shall be paid the maximum rate of pay in the pay band of the said lower position.

3.8.4 When, as a result of a competition, an employee after layoff is employed in a position having a higher pay band than the position, which they held prior to layoff, they shall have their salary adjusted as on promotion.

3.9 **Temporary Performance of Higher Position Duties (TPHD)**

All temporary performance of higher position duties is subject to Management approval.

3.9.1 The following rules for hours of work and payment, while temporarily assigned higher level duties shall apply:

- a) Employees shall work the hours of work designated for the higher level position;

- b) There shall be no change to the employee's home work cycle or earned day off entitlement prior to the employee completing that cycle, at which time the employee shall enter into the work cycle and earned day off entitlement of the higher level position. On completion of the higher level assignment, the employee shall immediately return to the work cycle of the home position. There shall be no prorating of the earned day off entitlement when entering into the higher level position work cycle or when returning to the home position work cycle.
- c) While temporarily assigned higher duties in an out-of-scope position, employees shall only earn overtime based on their home salary and not on the temporary assignment of higher duties salary.

3.9.2 **Preference may** be given to the most senior qualified permanent employee within the division, work unit, own locale or team in the filling of these positions.

3.9.3 Temporary assignments for qualified employees may be offered on a rotational basis for the full length of the assignment. Should an employee choose not to be considered for a temporary assignment they will notify their manager in writing. The rotation schedule will be made available to the team

3.9.4 An employee who is required to temporarily perform the duties of a higher paid position shall accumulate credits and be paid for such as follows:

- a) Payment **of regular hours worked** will be made for all complete days during the period of performance. **For TPHD purposes a complete day will be defined as a minimum of six (6) hours. Any leave entitlements accessed during the period of performance will be paid at the employee's regular rate of pay.**
- b) Compensation for temporary performance of higher position duties will not be made solely because of an EDO.
- c) When the employee's current rate is below the minimum of the higher position, payment will be made at the minimum of the higher position. Where this does not provide an increase of eight percent (8%) of an employee's current rate, payment will be made at the next higher step in the pay band.
- d) When the employee's current rate is within the pay band of the higher position, the next higher step in the pay band shall be paid. Where this does not provide an increase of eight percent (8%) of the employee's current rate, the next higher step in the pay band shall be paid. In no case shall the rate paid exceed the maximum step of the higher position.
- e) **When an employee is selected to temporarily perform the duties of a higher paid position who does not meet all the qualifications of the position, they may be appointed on a without prejudice basis, with notice to the union.**

- 3.9.5 TPHD assignments are not intended to exceed ninety (90) continuous calendar days. The Corporation may renew or extend a TPHD assignment if the original assignment is still temporary in nature.
- 3.9.6 The Union shall be informed when a TPHD assignment extends beyond one (1) year.
- 3.9.7 The employee's salary on TPHD shall be adjusted in accordance with Article 3.5 (Promotion).
- 3.9.8 While on TPHD assignment, an employee shall retain their entitlement to an annual increment in the pay band in their home position. The promotion formula shall be reapplied to the adjusted rate to determine their salary in the higher pay band.

3.10 **Temporarily Reclassified to an Out-of-Scope Position**

- 3.10.1 In-scope employees temporarily reclassified to an out-of-scope position shall work such hours as assigned by management. No monetary payment will be paid for overtime. The employee will be entitled to earned days as per management hours of work. This time is to be taken at times authorized by the President and CEO or designate, but must be taken prior to the employee returning to their home position. If the days are not taken by March 31 while in the assignment the days will be forfeited.
- 3.10.2 Compensation premium will be based on the number of days (compensative) actually worked in the higher position over the number of workdays in the pay period.
- 3.10.3 When an in-scope employee is temporarily reclassified to an excluded position, the employee continues to pay Union dues, accrue seniority and retain all rights conferred by this Collective Agreement.

3.11 **Overtime**

- 3.11.1 Employees shall not work overtime unless authorized **by management**. Upon completion of the overtime assignment, the employee and the authorized officials shall certify on the order the number of hours overtime worked. Payment of such overtime hours is provided by the following subsections:
- a) Payment for hours of work performed by an employee in excess of their normal working hours per day shall be made at a rate of time and one half (1.5) for the first four (4) hours and double time (2.0) for work in excess of four (4) hours on a regular work day.
 - b) Overtime to be performed on Saturdays and Sundays shall be paid at the rate of double time (2.0) with a minimum of two (2) hours pay at overtime rates.
 - c) If an employee is required by the Corporation to report back to work after leaving the premises, they shall be paid a minimum of two (2) hours at the appropriate overtime rate.
 - i) Notwithstanding the above, an employee called out more than once during the two (2) hour period shall not receive any further overtime until the two (2) hour period has elapsed.

- ii) An employee called out to return to work shall be reimbursed at the kilometre allowance as per the use of private vehicle provision with a minimum of \$1.00.
- d) Employees will be paid the meal rate as provided under Article 5.13.1 when the workload necessitates overtime to be performed through the normal meal hours.

3.11.2 Adjusters shall be paid at the rate of time and one-half (1.5) for every hour worked over twelve (12) hours in one (1) day and after 160 hours (less any designated holidays) in a four (4) week averaging period.

3.12 **Time in Lieu of Overtime**

- a) Notwithstanding Articles 3.11.1 and 4.9.2, management may, on request by the employee, grant time off at the appropriate premium rate at a mutually acceptable time in lieu of payment for overtime worked. If such time off in lieu cannot be taken by the end of the fiscal year in which the overtime was earned, the employee shall be paid in accordance with Articles 3.11 and 4.9.2. Payment will be the employee's rate of pay in effect at the time of pay out.

3.13 **Wages and Benefits Calculation**

3.13.1 All wages and benefits are calculated on the basis of 1872 hours per year and eight (8) hours per day subject to the provisions of Article 3.2.3.

3.14 **Special Shift Differential**

A special shift differential of \$1.00 per hour will be paid for all hours worked between 5:00 PM and 8:00 AM. The special shift differential shall not be paid for any hours paid at overtime rates or any flexible time arrangements.

3.15 **Temporary Market Supplements**

3.15.1 Eligible Jobs

A list of eligible jobs is maintained with the Human Resources Unit.

3.15.2 Rates

- a) Management will annually review temporary salary supplements and make adjustments based on market research.
- b) When the salary supplement is reduced or terminated, the total of salary plus supplement shall be treated as a red-circled pay band for those employees whose pay rate is greater than the revised temporary salary supplement. Employees whose pay rate is within the revised temporary salary supplement will receive the revised temporary salary supplement pay band.

- c) Revised temporary salary supplements will be presented to the Union/Management Committee prior to implementation.
- d) Temporary salary supplements will be treated as regular salary for all payroll purposes, including the application of general wage increases.

ARTICLE 4 HOURS OF WORK

4.1 5/4 Work Arrangement

- 4.1.1 The work week shall be from Monday to Friday inclusive, except when "designated holidays" occur per Article 16.5.12 or when an earned day off (EDO) is provided by subsection 4.3 of this article.
- 4.1.2 The maximum hours of work for all employees will be seventy-two (72) hours in a two (2) week period (1872 hours per year).
- 4.1.3 The hours of work each day under the 5/4 work arrangement are as listed below:
 - a) 8:00 AM to 5:00 PM.
 - b) With a one hour lunch period mutually agreed upon by employee and management between 11:00 AM and 2:00 PM.

4.2 4/4 Work Arrangement (Compressed Work Week)

- 4.2.1 The parties agree to the following, regarding hours of work for office employees:
 - a) If an employee or group of employees in a work unit so request, the Employer may approve or not approve, based on operational requirements, the establishing of a trial 4/4 work week (moving from a 5/4).
 - b) For a position to be considered for a compressed work week, the arrangement must not negatively impact the Corporation.
 - c) Designated holidays are eight (8) hours; therefore, employees will be required to **use one of the following options in the pay periods with one or more designated holiday:**
 - i) Vacation Leave;
 - ii) Banked overtime;
 - iii) **Banked EDO time;**
 - iv) **Elect to be paid one less hour for each designated holiday in the pay period.**
 - d) The hours of work will not exceed nine (9) hours per day except as provided in 4.2.1(c) above.
 - e) Overtime

- i) Payment for hours of worked performed by an employee in excess of their normal working hours per day, except as provided in 4.2.1(c) above, shall be paid out in accordance with Article 3.11.1(a).
 - ii) Overtime performed by an employee on Saturdays and Sundays shall be paid out in accordance with Article 3.11.1(b).
 - iii) Payment for straight-time hours worked in excess of those in the averaging period shall, notwithstanding the provisions of Article 3.11.1 be paid at the rate of time and one-half.
- f) This arrangement is not to result in added expense to the Employer (e.g. – shift differential, meals).
 - g) The period for an employee participating in the compressed work week must be a minimum of six (6) months. Should the Employer request establishing a 4/4 work week for any employee or group of employees, it shall be only with the consent of the employee or each employee in the case of a group of employees.
 - h) Sick leave and vacation leave taken will be charged as nine (9) hours per day for full days.
 - i) In consultation with the employee, management will establish the work schedule. The start date of the arrangement must be the first day of a pay period.
 - j) Either party may, with thirty (30) calendar days' notice, terminate this arrangement.
 - k) If a request is not approved or notice of termination of the arrangement is given by the Corporation, the rationale of such decision will be provided to the employee in writing.

4.3 **Earned Days Off (EDO)**

- 4.3.1 All probationary/permanent staff and full-time casual/temporary staff will be eligible to participate under the 5/4 work arrangement. EDO's shall normally be taken on a Friday or Monday. By mutual agreement or upon initial hire other arrangements may be implemented.
- 4.3.2 An employee may request to move an EDO to another day. This day will be paid at straight time rates.
- 4.3.3 Management will schedule all days off under the 5/4 work arrangement. Schedules shall be posted quarterly. Where mutually agreed to by management and the employee, the employee may bank up to five (5) earned days off. These days must be used on dates mutually agreed to by management and the employee, and must be used prior to the end of the fiscal year in which they are earned (March 31). Where these dates are not scheduled by March 1 for use prior to the end of March, management will schedule their usage to ensure they are used prior to March 31.

- 4.3.4 In exceptional circumstances, where mutually agreed to by management and the employee, the employee may reschedule or take an advance on their earned days off in excess of the five (5) day maximum as per Article 4.3.3. If the employee is pre-scheduling their earned days off, they must indicate the specific dates on which they will be taken within the fiscal year (March 31).
- 4.3.5 When any employee is requested by management to work on their EDO, the EDO shall be paid at the overtime rate of time and one-half (1.5). Alternatively, time off in lieu at the rate of time and one-half (1.5) may be taken, on a date(s) designated by the employee at the time of the request.
- 4.3.6 There will be no temporary performance of higher position duties resulting from the 5/4 work arrangement, in accordance with Article 3.9.4 (b).
- 4.3.7 If an employee is ill on the earned day off, there will be no other day specified in lieu and no charge shall be made against their sick leave credits.
- 4.3.8 When an EDO falls on a designated holiday as per Article 16.5.12, it shall be rescheduled to the preceding or next following working day by mutual agreement.
- 4.3.9 Overtime will be considered only for more than eight (8) hours of work in a regular day of work.
- 4.3.10 Any approved leave with pay and any approved leave without pay according to Article 16.5.11 will not interrupt the 5/4 work arrangement.
- 4.3.11 Employees not eligible to take part in the 5/4 work arrangement shall work the hours as determined by Management within the guidelines as contained in Article 4, but excluding Article 4.9. During each two (2) week period an employee may work up to a total of seventy-two (72) hours, provided however, these employees will be paid overtime for any time worked in excess of seventy-two (72) hours of each two (2) week period or eight (8) hours in any one (1) day at the applicable overtime rates as provided under Article 3.11.
- 4.3.12 Where operationally feasible, temporary employees may work less than seventy-two (72) hours in a two (2) week period. Such schedule shall be mutually agreed at the local level. During peak periods, such as sales or pre and post harvest claims, the Corporation may require temporary employees to work full-time hours.
- 4.3.13 **All employees who participate in the 5/4 work arrangement receive an unpaid earned day off (EDO) every two weeks.**

4.4 **Flexible Start Stop Times**

At the local level and where operational requirements permit, employees may request and management may approve flexible start and stop times. No employee shall work more than five (5) consecutive hours without taking a minimum of one-half ($\frac{1}{2}$) hour lunch break. This arrangement is not to result in added expense to the Employer (e.g. shift differential, meals). Either management or the employee may terminate this arrangement with a minimum of two (2) weeks' notice.

4.5 **Special Shifts**

4.5.1 When operational requirements necessitate a minimum of two (2) consecutive days of overtime for an employee, the Corporation may implement a special shift arrangement subject to the following conditions:

- a) The Corporation will provide the Union and the employee(s) with as much written notice as is possible but in no case less than four (4) consecutive working days' notice of their intent to implement a special shift.
- b) The employees and the Union will have the opportunity to propose alternatives to special shifts and all efforts will be made to avoid implementing special shifts.
- c) Shifts will be offered to employees on a voluntary basis, however, if there are not enough volunteers then management will assign employees to work the special shift.
- d) The hours of work will not start earlier than 7:00 AM nor extend later than 11:00 PM, Monday to Friday.
- e) There will be no split shifts.
- f) Overtime provisions in Article 3.11 will apply.
- g) Special Shift Differential rates may apply as per Article 3.14.
- h) The Corporation will provide the expected duration of the special shift in writing to the employee(s) and the Union.

4.6 **Job Sharing and Variable Hours**

4.6.1 Where operationally feasible, job sharing and variable hours arrangements are intended to provide employees with an opportunity to balance their hours of work with their personal needs.

4.6.2 Job sharing requires that another employee be appointed to backfill the remaining portion of the position.

4.6.3 Variable hours does not require a backfill be appointed and ensures the employee's rights to the permanent full time position. Variable hours will apply to situations where a job sharing arrangement involving a backfill is not reasonable (e.g. specialized type of job, too few hours made available by job share, etc.).

4.6.4 Initiation and Approval Process

- a) Request to establish a job sharing or variable hours arrangement can only be initiated by the permanent incumbent of the position through an application to their immediate supervisor;

- b) Management reviews feasibility of request against operational needs, including impact on client service delivery and workloads of other staff within the work unit. Approval of requests will not be unreasonably denied.
- c) Management will notify the Union of any approved requests.

4.6.5 For job sharing arrangements, the Corporation may assume approval of the Union pending receipt of the formal authorization. The Union will provide written notice of approval to the Corporation within one (1) month of receipt of the application.

4.6.6 Variable hours arrangements will be reviewed by the parties on a case by case basis. The arrangement cannot commence until such time as both parties have approved the request.

4.6.7 Duration, Renewal and Termination

- a) The first term of an approved job sharing or variable hours arrangement shall be in place for a minimum of six (6) months. The permanent incumbent will commence the new approved hours of work arrangement on the first working day of a pay period.
- b) Employees will be notified within thirty (30) days of receipt if their request is not approved.
- c) Permanent employees wishing to amend current job sharing or variable hours of work arrangements must submit a new application for approval.
- d) An existing arrangement will terminate at the end of the agreed to term in the absence of agreement to renew. The permanent employee, or the Corporation, on thirty (30) working days written notice may terminate an agreement. Notice to terminate will be concurrently provided to the employee backfilling the position (if applicable) and the Union. By mutual agreement of the parties, the notice period may be shortened.

4.6.8 Staffing Backfill of Job Share Arrangement

- a) The backfill of a job share arrangement will be staffed in accordance with Article 7.1 of the collective bargaining agreement. Posting may be waived with the agreement of the Union.
- b) If the successful candidate is another permanent full time employee, they will have the option of submitting an application to either job share or work variable hours in their home position or may apply for a definite leave of absence.
- c) If the employment of an employee backfilling the job share arrangement terminates prior to the end of the term, the permanent incumbent may be required to resume working full time hours pending staffing of the backfill appointment. Staffing process for the backfill appointment will be initiated as soon as possible. Consideration should be given to the permanent

employee's circumstances to allow for the employee to make appropriate arrangements prior to returning to their regular full time hours.

4.6.9

Benefits

- a) Permanent employees in a job share or variable hours of work arrangement shall retain all benefits accumulated prior to the commencement of the arrangement. In addition, all benefits shall accrue, and be expended, on a pro rata basis.
- b) Public Service Superannuation Plan (Old Plan) – employee will make pro rata contributions relative to time worked.
- c) Public Employees' Pension Plan (New Plan) – employee will make pro rata contributions relative to time worked which the Employer matches. The employee may also make voluntary contributions, not matched by the Employer, up to those limits specified by Revenue Canada.
- d) Group Life Insurance – coverage of previous full time salary (subject to any retroactive increase) for a maximum of two (2) years.
- e) Dental Plan – pro rata coverage will be provided in accordance with the terms and conditions of the respective plans.
- f) Extended Health Care Plan – coverage will be provided in accordance with the terms and conditions of the plan.

4.6.10

Reversion Rights

- a) On termination of the job share or variable hours arrangement, the permanent employee initiating the arrangement will revert to full time hours of the position occupied. The employee backfilling the position will be governed by the appropriate terms of the agreement.

4.6.11

Work Load

- a) A Job Share or Variable Arrangement is not intended to increase or decrease work load in a position. In establishing an arrangement, it is expected that the regular workload for the position will be maintained.
- b) It is logical to expect that a variable hours arrangement will have an impact on the workload of the participant to the arrangement as well as the other employees in the work unit. Prior to approval of the arrangement, management should review the operations of the work unit to determine if additional support will be required to minimize the impact on the employees.
- c) Measures to minimize the workload impact could include, but not be limited to, such action as: reassignment of duties to other employees in lower occupations; increase hours of existing non-permanent staff; move to employ additional staff at a lower occupation; review work unit operations to

determine if duties performed are still relevant or reassign duties to other employees in higher occupations.

- d) If, as a result of a job share or variable hours arrangement, the Employer reassigns duties and subsequently chooses to have the position classification allocation reviewed, the Employer will, prior to commencing such review, inform the Union and the employee.

4.6.12

Conditions of Employment

- a) Vacation Leave – will be earned and expended on a pro rata basis (e.g.: employees entitled to three (3) weeks' vacation working fifty percent (50%) of work hours for twelve (12) months would receive seven point five (7.5) days paid vacation leave).
- b) Sick Leave – will be earned and expended on a pro rata basis (e.g.: employees working fifty percent (50%) of work hours for twelve (12) months would earn seven point five (7.5) days paid sick leave).
- c) Seniority – will be earned on a pro rata basis.
- d) Increments – where applicable, will be earned in accordance with provisions set out for temporary employees.
- e) Probation – as set out in the probation provisions.
- f) Designated Holidays – are paid for in the bi-weekly salary and are included in the reduced bi-weekly salary at the appropriate percentage. Hours worked in the pay period will be reduced by the same percentage as the employee is working.
- g) Earned Days Off – employees on modified work arrangements will continue to take Earned Days Off within the job share arrangement.
- h) Overtime – overtime will be paid for hours worked on assigned days of rest, earned days off or designated holidays. Assigned days of rest for office employees are Saturday and Sunday.
 - i) Office employees shall be paid overtime for all hours worked in excess of eight (8) hours per day. In the case where the employee normally works seven point two (7.2) hours per day with no earned day off, the employee shall be paid overtime for hours worked in excess of seven point two (7.2) hours. Overtime shall also be paid for hours worked on a Saturday or Sunday.
 - ii) Field employees shall be paid overtime for all hours worked in excess of the number of hours to be worked in each averaging period.
- i) The permanent incumbent in a job share or variable hours arrangement will not be required to work regular hours in excess of the agreed upon reduced hours of the work arrangement.

- j) Terms and conditions of employment of the employee backfilling the job share arrangement will be as set out in the agreement.

4.7 **Adjuster**

- 4.7.1 If an adjuster works less than 160 hours in a calendar year, exclusive of training, management will provide written notice to the employee that if they do not work 160 hours in future years they will be removed from the adjuster roster, taking into account all factors (e.g.: amount of work available).
- 4.7.2 Within a seven (7) day period, Adjusters are entitled to take one (1) day of rest of their choice.
- 4.7.3 The customer service office managers or supervisors will assign work to available trained Adjusters on a rotational basis. In giving such assignments, full consideration will be given in the following order:
 - a) Location (primary assignment, e.g. rural municipality);
 - b) The next closest adjuster in the customer service office if there is additional work in the location;
 - c) Qualifications; and
 - d) Seniority.
- 4.7.4 However, in emergent situations, the managers or supervisors will assign work to Adjusters in whatever way is practical.
- 4.7.5 **Permanent full-time** Adjusters shall be considered first for work.
- 4.7.6 Where travel is required, efforts will be made to limit the length of time away from their home customer service office to blocks of two (2) weeks followed by a minimum of two (2) weeks in their home office. The requirement to travel away from their home customer service office to other areas of the province to adjust claims will be limited to a maximum of eight (8) weeks in a season. No one will be restricted in their travel by the above limitations.
- 4.8 **Permanent Part-time (PPT) Adjuster**
- 4.8.1 This level requires availability, a requirement to travel and performance of complex assignments. **Permanent full-time Adjusters shall be considered first for work, followed by** permanent part-time Adjusters during the period of their guarantee.
- 4.8.2 For the period of April 15 to December 15 of each year, these employees will be guaranteed pay for the minimum number of hours outlined in the letter offering them the position. These guaranteed hours will be identified as either a minimum of 960 hours or 1120 hours. They will be advised at the beginning of the adjusting season of their start date.

4.8.3 Management may establish a position with a guarantee of 1280 hours, inclusive of sales position work (subject to Article 7.16.) This position shall be employed from March 1 to December 15.

4.8.4 Employees in these positions will be required to be available whenever required during the period of their guarantee.

4.8.5 All provisions outlined in Article 4.7.2 – 4.7.4 above apply.

4.9 **Field Supervisors, Auditors, Auditor/Adjusters and Program Advisors**

4.9.1 Notwithstanding the provisions of Articles 4, 4.3 **and** 4.4, working hours shall be unregulated within any working day or series of working days.

4.9.2 The hours of work shall be averaged on the basis of seven point two (7.2) hours times the number of working days in each four (4) week averaging period. The number of hours to be worked in each averaging period shall be reduced by eight (8) times the number of designated holidays that fall in that averaging period. Any hours worked in excess of those in the 144 hour averaging period may be banked at straight time rates to a maximum of 160 hours. Where mutually agreed to by management and the employee, the employee may bank up to five (5) days. These days must be used on dates mutually agreed to by management and the employee, and must be used prior to the end of the fiscal year in which they are earned (March 31). Where these dates are not scheduled by March 1 for use prior to the end of March, management will schedule their usage to ensure they are used prior to March 31.

4.9.3 The start of the averaging period will be consistent with the bi-weekly pay periods.

4.9.4 Efforts will be made to limit the length of time away from their Customer Service Office to recognize the importance of balancing work and family.

ARTICLE 5 ALLOWANCES

5.1 **Relocation**

A permanent employee whose home office is changed as a result of a promotion, transfer or demotion which is in the interest of the Corporation shall be allowed reasonable expenses for the transportation of their household goods and for the transportation and sustenance on route of themselves and their dependants.

5.2 **Professional Fees**

Professional fees will be paid for or reimbursed by the Corporation, after successful completion of the probationary period, where the Corporation requires the employee to maintain membership in that profession or membership is directly tied to the position in the Corporation that the employee holds at the time the professional fees are incurred.

5.3 **Use of Private Vehicles on Corporation Business**

5.3.1 The calculation of kilometre rate (car and truck) increases or decreases is based on the percentage change in the **Private Transportation** Index for the current period over the base index.

5.3.2 This information is published on the Statistics Canada website around the 20th of each month for the previous month (i.e. August info is published in September).

Review Dates	Effective Dates
February 1	April 1
May 1	July 1
August 1	October 1
November 1	January 1

5.3.3 The Corporation shall reimburse Compliance Auditors, Field Supervisors, and Adjusters at a field rate which is determined by adding .0147 to the truck rate.

5.3.4 In addition, a monthly “top-up” is calculated and added to the field rate. This is also based on information from the Consumer Price Index, and is calculated **with the same timelines used to calculate the car and truck rates. The rate would be based on the first available prior month’s information from the Consumer Price Index.** The information used is the average retail fuel prices at self-serve service stations in Regina and Saskatoon. The calculation is .05 + (**prior month’s** average fuel price per litre/1.06). This was implemented effective January 1, 2009.

5.3.5 The kilometre rate for hauling all-terrain vehicles is two (2) cents per kilometre driven over the field rate.

5.3.6 All other employees shall be reimbursed at the car rate regardless of the type of vehicle used.

5.3.7 The kilometre rate for all kilometres to attend meetings and training away from the home Customer Service Office shall be paid in accordance with the car rate. Notwithstanding Articles 5.3.3 and 5.3.5, in the case of regional or provincial meetings and/or training held in a Customer Service Office location and attended by employees referenced in 5.3.3 and 5.3.4 from other Customer Service Offices, the employees from the local Customer Service Office will also be paid at the car rate.

5.4 **Incidental Vehicle Usage**

Employees who are authorized on an incidental basis to use a private vehicle shall be paid an allowance as follows:

- a) Car – subject to a minimum allowance of \$5.00 per day, \$1.50 per hour to a maximum of \$6.00 per day, or the kilometre rate in effect at that time, whichever is greater;
- b) Truck – subject to a minimum allowance of \$5.00 per day, \$2.00 per hour to a maximum of \$7.00 per day, or the kilometre rate in effect at that time, whichever is greater.

5.5 **Use of Private Cell Phones on Corporation Business**

Providing Adjusters use their personal cellular phones for Corporation business, they will be reimbursed **\$3.00** per day for each day worked adjusting for cellular phone expenses. The Customer Service Office will have access to an adjuster's cellular number before the adjuster is eligible to claim this expense. If the Corporation provides a phone to the adjuster, then this provision will not apply.

5.6 **Maternity, Parental, Adoption Leave Top-up**

5.6.1 Effective October 1, 2002 the Corporation agrees to provide employees on Maternity, Parental or Adoption leave with a top-up of Employment Insurance Maternity Leave Benefits up to ninety five percent (95%) of regular salary for the first seventeen (17) weeks of Employment Insurance maternity and parental benefits, based on standard benefits provided by the Federal Government, not the extended benefits. The seventeen (17) week period will include the waiting period.

5.6.2 Employees receiving maternity, parental or adoption leave top-up will be required to sign a promissory note for a return service commitment for the same number of weeks that top-up is received.

5.7 **Standby Compensation**

5.7.1 Standby shall mean a period during which an employee is not at work and is assigned to be on call and be immediately available to return to work. In no case shall such assignment be less than one (1) hour. Standby pay will be paid at a rate of **\$15.00** for each four (4) hour period, or portion thereof.

5.7.2 When the Employer makes arrangements that an auditor/adjuster will be working out of their home on a seasonal basis, the Employer will cover all reasonable communications and equipment costs.

5.8 **Call Out**

5.8.1 A minimum of three (3) hours per day will be paid for a Corporation initiated call-out. A call-out under this article shall be paid at overtime rates on a designated holiday.

5.8.2 A call-out initiated by the Corporation for wildlife and establishment benefit claims on a weekend shall be paid at the regular rate of pay plus a \$3.00 premium for each hour worked. The minimum number of hours paid per day is three (3) hours. A call-out on a designated holiday shall be paid at overtime rates.

Notwithstanding the minimum of three (3) hours per day for call-out, an adjuster called out more than once during the same day shall not receive any further pay until the three (3) hours has been exceeded.

5.9 **Phone Monitoring**

If Adjusters are assigned phone monitoring for wildlife and establishment benefit claims on a weekend or designated holiday, it will be done on a rotational basis. The adjuster assigned to monitor the phone shall be paid two (2) hours at their regular

rate of pay for each assigned day and overtime pay on a designated holiday. The phone shall be monitored from 8:00 AM to 6:00 PM. Where an adjuster is monitoring the phone and completes a call-out, the call-out hours are in addition to the monitoring hours.

5.10 **Inclement Weather**

Where an adjuster is working away from home and is required by the Corporation to stay overnight, and due to inclement weather is unable to work or works less than three (3) hours that day, they shall be paid eight (8) hours at regular pay. Duties in these situations will be assigned by the employee's respective manager.

5.11 **Towing**

Field Supervisors, Adjusters, Auditors, **Program Advisors and Research Analysts-Insurance** shall be reimbursed for towing to a maximum of \$40 per incident if work related. Receipts are required.

5.12 **Safety Boot / Shoe Allowance**

Where the Occupational Health and Safety Committee has determined that protective footwear is required, employees will be reimbursed for the cost of safety boots/shoes up to a maximum of \$90 (plus taxes) per year or one (1) pair every two (2) years to a maximum of \$180 (plus taxes) upon submission of receipts.

5.13 **Meals, Accommodation and Travel Expenses on Government Business**

5.13.1 Employees while travelling on Corporation business away from their home office will receive such allowances for travel in accordance with the rates as established between the Public Service Commission and the Union. (Article 5)

5.13.2 When accommodation and/or meals are not provided, employees shall be allowed expenses on the following basis when away from their home office on authorized government business. Flin Flon and Lloydminster shall be regarded as within the Province for the purposes of this Section.

5.13.3 Adjusters shall have payment of their expense statements issued within seven (7) calendar days of the Head Office cut-off date following the submission of their expense statements. The onus remains on the field employees to promptly submit all time and expense statements.

5.13.4 Accommodation

- a) Hotel – Actual and reasonable charges supported by a receipt.
- b) An amount of \$50 per night (no receipt necessary) will be paid for accommodation in private residences or in private trailers. Amounts in excess of \$50 will be approved if no other accommodation is available and a receipt is provided.

5.13.5 Temporarily Away from Home Office More Than 30 Days

- a) When it is known in advance that an employee will be temporarily stationed away from their home office for a period in excess of thirty (30) calendar days, they shall be paid as follows:
 - i) the regular allowances for the first seven (7) days;
 - ii) for the balance at a monthly rate to be negotiated between the parties.

5.13.6

Meals

- a) In Province

Meal allowances will be set and reviewed by Treasury Board Regardless of Treasury Board's review, the union reserves the right to maintain the following minimum meal rates as follows:

- i) Per diem allowance: **\$70.00**
- ii) For partial days:
 - Breakfast: **\$12.00**
 - Dinner: **\$24.00**
 - Supper: **\$34.00**

- b) Out of Province

- i) Per diem allowance: **\$80.00**
- ii) For partial days:
 - Breakfast: **\$16.50**
 - Dinner: **\$25.00**
 - Supper: **\$38.50**

- c) The above (a) and (b) rates include GST, and meal gratuities.

- d) Where a charge is made for a banquet, it will be in lieu of the meal rate provided for that meal.

- e) A meal allowance will not be paid for:

- i) Breakfast, if departure is later than 7:30 AM, or the return is earlier than 8:30 AM, or
- ii) Dinner, if departure is later than 11:30 AM, or the return is earlier than 12:30 PM, or
- iii) Supper, if departure is later than 5:30 PM, or the return is earlier than 6:30 PM.
- iv) No allowance will be paid for employees on modified hours of work.

- f) Notwithstanding the above, an employee away from their home office after 5:30 PM and having worked six (6) hours after 5:30 PM will be eligible for a

dinner. No allowance will be paid to employees on overtime, nor shall more than three (3) meals be claimed for in one (1) day.

- g) Employees on Government business outside of Canada will be covered by Federal Government meal allowances. Copies of the rates can be obtained from the Commission.

5.13.7

Expenses

- a) Laundry – charges are allowable for employees who are absent from their home office for a period in excess of seven (7) consecutive calendar days. Receipts are required.
- b) Valet Services – not allowable
- c) Dry Cleaning – allowable only when incurred under exceptional circumstances away from their home office. The need for dry cleaning must be identified on the expense form and receipts are required.
- d) Parking – employees working away from their home office, and using either a C.V.A. or private vehicle, may recover parking charges as follows:
 - i) If available within a reasonable walking distance from work, employees are expected to use off-street parking and may recover costs as supported by receipt.
 - ii) If off-street parking is not available, costs of metered parking may be charged to a maximum of \$4 per day without receipts.
- e) Telephone – charges for business calls are allowable, supported by receipt (if available), names of party called and reason for call.
- f) Taxis – charges are allowable for taxi fare from an employee's home to train station, bus depot or airport, and return, and for fares incurred on government business away from their home office. Receipts are required.
- g) Other expenses – occasionally, employees will incur exceptional expenses in connection with the conduct of government business. Such expense may be allowable if detailed on the expenses form, supported by receipts, and authorized.

5.14

Notice To Travel

The Corporation agrees to provide three (3) **calendar** days' notice to any employee required to travel outside their home office if it requires an overnight stay.

It is understood by both parties that exceptional circumstances may arise and three **calendar** days' notice may not be possible.

5.15 **Extended Travel Allowance**

Adjusters working away from their home office for extended periods of time where overnight accommodation is needed shall receive a \$25 overnight allowance for each consecutive overnight stay to take effect after the third consecutive overnight and will be retroactive to the first day of travel if they meet the travel commitment of two weeks (10 working days).

5.16 **Unexpected Trips**

If an office employee is required to work outside their home office on an unexpected trip and hours of work exceed regular hours, dependent care expenses not usually incurred will be reimbursed by the Employer upon submission of receipts.

ARTICLE 6 CLASSIFICATION PLAN

6.1 **New Occupations**

When establishing new occupations, the provisions of Article 3.1 will apply.

6.2 **Reclassification**

6.2.1 All requests by permanent and temporary employees who have established seniority as per Article 2.5.2 for reclassification of their positions shall be submitted on the prescribed form to the Human Resources Unit with a copy to the Union.

6.2.2 The Corporation shall inform the Union and the employee(s) of their decision within sixty (60) calendar days of receipt of the application, and this time period can be extended upon mutual agreement.

6.2.3 **Reclassification Upwards**

- a) If a position is reclassified upwards and the incumbent of the position before reclassification is appointed to the position as reclassified, they shall be paid as if they were promoted to the position according to the provisions of Article 3.9.
- b) The initiation of a classification request is when the employee's manager has signed the request. The initiation will be no later than thirty (30) working days after the employee has submitted it to their manager for signature. Both parties recognize that exceptional circumstances and group submissions may occur and the thirty (30) working day limit may be extended upon mutual agreement.
- c) The effective day of such increase shall be on the first day of the pay period following the date the reclassification request was initiated.

6.2.4 **Reclassification Downwards**

- a) If a position is reclassified downward the incumbent shall, subject to subsection 6.2.4(b) following, retain their pay band.

- b) If a position is reclassified downward the incumbent shall have their name placed on a re-employment list for two (2) years for a class of positions similar to and with the same pay band as their position before it was downgraded. The employee shall not be entitled to any economic adjustment until such time as the maximum of the pay band for the lower class overtakes the maximum of the pay band retained under this subsection. Until it is possible for the Corporation to place the incumbent from the re-employment list, they will advance through the steps of the pay band retained herein.

6.2.5 Reclassification To Out-of-Scope

If a permanent position is reclassified to an out-of-scope classification, the incumbent may elect to accept the position or to access their bumping rights as though their job was abolished, as per Article 14.3. Employees choosing this option shall not be considered to have been laid off for the purpose of the sixty (60) days written notice requirement.

6.3 **Reclassification Challenges**

6.3.1 The policy permitting challenges to reclassified positions is as follows:

- a) Positions which are reclassified and result in a promotion for the incumbent must be advertised in accordance with Article 7.1. The incumbent is not required to apply for the posting.
- b) Reclassified positions become subject to promotional competition when either:
 - i) The current incumbent is unable to establish minimum qualifications; or
 - ii) A more senior employee in the same occupation from the same work unit applies to the posting and establishes to the satisfaction of the Corporation and the Union that their promotional opportunities have been unjustly curtailed in view of the fact that the new duties might as readily have been assigned to her.

6.3.2 Challenges may be initiated through the Bargaining Committee.

6.4 **Reclassification Appeals**

6.4.1 An employee who disagrees with the decision of the Corporation may, within thirty (30) calendar days appeal the decision to the Maintenance and Appeals Committee.

6.4.2 An employee may be represented by the Union at any stage in the classification appeal process.

6.4.3 Appeal decisions of the Maintenance and Appeals Committee are final and binding on the incumbent and the parties to this agreement. A permanent employee shall not have an appeal right if assigned to a set of duties and responsibilities that have previously been subject to an appeal and a Maintenance and Appeals Committee decision.

6.4.4 Consensus Cannot Be Reached

- a) If consensus cannot be reached, a jointly determined adjudicator shall render a decision.
- b) It is agreed between the parties that:
 - i) Union and Management will participate jointly in the orientation and training of adjudicators when necessary.
 - ii) Remuneration paid to Chairpersons who are not in the employ of the government will be as determined by mutual agreement and, cost shared by the principals.
 - iii) The Maintenance and Appeals Committee will jointly determine the adjudicator and may establish a list of adjudicators.
 - iv) All Adjudicators and Chairpersons shall serve while mutually acceptable to the parties. Their appointments shall continue until one of the parties submits sixty (60) calendar days' written notice withdrawing support.

6.5 **Job Evaluation and Maintenance Plan**

6.5.1 Copies of the Job Evaluation Manual and Maintenance Plan, shall be kept in the Head Office of the Corporation and shall be available for inspection to employees, officials and the public alike during business hours.

6.5.2 The parties mutually commit to the principle of equal pay for work of equal value contained within the joint gender neutral job evaluation plan.

- a) Maintenance Plan, will apply effective April 1, 2000.

ARTICLE 7 STAFFING

7.1 **Notice of Vacancy or New Position**

7.1.1 The Corporation shall discuss the intent of managing (in-scope) vacancies at UMC meetings.

7.1.2 When a vacancy occurs, or a new position of a permanent nature is created, prior to an appointment being made thereto, a notice advertising the position and inviting applications shall be posted electronically for a period of not less than fourteen (14) calendar days unless otherwise mutually agreed to. This notice shall contain the following information:

- a) The occupation title and level;
- b) Pay band;
- c) Unit, division and **location**;
- d) An outline of the primary duties and responsibilities;

- e) The qualification requirements; and
- f) **Term** vacancies shall include a defined duration of the position, where known.

7.1.3 It is understood between the parties that the Corporation may advertise outside simultaneously with in-service posting. **Applications from both in-service and out-of-service candidates will be received simultaneously and assessed following Article 7.8.** When an appointment has been made, the Corporation will post the name of the successful applicant, their occupation title and level, location and date of appointment.

7.1.4 Notwithstanding Article 7.1.3, the Corporation may fill a position in the same occupation and pay band, locality and work unit from a competition which closed within the previous six (6) months without re-advertising providing there are qualified candidates. A competition will be deemed closed when the position has been offered and accepted.

7.1.5 Providing there are no internal, qualified applicants, preference will be given to qualified candidates who self-declare in writing that they are persons of **Indigenous** ancestry, persons with disabilities, visible minorities, or women applying into non-traditional occupations.

7.2 **Eligibility Lists**

- 7.2.1 a) Notwithstanding Article 7.1.2, the Corporation, in consultation with the Union, may establish an eligibility list for future vacancies. It shall contain the names of persons who are qualified in the competition.
- b) Candidates may be placed on the eligibility list by province wide competition, conducted for the purpose of establishing a pool of qualified employees, or they may be qualified applicants unsuccessful in a competition.
- c) Candidates will, at the time they are deemed qualified for the position, indicate the location preference (customer service office, region and/or provincial) they wish to remain eligible for. The vacancy **may** be posted for one (1) week. If there are no qualified candidates from the eligibility lists, Article 7.8 will be used for selection of the successful applicant.
- d) Names will remain on the eligibility list for a period not to exceed one (1) year from the date of competition.
- e) **The Corporation retains the ability to reassess candidates deemed qualified on the eligibility list, with notification to the Union.**

7.3 **Temporary Position or Temporary Reclassification Extending Past 24 Months**

7.3.1 If a temporary position or temporary reclassification extends past twenty-four (24) months and the incumbent has worked at least 3744 hours within that period, including the applicable vacation and designated holidays, the Union appointed representative and the Executive Director of Human Resources, or their designate,

will review the position to determine whether it is needed on a permanent basis. Examples of reasons why conversions should not occur are outlined in 7.3.2. Time spent on maternity, Parental or adoption leave will count only if the duties are assumed by another temporary employee and only that time worked by that temporary employee will count towards the conversion to a permanent position.

7.3.2 The following are some of the reasons for not converting a position to permanent and is not intended to be all inclusive:

- a) a temporary employee who is backfilling a permanent position where the incumbent is on leave of absence/secondment;
- b) a temporary employee is assuming duties of a job share;
- c) where an employee is on temporary reclassification and whose home position is being filled by a temporary employee;
- d) where an employee is occupying two (2) positions, the count will be for each position, not combined;
- e) a special/temporary project which extends beyond the working days referred to in Article 7.3.1, in a twenty-four (24) month period;
- f) where excess/out of the ordinary workloads, ie: back to back high claim years (to be reviewed in third year to determine if a layoff has occurred) (six (6) months after twenty-fourth (24th) month);
- g) where an employee is replacing another employee who is on Long Term Disability during the first three (3) years.

7.4 **Co-op and Summer Students**

7.4.1 To facilitate hiring of co-op and summer students, and to deal with occasions where the Corporation is able to accommodate requests by educational institutions to provide unpaid work experience, the Corporation may fill the position(s) without competition.

7.4.2 The temporary appointment will not exceed twelve (12) months unless mutually agreed to by the Union and the Corporation.

- a) Summer and co-op students who are extended past four (4) months may earn an increment as deemed appropriate by the classification.
- b) Summer and co-op students will not earn seniority.
- c) Summer and co-op students' employment will be terminated from the Corporation at the end of the term. Therefore, they will not have any recall rights.

7.4.3 Article 7.4 will apply only where there are no qualified employees on the re-employment list for the position(s) for which the appointment is being considered.

7.5 **Employment Equity**

7.5.1 The parties are committed to Employment Equity and the joint development, implementation, monitoring, evaluation and updating of the **Diversity and Inclusion** plan as negotiated between the parties.

7.5.2 The parties agree to promote employment opportunities and equitable treatment for persons of **Indigenous** ancestry, persons with disabilities, visible minority persons, women in under-represented occupations and such other groups as may be identified and/or agreed to by the parties.

7.5.3 All levels of positions shall be considered and may be utilized for Employment Equity staffing. The Corporation and the Union agree to review all positions prior to posting for ability to staff through Employment Equity.

7.5.4 The criteria for defining membership in the designated groups shall be as agreed to by the parties.

7.5.5 The Corporation shall provide notification to the Joint **Diversity and Inclusion** Committee co-chairs where an Employment Equity staffing action is taking place.

7.5.6 An inventory of designated group candidates shall be maintained by the Corporation and be utilized as one of the recruitment tools for staffing purposes.

7.5.7 An existing employee shall not have their active employment status terminated as result of an Employment Equity staffing action. This does not include an employee backfilling the position while the recruitment and staffing action proceeds. An employee hired to backfill a position during the recruitment and staffing action will be informed in their letter of offer of their employment status.

7.6 **Positions Posted Solely for Designated Group Members**

7.6.1 Positions may be advertised solely for members from the designated groups. Only designated group members can be considered for such positions. All Employment Equity candidates must self-identify in writing that they are a member of a designated group when applying. The order of selection shall be:

- a) First: senior qualified designated group candidate; then
- b) Second: senior qualified in service candidate.

7.6.2 Positions which are restricted to a specific designated group must meet one of the following criteria:

- a) There is a need to increase the proportional representation of a particular designated group in the workplace in a specific geographic area as identified by the Corporation yearly objectives or results; or
- b) There is a need to represent one of the designated groups, as an employee of a particular classification; or

- c) There is demonstrated need for the position to serve a client group, which is predominantly made up of members of one or more of the designated groups.

7.7 **Positions Posted Simultaneously for Designated and Non-Designated Group Members**

7.7.1 Positions may be posted simultaneously as designated and non-designated. Any candidate may apply for positions posted simultaneously. All Employment Equity candidates must self-identify in writing that they are a member of a designated group when applying.

7.7.2 The order of selection shall be:

- a) Senior qualified in-service designated group candidate;
- b) Senior qualified in-service candidate;
- c) Qualified out-of-service designated group candidate;
- d) Qualified out-of-service candidate.

7.8 **Selection Process**

7.8.1 Applicants' qualifications for a position will be assessed based on the knowledge, skills and abilities required to perform the duties of the position as determined by the Employer **outlined as education and experience** in the job posting. For positions not staffed under Article 7.17 the senior applicant, determined to be qualified, shall be **screened in, assessed and offered** to the new or vacant position **in the following order**, subject to satisfactory reference checks:

- a) **First: Applicants who meet the qualifications as they are posted. In-service candidates who meet qualifications will be selected before any out-of-service qualified candidates.**
- b) **Second: Applicants who are deemed to meet qualifications based on established equivalencies. Equivalencies are determined by the employer and reviewed at the Joint Union-Management Committee. In-service candidates meeting equivalencies will be selected before any out-of-service equivalent qualified candidates.**
- c) **Third: The employer may decide to hire a trainee as per Article 7.10 if there are no in-service or out-of-service qualified applicants. All of the trainee hires are on a without prejudice basis, meaning future competitions will not be impacted by these selections. The employer reserves the right to repost.**

7.8.2 The Employer may require a written examination **and/or exercise** to determine qualifications and eligibility in certain positions where experience and training are deemed sufficient in lieu of professional training.

- 7.8.3 An employee who has **been assessed** shall have the right to counselling by a Human Resources representative with regard to their strengths and weaknesses as revealed by the results **when the competition has been deemed closed**.
- 7.8.4 Notwithstanding Article 7.8, selection and appointment into permanent part-time adjuster positions will be in the following order:
- a) The qualified senior applicant located in the customer service office area where the vacancy exists.
 - b) The qualified senior applicant in the Corporation.
 - c) External applicants.
- 7.8.5 The Corporation will advise the Union of their selection not later than thirty (30) working days following the closing date. If the applicant with the greatest total seniority is not selected, the Corporation will inform the Union of their selection prior to informing the applicants of the decision of the Corporation. The Union may discuss with the Corporation the reasons for the decision without prejudice to further action under grievance procedure as set out by Article 9 and 7.8.6 next following, and the Corporation will, on request, provide a written statement setting out the reasons for not promoting the senior applicant.
- 7.8.6 All grievance appeals to be heard under this article shall be filed with the Corporation within twenty-one (21) calendar days of the date on which the Corporation informed the employee of their selection under Article 7.8.5 above. All applicants can grieve non-appointment, however only one (1) grievance per position can proceed beyond Step 2 of the grievance process.
- 7.8.7 The Union will be advised of all in-scope provisional appointments.
- 7.9 **In Hiring At Minimum Pay Bands**
- 7.9.1 The in-hiring rates of pay shall be at least the minimum expressed in the Pay Plan with the following exceptions:
- a) When a temporary employee successfully competes for a permanent position, they shall be appointed at the rate earned as a temporary when the same occupation and pay band level is involved.
 - b) The in-hiring rate for Adjusters and Customer Services Representatives in Customer Service Offices will be at the applicable training rate.
- 7.10 **In Hiring Training Rates**
- Other than Adjusters and Customer Service Representatives in the Customer Service Offices, if fully qualified candidates are not available, the Corporation may authorize the appointment of a "trainee". These "trainees" may be appointed to the applicable training rate, depending on their qualifications. **If the candidate's current rate is higher than the training rate, they would be red circled at their current rate within the new pay band or the next higher step when the hourly rate falls**

between two steps, until such time they successfully pass probation.

Movement from the training rate and/or to the minimum of the range will be governed by Article 3.3. The Chairperson of the Union bargaining committee will be notified of hirings at the training rate with the exception of Adjusters and Customer Service Representatives in the Customer Service Offices.

7.11 **In Hiring Above Minimum Pay Bands**

The Corporation may approve a higher rate where the selected applicant possesses education and/or experience which **meet or** exceed the minimum requirements for the position. Any employee who is being paid at a rate lower in the pay band and who can demonstrate and/or provide evidence that they possess qualifications equivalent **or above** to those of a person appointed above the minimum **shall have their salary reviewed**. If, as a result of review a salary adjustment is considered to be warranted, the Corporation shall so authorize **and will notify the Chairperson of the Bargaining Committee**. If, for reasons other than qualifications in excess of the minimum requirements, the Corporation authorizes original recruitment at a rate above the minimum of the pay band, it agrees to review the experience of present employees in the occupation and pay band and, where necessary, adjust the salary of those with the same specialty or experience as that recruited.

7.12 **Union Observers**

The Union shall have the right to observe the preliminary assessment panel for all in-scope positions. If there are in-scope applicants in the competition then the Union observer will have the right to be present for the interviews and the evaluations used to determine the recommended applicant. Union Observers will require union leave to attend interviews. The Union will reimburse expenses for Union representatives. The Corporation will inform the Union when panels are being held as soon as possible but in no case with less than seventy-two (72) hours' notice. It is understood by both parties that exceptional circumstances may arise and seventy-two (72) hours' notice may not be possible.

7.13 **Appointments**

The two (2) parties to this Agreement shall co-operate in the maintenance of the personnel policy which emphasizes a positive approach to the training, development and constructive guidance in discipline of employees within the scope of their assigned position.

7.14 **Remote Work Policy**

7.14.1 **Remote work arrangements will be subject to the Employer's Remote Work policy and details of the arrangement will be provided to the Union.**

7.15

Ad-hoc Programs

7.15.1

In the event that the Corporation is administering and/or participating in special projects or where Head Office requires individuals to provide relief help and the Corporation determines it is not desirable to follow regular staffing procedures, the following process will apply:

- a) An e-mail, requesting qualified volunteers to assist in the workload, will be sent to each Manager and Executive Directors **within the division and/or work unit requested to deliver the special project.**
- b) The request will include as much information as possible to inform employees of the opportunity. For example, the specific qualifications needed to perform the work of the position, an estimate of the timeframe, **etc.** It is understood that, at times, these projects come at short notice and/or with little details. Therefore, the initial request may not be all inclusive of what is needed for the project. Employees are required to meet the minimum requirements to perform the position (e.g. – computer skills, SCIC program knowledge).
- c) Each Manager and Executive Director will post the request within the work unit and will advise their respective employees on layoff of the opportunity.
- d) Those employees interested in participating in the project will express their interest to their Manager/Executive Director. It is understood that management will determine the feasibility in letting their employees participate in the project and will accommodate the request as much as possible. The manager will assess the amount of workload in the team and determine if they can accommodate letting an employee work on the special project.

7.16

Relief Support

7.16.1

Divisions will determine the need for relief support to cover certain positions as the need arises. Since the need for coverage of these positions is sporadic in nature, no 'blanket' request will be sent. The following process will apply:

- a) Management will request qualified volunteers for relief support.
- b) The request will include as much information as possible to inform employees of the opportunity. For example, the specific qualifications needed to perform the work of the position, approximately how often and approximately how many days at a time are required, et cetera. Employees are required to meet the minimum requirements to perform the work of the position (e.g. – computer skills, SCIC program knowledge).
- c) The opportunity will be provided first to those employees in the division and work location on the re-employment list.
- d) The manager will assess the interested employee's workload and determine whether they are able to provide relief support.

- e) Employees deemed qualified, and whose managers have indicated the employee's workload can be accommodated, will be called to work in the following order:
 - i) Division and work location;
 - ii) Seniority;
 - iii) Availability.

7.16.2 Working conditions, hours of work, earned days off, et cetera shall be as per the casual relief's position.

7.16.3 An employee in another occupational grouping working the casual relief position shall maintain their pay step in the pay band and time worked shall accumulate toward the earning of an increment in their home classification.

7.16.4 Employees who are assigned to work a casual relief position and who are in a lower pay band level than the casual relief position will receive temporary performance of higher duties pay to the applicable pay band as outlined in Article 3.9.

7.17 **Staffing for Excellence**

The parties agree to staff all **Level 8** and higher, based on merit.

The list of occupational groups to be staffed based on merit shall include:

- IT Business Analyst
- IT Architect
- Senior Technical Analyst
- Systems Analyst
- Database Administrator
- Research Analyst
- Database Analyst
- GIS Analyst
- Research Officer
- Field Supervisor
- Marketing and Communication Specialist
- Project Manager
- Business Analyst
- Project Analyst
- AgriStability Specialist
- Research Economist

The parties further agree to:

- A model that incorporates a "relatively equal" provision.
- Each appointment to and promotion of the agreed to occupational groups within the Corporation shall be predicated on the selection of the most suitable applicant. Preference shall be given to internal applicants where they are relatively equal, in order to provide incentive and reward for good work performance and self-development.
- In the event of a dispute, the parties agree to expedite the grievance process.

Filling of Positions

Appointments will be based on applying the principle of merit. The initial assessment, preliminary exercises, interview and reference checks, having regard to the nature of the duties performed, shall be included in the process which appraises the education, knowledge, skills, abilities, past work performance, experience, and personal attributes of applicants. If the highest rated qualified applicant has the most seniority, this applicant shall be appointed.

If the highest rated qualified applicant is not the applicant with the most seniority, a determination will be made regarding which qualified applicants, if any, are relatively equal to this applicant. The qualified applicant who is relatively equal with the most seniority shall be appointed. For the purpose of this clause “relatively equal” means candidates with a point score difference of ten percent (10%) or less of the points available for education, knowledge, skills, abilities, past work performance, experience and personal attributes.

ARTICLE 8 PROBATION

8.1 Union Representation

8.1.1 For the purposes of initial and subsequent probationary meetings, the employee shall be informed of their right to have a Union representative at the meeting.

8.2 Initial Probation – Permanent Positions

8.2.1 The initial appointment shall be on a probationary basis.

8.2.2 The initial probation for all employees shall be twelve (12) calendar months from their date of appointment.

8.2.3 At any time during the initial probationary period the Corporation may confirm or annul an appointment. The Corporation may extend the probationary period for any employee for up to six (6) additional months.

8.2.4 Subsequent Probation

a) On subsequent appointment the probationary period shall be twelve (12) calendar months. The probationary period may be extended for up to an additional six (6) months. Notice to annul or extend shall be given not later than fifteen (15) calendar days prior to the expiry date of the subsequent probation period.

b) An employee who promotes, voluntarily transfers or whose position is reclassified during their initial probationary period, shall complete their initial probationary period while concurrently serving a subsequent probationary period in the new position.

8.2.5 Subsequent probationary periods are not required when a Permanent employee:

- a) Involuntary transfers to a position in the same occupation;
- b) Involuntary demotes;
- c) Voluntarily demotes into a position in an occupation and classification level in which they have previously attained permanent status;
- d) Voluntarily transfers into a position with exactly the same duties;
- e) Is re-employed from a re-employment list;
- f) Bumps;
- g) Has their position reclassified.

8.2.6 A Permanent employee may be required to serve a subsequent probationary period in all other circumstances.

8.2.7 An employee who is absent from work for more than thirty (30) consecutive calendar days during their probationary period for reasons such as approved leave of absence, illness, workers' compensation, et cetera, may, at the discretion of the President and CEO or their designate, have their probation extended by an equivalent period of the leave or, for PPT Adjusters, until all guaranteed hours have been completed.

8.3 **Temporary Positions**

8.3.1 Temporary employees shall serve the same probationary period as permanent employees. Time worked as a casual will be counted toward completion of the probationary period.

8.3.2 In the event that a temporary employee is appointed to a permanent position in the same occupation and pay band, they will serve a probationary period as outlined in Article 8. If the permanent position in the same occupation and pay band has substantially the same duties, they will serve only that portion of the probationary period remaining.

8.4 **Promotion or Transfer**

8.4.1 An employee who has been promoted shall serve a probationary period.

8.4.2 An employee who is appointed to an excluded position and fails to complete the probationary period has the same reversion rights as outlined in Article 8.4.3.

8.4.3 An employee who is promoted and who fails their probationary period shall have reversion rights to a vacant position for which they are qualified at their former salary rate subject to any increments that they would have received in their former position. The employee will identify in writing restrictions on geographic locations where the Corporation can consider placing the employee.

8.4.4 If there are no vacancies in which to place the employee, then the employee will revert back to their former position at their former salary rate subject to any

increments that they would have received in their former position. This article shall also apply to an employee on transfer.

8.4.5 During the probationary period, an employee after performing the duties of the new position for a minimum of two (2) months, may request termination of the probationary period for justified reasons and upon approval of the request, the Corporation may transfer the employee back to their former home position with the reversion rights mentioned under Article 8.4.3 of this subsection.

8.5 **Demotion**

8.5.1 No probationary period shall be required to be served by a permanent employee who has been demoted voluntarily or involuntarily into a position in the same occupation, or to a position in an occupation and pay band in which they have previously attained permanent status.

8.5.2 In cases other than those set out in 8.5.1 above, an employee who does not qualify in the probationary period shall revert to their former position at their former step in the pay band, subject to any increments that they would have received, had they remained in that position.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 **Notice**

Notice of grievance to be given to the Corporation within sixty (60) calendar days except as provided under Article 7.8.6. After such notice, the Corporation shall meet with a committee representing the Union on grievances within forty-eight (48) hours, or as soon as circumstances will permit. All grievances shall receive fair, just and speedy consideration.

9.2 **Pay Loss**

No Corporation staff member of a grievance committee shall suffer any loss of pay for time lost in attending meetings with the Corporation concerning grievances. A grievor shall be allowed leave with pay to attend any meetings with management or attend arbitration board hearings, in the course of processing the grievance. Expenses incurred by the grievor and one (1) representative to attend meetings regarding grievances will be reimbursed by the Employer in accordance with Articles 5.13.1 and 5.3.

9.3 **Procedure**

Pre-Grievance

Every effort should be made to resolve problems through dialogue at the local level prior to going to grievance. The parties agree to ensure full explanation of issues during initial discussions at the local level.

- 9.3.1 Step 1
- An aggrieved employee(s) shall take their grievance to any elected representative of the Union **and/or SGEU Labour Relations Officer (LRO)**, and the sequence of contact shall begin with the designated supervisor of the employee concerned. In the case of dismissal, Step 1 of the grievance procedure shall be omitted.
- 9.3.2 Step 2
- If the grievance is not adjusted to the satisfaction of the employee or employees concerned, by the employee's Division Head within a period of seven (7) calendar days' notice, the grievance shall then be referred to the President and CEO of the Corporation, or their designate for hearing and adjustment.
- 9.3.3 Step 3
- If, within a period of seven (7) calendar days' notice, the grievance has not been adjusted by the President and CEO of the Corporation, or their designate, it shall be referred to a Board of Arbitration as per Article 9.5.
- 9.3.4 The parties may, by mutual agreement, agree to extend the time limits in Articles 7.8.6, 9.3 and 9.5.
- 9.3.5 Where a dispute involving a question of general application or interpretation of this agreement occurs, or where a group of employees or the Union has a grievance, Step 1 of this article shall be used to initiate the grievance.
- 9.3.6 The Employer agrees to provide to the Union relevant payroll information when requested in writing and accompanied by signed authorization of the employee concerned.
- 9.4 **Disclosure of Information**
- 9.4.1 The parties to the grievance process shall be required to provide full disclosure of all information available regarding the grievance at each step of the grievance procedure.
- 9.4.2 The parties to the grievance process may mutually agree to utilize the dispute resolution options outlined in Appendix 3.
- 9.5 **Board of Arbitration**
- 9.5.1 Notice of Intention to arbitrate a grievance shall be served on the Corporation in writing and in any case not later than two (2) weeks following rejection of the grievance by the President and CEO of the Corporation or their designate. Such Notice of Intention shall include the name of the Union's representative to the Board.
- 9.5.2 Complement of Board of Arbitration
- a) Board of Arbitration shall consist of one (1) member appointed by the Corporation, one (1) member appointed by the Union and the third member,

the Chairperson. The Corporation's member shall be appointed within seven (7) calendar days of receiving notice of Article 9.5. The two (2) members of the Board shall, within fourteen (14) calendar days, appoint the third member, the Chairperson. Expenses will be as per Article 1.7. An arbitrator will be selected upon mutual agreement by the parties.

9.5.3 Time and Place of Meeting

The Chairperson shall fix the time and place of sittings of a Board of Arbitration after consultation with the other members thereof and they shall notify the parties as to the time and place so fixed, provided that the Board of Arbitration shall meet not later than seven (7) days after it has been constituted unless by consent of both parties the date is set back.

9.5.4 Inquiry

A Board of Arbitration shall expeditiously and carefully enquire into the grievance and all matters affecting the merits and right of the parties to settlement thereof.

9.5.5 Mediation

In the course of the hearings, the Board of Arbitration may make all such suggestions and do all such things as it deems right and proper for encouraging a fair and amicable settlement of the grievance and shall hear such representations as may be made on behalf of the parties and shall diligently seek to mediate between them.

9.5.6 Full and Fair Hearings

A Board of Arbitration may determine its own procedure and shall give full opportunity to all parties to present evidence and make representation.

9.5.7 Evidence

A Board of Arbitration may accept, admit and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal or not.

9.5.8 Representation

Any party to a reference to a Board of Arbitration may be represented before the said Board by two (2) or fewer than two (2) persons designated by the parties respectively for the purpose provided that every party appearing by a representative shall be bound by the acts of such representative or representatives.

9.5.9 Proceedings in Absence of Parties

If without good cause shown, any party to proceedings before a Board of Arbitration fails to attend or be represented, the Board of Arbitration may proceed as if the party had duly attended or had been represented.

9.5.10

Award (Decision)

- a) The Arbitration Board established under Articles 9.5 and 9.5.2 shall not have the authority to add to, subtract from, or amend any of the provisions of this Agreement. Notwithstanding, the Board shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable.
- b) The decision of:
 - i) The majority of the members of an Arbitration Board, or
 - ii) Where there is no majority decision, the decision of the Chairperson of the Board shall be the decision of the Arbitration Board.
- c) The award of the Arbitration Board shall be rendered in writing within fourteen (14) calendar days of the close of the hearings and shall be final and binding on both parties. Copies of the report of the Board shall be supplied concurrently to the Union and the President and CEO of the Corporation.

ARTICLE 10 HARASSMENT AND DISCRIMINATION

10.1

Discrimination

The Corporation agrees that there shall be no discrimination exercised or practised with regard to any employee by reason of:

- a) Religion;
- b) Creed;
- c) Marital status;
- d) **Family status;**
- e) Sex;
- f) Sexual orientation;
- g) Disability;
- h) Age;
- i) Colour;
- j) Ancestry;
- k) Nationality;
- l) Place of origin;
- m) Race or perceived race;
- n) Receipt of public assistance;
- o) **Gender identity;** or
- p) Activity in the union **or any other prohibited ground of discrimination contained in the Saskatchewan Human Rights Code.**

10.2

Harassment

10.2.1

The Union and the Employer recognize the right of employees to work in an environment free of racial, ethnic, gender and personal harassment. The Employer may discipline an employee who engages in the racial, ethnic, gender or personal harassment of another employee. While it is the Employer's responsibility to provide a workplace free of racial, ethnic, gender and personal harassment, the parties will work jointly to achieve that goal.

10.2.2 Personal harassment can consist of offensive comments and/or actions and/or exclusion from that which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation.

10.2.3 Racial, ethnic and gender harassment may manifest itself by:

- a) unwelcomed remarks, jokes, innuendoes or taunts of a sexual, racial or ethnic nature
- b) displaying materials, graffiti or pictures that degrade one's race, ethnic background or gender
- c) refusing to work with a person or excluding them from work activities, because of their race, ethnic background or gender
- d) insulting gestures, jokes, disparaging written materials based on race, ethnic background or gender that cause embarrassment or humiliation.
- e) inappropriate touching or seeking sexual favours.

10.2.4 Racial, ethnic, gender and personal harassment refers to behaviours that are not welcomed, not reciprocated and that the harasser knew, or should have known, was objectionable.

10.3 **Complaint Process**

- a) The complaint process for handling harassment and objectionable conduct is as follows:
 - i) Resolution should first be attempted by the individuals involved.
 - ii) Should (1) be unsuccessful, formal complaints can be filed with the Human Resources Unit and/or the Ministry of Labour Relations and Workplace Safety Occupational Health and Safety Division for investigation.
- (b) The complaint process for discrimination is outlined in the Saskatchewan Human Rights Code and be filed with the Saskatchewan Human Rights Commission

ARTICLE 11 PENSION AND OTHER BENEFIT

11.1 **Group Life Insurance Plan**

Group Life Insurance will be provided with the Corporation paying for the first \$14,000 of coverage for permanent employees and the first \$10,000 for non-permanent employees. The base salary for non-permanent employees shall be \$20,000. All Union employees will be eligible.

11.2 **Dental Plan**

The Employer is a participating Employer in the Public Employees' Dental Plan (PEDP) on behalf of eligible employees as determined by the terms of the plan. The costs of the plan will be paid by the Employer.

11.3 **Enhanced Dental Coverage**

11.3.1 The Corporation will provide 0.55% of straight time payroll for enhancements to the Public Employees' Dental Plan (PEDP) effective October 9, 2011.

- a) The Corporation will submit 0.51% to PEDP on a regular basis and remit 0.04% to a corporate held surplus account to pay for shortages as they occur.
- b) The surplus account balances shall be provided to the Union upon request.
- c) The Corporation will not be held liable for any costs over and above those referenced in 11.3.1 above, should the cost of the enhancements exceed the amounts referred to in 11.3.1 above.
- d) The Corporation will provide to the Union, upon request, an audited statement of the surplus account.
- e) Should either party decide to cease contributing to the surplus account, the parties will meet to negotiate amendments to wages and benefits equivalent to the 0.04% and redistribute any existing surplus to the health and optical plan.

11.3.2 The Corporation shall allow for the usage of the intranet, email and utilization of mailroom services for distributing plan information.

11.4 **Health and Optical Plan**

See Appendix 5 Extended Health and Optical Plan

11.5 **Pension Plan**

11.5.1 Effective October 1, 2020, the employee and Employer contributions shall be eight point six percent (8.6%) of gross regular salary for employees in the Public Employees' Pension Plan.

11.6 **Death Benefit**

If an employee dies after having been in the service of the Corporation for at least two (2) years and if upon their death no pension under the Public Service Superannuation Plan and/or Public Employees Pension Plan (PEPP) or compensation under the Workers' Compensation Act, 2013, is payable to their dependent spouse or children upon their death, an amount equal to two (2) months' salary shall be paid to the employee's dependent spouse or such other dependants as the Corporation shall determine.

ARTICLE 12 JOINT COMMITTEES

12.1 Occupational Health and Safety

12.1.1 The parties agree to the establishment of a Joint Union-Management Committee. The committee will address Corporation wide OHS concerns.

12.1.2 Joint Employer-Employee Occupational Health and Safety committees shall be established to represent places of work as agreed by the parties. Each committee shall consist of not less than two members and not more than twelve (12) members, unless specifically agreed by all members of the workplace OHS committee. At least one half (1/2) of the committee members shall be employees elected or appointed by the Union members and each committee shall have Employer and employee chairpersons, as appointed by their respective principles.

12.1.3 The OHS committees shall have a continuing concern with respect to the health and safety in the work place. The committees shall meet no less than quarterly. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the work place. Committee members shall be given reasonable opportunity during regular working hours to deal with such concerns.

12.1.4 Minutes

Minutes of meetings shall be posted in the workplace and shall be made available concurrently to the Employer, Union and the Occupational Health and Safety Branch of the Ministry of Labour Relations and Workplace Safety.

12.1.5 Quorum

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

12.1.6 Training

Subject to reasonable notice being given, all committee members or alternates of an OHS committee shall be entitled to up to five (5) days leave with pay per year for purposes of attending OHS training courses, seminars or courses of instruction where such training is provided by the Human Resources Unit, the Ministry of Labour Relations and Workplace Safety, or jointly by the Union and the Employer.

12.2 Diversity and Inclusion

12.2.1 The parties are committed to employment equity and the joint development, implementation, monitoring, evaluation and updating of the Employment Equity plan as negotiated between the parties and approved by the Saskatchewan Human Rights Commission.

12.2.2 The Union and the Corporation agree to continue the Employment Equity Plan and the Corporation commits to the necessary expenditures required. This plan depends

on a commitment of positive action on the part of management and the Union and on the involvement of designate groups.

- 12.2.3 The joint **Diversity and Inclusion** Committee will develop a plan that will deal with the identification, elimination, and prevention of discriminatory policies, practices, and barriers, and recommend measures to redress the effects of past practices and to accelerate proportional representation of the designate groups.
- 12.2.4 To this end, the committee will develop specific strategies to deal with the general under-representation in the workplace of persons of **Indigenous** ancestry, persons with disabilities, women in non-traditional occupational areas, and members of visible minority groups.
- 12.2.5 The Employment Equity Plan and the initiatives therein will be consistent with any applicable Acts and the Collective Agreement.
- 12.2.6 The Employment Equity Committee will oversee and participate in the conceptualization, development, and implementation of the Employment Equity Plan in accordance with the following Terms of Reference.
- 12.2.7 The Employment Equity Plan will:
- a) impact on in-scope and out-of-scope employees and positions;
 - b) identify and refer any changes needed to the collective agreement to the respective parties for negotiation and ratification; and
 - c) contain a structure for plan implementation, evaluation and revision that:
 - i) involve the Union, involve the Corporation, ensure on-going monitoring and evaluation of the plan, and include realistic goals and time frames.
 - d) provide for input by interested individuals and designate groups.
- 12.2.8 When there is no representative from the designate group within the workplace the parties will develop a process to obtain information and/or a representative from the designate group(s) outside the workplace.
- 12.2.9 Identify and discuss issues and initiatives and make recommendations for their inclusion in the plan or for further research, analysis and investigation. The issues and initiatives may include, but would not be restricted, to the following:
- a) Educational and awareness programs;
 - b) Support mechanisms;
 - c) Training and development programs;
 - d) Special recruitment and promotional mechanisms; and
 - e) Special accommodations for persons with disabilities.

- f) Conduct research and analysis as is necessary to monitor and assess the plan.

12.3 **Growth Committee**

12.3.1 The Growth Committee is a joint Union Management Committee. The mandate of the committee has four broad elements:

- a) Identify and support the implementation of ideas that will ensure the Corporation has a stable and effective workforce for the future with a focus on youth;
- b) Support cultural changes and link generations together in a productive manner;
- c) Concentrate on contributing to the achievement of the Corporation's strategic objectives; and
- d) Create an environment that embraces the enthusiasm, creativity and ideas of our current and future young employees.

12.3.2 Where the Growth Committee or management recommends a position be targeted for youth recruitment, the request to waive senior qualified staffing provisions must be approved by the executive director of the unit for which the positions are targeted and approved by the Union through the UMC.

12.4 **Joint Maintenance and Appeals Committee**

The Maintenance and Appeals Committee shall uphold the integrity of the classification plan by examining the rationale of the Corporation's recommendations to ensure they are consistent with the factors and comparative descriptions, that full and adequate information was provided, and that all information provided was fully considered.

12.5 **Pay and Expenses**

The Corporation agrees to pay the salary and expenses of all Union members of Joint committees that are established between the Corporation and the Union.

ARTICLE 13 EQUAL PAY FOR EQUAL WORK

The Corporation agrees to recognize the principle of equal pay for equal work, regardless of the sex of an employee.

ARTICLE 14 EMPLOYMENT SECURITY

14.1 Structural or Program Reorganization, Budgetary Downsizing, or Contracting Out

14.1.1 Where the Corporation undertakes structural or program reorganization, budgetary downsizing, or contracting out, the parties agree to enhance the employment security of the employees and to work jointly to seek efficiencies and cost savings in order to avoid job abolition or a reduction in hours of work.

14.1.2 The parties will meet to review employment security as required to ascertain the extent to which employment security can be provided.

14.1.3 Should a need arise to abolish positions, it will take place by division and location.

14.1.4 The Corporation will inform the Union as far in advance as possible of any need for layoffs, and permanent employees shall receive a minimum of sixty (60) calendar days' notice of layoff.

14.1.5 Written notice of a minimum of fourteen (14) calendar days will be given to temporary employees. If the Labour Standards Act provides a greater benefit, then the notice provisions of that Act will apply.

14.1.6 Temporary employees who have acquired seniority in accordance with Article 2.5.2 shall be laid off according to seniority by occupation and pay band, division and location.

14.1.7 Where there have been major changes to the way the Corporation conducts its business and these changes result in permanent job loss to temporary employees, the severance provision of Article 14.3.3 will apply.

14.1.8 Contracting Out

a) It is not the intention of the Employer to enter into new contracting out of work arrangements that directly result in a reduction in permanent employees' employment during the term of the collective agreement. However, if it becomes necessary to contract out, the following principles will apply when any employees are affected:

i) When contracting out of bargaining unit work is done, the Corporation will ensure no permanent employees with three (3) or more years of seniority will lose employment as a direct result of contracting out.

ii) It is understood that management will provide access to training in order for employees to acquire skills that could potentially replace full-time contract resources where practical.

14.1.9 Organizational or Occupational Restructuring

When a position is reallocated, as the result of an organizational or occupational restructuring, the employee shall have the right to request and obtain a review of the correctness of the allocation of their position within ten (10) working days' of receipt

of notice. Where the Maintenance and Appeals Committee cannot reach consensus, in accordance with Article 6.4.4 the dispute will be referred to a jointly determined adjudicator to render a decision. The adjudicator's decision shall be final and binding on both parties.

14.2 **Technological Change**

The Corporation will give the Union at least ninety (90) calendar days' notice of any change in its operation which alters the status of any permanent employee or a significant number of temporary employees or Adjusters. For the purposes of this Article, some status changes could be promotion, demotion, termination, change in home office. During these ninety (90) calendar days the Union and Corporation will discuss the situation for the purpose of retraining for a reasonable period of time or assisting the employees affected to adjust to the effects of the change.

14.3 **Job Abolition**

14.3.1 A **job abolition** committee will be formed, consisting of equal representation from the Corporation and Union, and will follow the provisions of this article.

14.3.2 Employee Options

Permanent employees who receive notice of job abolition, shall have the right to exercise one (1) of the following options:

- a) To exercise "bumping" (displacement) rights based on their total seniority subject to Article 14.3.3(e) and 14.3.3(f).
- b) To go on layoff and thereafter be entitled to exercise re-employment rights.
- c) To resign and receive severance pay.
- d) To retire, if eligible.

14.3.3 Bumping Rights

a) Qualifications

The Joint Committee shall determine the occupation or series of occupations and the positions within those occupations or series of occupations to which an employee is qualified to bump.

b) Qualifications Appeal Process

The Joint Committee, or the affected employee, will have access to an expedited appeal process if the parties cannot agree on the occupation or series of occupations, and the positions within those occupations or series of occupations to which an employee is qualified to bump. The parties will have three (3) working days, after the placement has been determined, to access the appeal process. The matter will go straight to arbitration within seven (7) calendar days subject to an Arbitrator's availability. The Arbitrator will be

chosen by mutual agreement by both parties. They will act as a single Arbitrator and the decision rendered will be final and binding on all parties. The Arbitrator will provide their decision within three (3) days.

c) Notice to Exercise Bumping Rights

- 1) A permanent employee shall indicate their intention to exercise their bumping rights, in writing to the designated person within five (5) working days of receipt of the notice of position abolishment.
- 2) If the employee does not indicate intent to bump within the five (5) working day period, they shall be deemed to have opted to go on layoff. They may then resign and receive severance pay or retire, if eligible.

d) Bumping Time Frame

- 1) Every effort will be made to complete the bumping process for an employee before the position abolishment date, but in no event will the employee be retained beyond this date.
- 2) Notwithstanding Article 14.3.3(d)(1), any employee who fails to retain employment through the bumping process by their date of layoff and who should be able to retain employment, shall be provided with salary continuance until their placement in a new position.

e) Acceptance of an Offer of a Position

An employee will have three (3) working days to consider the formal offer of a position made as a result of exercising their bumping rights. The three (3) working day period shall be deemed to have commenced at 5:00 PM of the day the offer is formally made. If the employee does not accept the offer of employment within the three (3) working day period, it will be deemed they has declined the offer.

f) Bumping Order

- 1) Bumping rights will be exercised in order within each stage and the order of bumping shall be:
 - i) A permanent position designated by the Corporation as vacant.
 - ii) A temporary employee in a vacant permanent position.
 - iii) A provisional employee in a permanent position.
 - iv) The employee on initial probation with the least service.
 - v) The permanent employee with the least total seniority.

g) Bumping Stages

- 1) Mandatory Stage
 - i) To bump in the employee's own occupation and pay band, own division and own locality;

- ii) To bump in the employee's own occupation and pay band, in another division and own locality.
 - iii) If the employee is not offered a position through the mandatory stage, they may proceed to the optional stages or go on layoff as per initial notice, or resign and receive severance pay or exercise their option under Article 14.3.3(g)(2)(iv).
 - iv) If an employee does not accept an offer of a position at the mandatory stage of bumping they will be deemed to have resigned. Notwithstanding, such an employee will still be eligible for severance pay.
- 2) Optional Stage
- i) An employee accessing the optional stages of the bumping procedure will choose to exercise bumping on either a location preference or salary preference basis.
 - ii) If an employee does not accept an offer of a position at the optional stage of the bumping process, they will be placed on layoff or may resign and receive severance pay or retire, if eligible.
 - iii) If the employee is not offered a position or does not accept an offer of a position after having proceeded through all stages of bumping, they may go on layoff as per notice, or resign and receive severance pay, or retire, if eligible.
 - iv) An employee who, after exercising their bumping rights and choosing not to accept the placement offered, or is unable to retain employment, may choose to bump, in the location of their choice, a less senior temporary employee in the same or lower occupation for which they are qualified. Employees are also able to bump laterally within a series of occupations having the same maximum hourly rate of pay for which the joint committee has determined the employee to be qualified.
 - v) Location Preference
- h) Employees will be offered the first available bumping option from the following in order:
- 1) To bump laterally within a series of occupations having the same maximum hourly rate of pay for which the Joint Committee has determined the employee to be qualified in their own locality.
 - 2) To bump downward in a series of occupations for which the Joint Committee has determined the employee to be qualified in their own locality.
 - 3) To bump within their own occupation in another locality.
 - 4) To bump laterally within a series of occupations having the same maximum hourly rate of pay for which the Joint Committee has determined the employee to be qualified in another locality.

- 5) To bump downward in a series of occupations for which the Joint Committee has determined the employee to be qualified in another locality.
- i) Salary Preference
 - 1) The employee will be offered the first available bumping option from the following in order:
 - i) To bump laterally within a series of occupations having the same maximum hourly rate of pay for which the Joint Committee has determined the employee to be qualified in their own locality.
 - ii) To bump within their own occupation in another locality.
 - iii) To bump laterally within a series of occupations having the same maximum hourly rate of pay for which the Joint Committee has determined the employee to be qualified in another locality.
 - iv) To bump downward in a series of occupations for which the Joint Committee has determined the employee to be qualified in their own locality.
 - v) To bump downward in a series of occupations for which the Joint Committee has determined the employee to be qualified in another locality.
 - j) Rights of Employees Who Are Bumped
 - 1) The bumping rights described in Article 14.3 shall also apply to a permanent employee who has been bumped; however, such employees shall not be considered to have been laid off for the purpose of the sixty (60) calendar days written notice requirement.
 - 2) Position Abolishment during Probationary Period Other Than Initial Probation Period.
 - i) A permanent employee on probation whose position is abolished shall have the right to revert to their former position at their former step in the pay band subject to any increments that they would have received had they remained in that position. The provisions of Article 16.5.7 will apply.
 - 3) Employees on Initial Probation Who Have Acquired Seniority
 - i) If the position of an employee on initial probation is abolished, they may elect to bump, in their own location, the least senior temporary employee in the occupation and pay band in which they had last completed probation. If this does not result in an offer of a temporary position, they may have their name placed on the re-employment list.
 - ii) In the event of the closure of an office, the temporary employee, having completed probation, can choose to have their name placed on a re-employment list in one (1) location

of their choice within thirty (30) calendar days of notice of job abolition.

k) Re-employment List

- 1) A permanent/probationary employee who exercised their bumping rights, or one who has been laid off, shall have their name placed on the re-employment list for the occupation and pay band they occupied at the time and for such other related occupations for which they are deemed to be qualified within the same or lower pay band.
- 2) A temporary employee or an employee on initial probation who has acquired seniority who has been laid off, shall have their name placed on the re-employment list for the occupation and pay band they occupied at the time and for such other of related occupations for which they are deemed to be qualified within the same or lower pay band.
- 3) Whenever it becomes necessary to employ additional employees, employees will be called back from the layoff list in the following order:
 - i) Permanent employees;
 - ii) Probationary employees who have acquired seniority;
 - iii) Provisional employees; and
 - iv) Temporary employees who have completed their probationary periods.
- 4) The call-back will be on the basis of total seniority. No call-back shall result in a promotion to any employee.
- 5) In the case of temporary employees who have completed their probationary periods, the call back will be limited to their own locality.
- 6) In the event of the closure of an office, the temporary employee, having completed probation, can choose to have their name placed on a re-employment list in one location of their choice within thirty (30) calendar days of notice of job abolition.

l) Restrictions on Re-employment Rights

- 1) There shall be an onus on an employee whose name is placed on the re-employment list to identify in writing to the Human Resources Unit within five (5) working days of receipt of the notice of layoff any occupation, pay, geographic or other restriction(s) they wish to place on their re-employment rights.
- 2) Permanent employees may choose to be considered for temporary positions; however, for purposes of Article 14.3.3(k) a call-back to a temporary position will be included in the three (3) call-backs. A permanent employee, having accepted a temporary position, will remain on the re-employment list for permanent positions.

- m) Removal of Names from List
- 1) Re-employment rights for permanent, probationary and temporary employees who have acquired seniority as per Article 2.5.2 shall lapse consequent upon any of the following:
 - i) At the conclusion of twenty-four (24) consecutive months on the list.
 - ii) Failure to reply within ten (10) calendar days to a written inquiry from the Corporation relative to availability for employment.
 - iii) Failure to reply within five (5) calendar days to a telephone inquiry from the Corporation relative to availability for employment.
 - iv) Failure to report for work within the time set by the Corporation, such time to be not less than thirty (30) calendar days for permanent employees and fourteen (14) calendar days for temporary employees.
 - v) Any permanent, probationary or temporary employee on a re-employment list due to layoff shall be entitled to three (3) call-backs and will have their name removed from the re-employment list following the rejection of the third (3rd) call-back and will be deemed to have resigned.
 - 2) There shall be an onus on employees on the re-employment list to keep the Employer informed as to their correct address and their availability for work.
 - 3) Every person whose name is removed other than by reason of their appointment shall be notified by the Corporation in writing not more than ten (10) calendar days after such removal.
 - 4) A person whose name has been removed from the re-employment list may request re-instatement by writing to the Executive Director of Human Resources and setting forth their reasons for re-instatement. The Executive Director of Human Resources shall render their decision in writing within fourteen (14) calendar days to the person and send a copy to the Union.
 - 5) The foregoing procedures shall apply to out-of-scope employees covered under Article 2.5.3(a)(5)(i). Such persons shall not be entitled to count for seniority purposes any time worked in an out-of-scope position.

14.3.4

Severance Pay

- a) An employee shall be entitled to severance pay on the basis of one (1) week's pay for each year of service commencing with the second (2nd) year. However, an employee with five (5) or more years of service shall be entitled to severance pay on the basis of one (1) week's pay for each year of service or portion thereof, commencing with the first (1st) year up to the completion of nineteen (19) years. Commencing with the twentieth (20th) year, severance

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. Employees in one of the following categories are entitled:

- i) One whose job has been abolished and who elects to resign;
 - ii) A permanent or temporary employee who elects to go on the layoff list and who does not receive a call-back before the expiry of the two (2) year limit;
 - iii) An adjuster who elects to go on the eligibility list and who does not receive a call-back before the expiry of the one (1) year limit;
- b) Pay will be calculated on the basis of the employee's rate of pay at the time of resignation or when they last went on the layoff list. Part years of service will be pro-rated.
- c) A permanent employee who is called back to a temporary position and chooses to remain in the temporary position, upon expiry of the two year limit, will not be entitled to the severance pay provisions described in Article 14.3.3(a)(2).

ARTICLE 15 DISCIPLINE DISMISSAL, DEMOTION RESIGNATION

15.1 Union Representation

Where the designated supervisor intends to interview any employee for disciplinary purposes, the designated supervisor shall notify the employee in advance of the purpose of the interview, and shall inform the employee of their right to have a Union representative at the interview.

15.2 Discipline

15.2.1 Any document or other information placed on the employee's file which might be the basis of disciplinary action shall be supplied concurrently to the employee and to the Union.

15.2.2 In the event of disciplinary action, the employee shall have the opportunity to make arrangements to have a Union representative present.

15.2.3 Disciplinary measures will be appropriate to their cause and to the principles of progressive discipline.

15.2.4 In cases of reprimand, suspension and dismissal, the burden of proof of just cause shall rest with the Employer.

15.2.5 Disciplinary documents shall be removed from an employee's file after a period of two (2) years unless there are disciplinary documents of equal or greater severity placed on the employee's file within the two (2) year period. If the Employer requests that documents remain more than two (2) years and the Union disagrees the matter shall be referred to expedited arbitration.

15.3 **Dismissal**

- 15.3.1 No employee who has successfully completed their initial probationary period, shall be dismissed without good and sufficient cause (misconduct or incompetence) to be stated in writing in the dismissal notice.
- 15.3.2 A copy of the dismissal notice referred to in Article 15.2.1 above to an employee shall be supplied to the Union.
- 15.3.3 Except in the case of misconduct, the Corporation shall give thirty (30) calendar days' written notice to any permanent employee whom it is intended shall be dismissed from the Corporation's service provided that a sum equal to one (1) month's salary in lieu of such notice shall be paid to such employee. Except in the case of misconduct, the Corporation shall give fourteen (14) calendar days' written notice to any probationary or temporary employee which it intends to dismiss from the service, provided that a sum equal to fourteen (14) calendar days' salary in lieu of such notice shall be paid to such employee.
- 15.3.4 The Employer shall not dismiss or layoff any employee because of pregnancy or adoption, or because an employee has applied for leave in accordance with Articles 16.5.3, 16.5.4 or 16.5.5.

15.4 **Demotion**

Thirty (30) calendar days' notice shall be given to an employee who is to be demoted involuntarily. Notice of intention to demote shall be given to the employee in writing and shall set out the reasons in detail. A copy of the notice shall be supplied concurrently to the Chairperson of the Bargaining Committee and the Union.

15.5 **Resignation**

- 15.5.1 A permanent employee shall be required to file written notice with the Corporation of their intentions to resign at least fourteen (14) calendar days prior to the date upon which they intend to leave. The Corporation, in its discretion, may waive any portion of the period of notice. An employee who fails to give such notice shall be struck from the payroll effective the date they absent themselves from work.
- 15.5.2 An initial probationary or temporary employee shall be required to file written notice with the Corporation of their intention to resign at least fourteen (14) calendar days prior to the date upon which they intend to leave. An employee who fails to give such notice shall be struck from the payroll effective the date they absent themselves from work.
- 15.5.3 The provisions of this article may be waived by the Corporation. For the purposes of this section, vacation leave shall not constitute any portion of the required notice.

15.6 **Access to Personnel File**

The employee shall, upon request, see their personnel file in the presence of a Corporation officer. An employee has the right to have their written response to

disciplinary action placed on their personnel file. A Union representative, upon written authorization of the employee, shall have access to the file.

ARTICLE 16 LEAVE

16.1 Vacation Leave

16.1.1 Entitlement

- a) Employees shall be entitled to a vacation leave with pay of one and one-quarter (1¼) working days for each completed month of service, subject to the following:
- b) During an employee's first (1st) year of service, such vacation leave shall accumulate from the date of employment to the following April 1.
- c) During subsequent years of service, such vacation leave shall accumulate from April 1.
- d) Every effort will be made to permit the taking of vacation leave between May 1 and October 31 in each year. Regardless of the position held or seniority, selection of the vacation leave dates should be rotated to ensure equality.
- e) During the first (1st) year of service, subject to Article 16.1.5, the Corporation may, at the request of an employee, authorize the employee to take what leave would be earned to the following April 1.
- f) A permanent employee shall be entitled once a year to receive a salary payment in advance of the commencement date of their annual vacation leave. The employee shall submit a written request for the advance at least six (6) weeks prior to the commencement date of the vacation leave.
- g) Payment of salary for the earned credits provided under Article 16.1, Article 16.2 and Article 16.5.12 shall constitute service time for the purposes of calculating seniority as provided under Article 2.5.
- h) An employee shall be granted an additional day's vacation for each designated holiday that may fall within their vacation leave.

16.1.2 Pay In Lieu

- a) Where the Corporation finds it necessary to restrict vacation leave in whole or in part, or where an employee who has one (1) or more years' service leaves the service with unused vacation leave to their credit, the employee shall be entitled to receive pay in lieu thereof, in addition to all other amounts due to him, on the basis of the following formula:
- b) $(\text{Number of Days Credited} \times 8.0 \text{ hours} \times \text{Annual Salary}) / 1872 \text{ hours}$
- c) An employee who leaves the Corporation's service after thirty (30) calendar days but prior to one (1) year where no leave has been granted or taken shall

be paid, in addition to all other wages due to them, an amount equal to three fifty-seconds (3/52) of their gross earnings for the period employed.

- d) In the event of the death of an employee, any amounts normally due to him under the provisions of this article, shall be paid to their estate.
- e) In addition to any vacation leave earned up to March 31 of the preceding year, an employee having attained the age of sixty-five (65) years and entitled to superannuation and/or Public Employees Pension Plan (PEPP), or an employee retiring at any time following the completion of thirty-five (35) years' service, shall be entitled in the year of retirement to their earned vacation leave for that year.
- f) Partial Months of Work
 - i) In calculating the allowance of annual vacation leave for partial months of work resulting at either the commencement or termination of employment and during other approved breaks in employment, the employee shall receive, in lieu of any leave credits, an amount of annual vacation leave pay based on the salary earned during the partial month of work and such pay shall be calculated at the following rates:
 - Six percent (6%) if they earn vacation leave at one and one-quarter (1 1/4) working days per month; or
 - Eight percent (8%) if they earn vacation leave at one and two-thirds (1 2/3) working days per month; or
 - Ten percent (10%) if they earn vacation leave at two and one-twelfth (2 1/12) working days per month.
 - Twelve percent (12%) if they earn vacation leave at two and one-half (2 1/2) working days per month.
 - ii) An employee shall not earn any annual vacation leave with pay during any period for which they receive annual vacation leave pay under this section.

16.1.3 Carry Over

Employees shall be entitled to carry over up to five (5) days' vacation into the next fiscal year. The Employer may approve the carryover of up to an additional five (5) days of vacation.

16.1.4 Years of Service

- a) Years of service for vacation purposes shall also include service with District Health Boards, Boards of Education in Saskatchewan, University of Saskatchewan, University of Regina, all SGEU bargaining units and service as a paid staff member of SGEU. There shall be no vacation adjustments as a result of the implementation of this article prior to April 1, 1999. (Service with District Health Boards and Boards of Education in Saskatchewan shall

be included for the purpose of the ten year minimum requirement in Articles 16.1.4(d) and 16.1.4(e).

- b) The onus shall be on the employee to inform the Employer of any previous service under this article.
- c) Employees who have completed eight (8) years or more of service with the Corporation, or executive government, board, commission or crown corporation of the Government of Saskatchewan in the current year shall be entitled to twenty (20) working days' vacation leave with pay in the current year and in each and every year thereafter.
- d) Employees who have completed fifteen (15) years or more of service, at least ten (10) years of which must have been with the Corporation, or executive government, board, commission or crown corporation of the Government of Saskatchewan, in the current year shall be entitled to twenty-five (25) working days' vacation leave with pay in the current year and in each and every year thereafter.
- e) Employees who have completed twenty-two (22) years or more of service, at least ten (10) years of which have been with the Corporation, or executive government, board, commission, or crown corporation of the Government of Saskatchewan, in the current year shall be entitled to thirty (30) working days' vacation leave with pay.

16.1.5 Over Usage

An employee leaving the service who has been granted more vacation leave than is due shall have such overpayment deducted from any monies owed to them by the Corporation.

16.1.6 **Less than Full-time** Adjusters, Temporary and Casual Employees

- a) Temporary, casual employees and **less than full-time** Adjusters shall receive vacation pay at the rate of six percent (6%) of total earnings and fifteen (15) days leave without pay or to the extent earned.
- b) Temporary, casual employees and **less than full-time** Adjusters who have completed eight (8) years of service with the Corporation shall receive pay at the rate of eight percent (8%) of total earnings and twenty (20) days leave without pay or to the extent earned.
- c) Temporary, casual employees and **less than full-time** Adjusters who have completed fifteen (15) years of service with the Corporation shall receive pay at the rate of ten percent (10%) of total earnings and twenty-five (25) days leave without pay or to the extent earned.
- d) Temporary, casual employees and **less than full-time** Adjusters who have completed twenty-two (22) years' service with the Corporation shall receive pay at the rate of twelve percent (12%) of total earnings and thirty (30) days leave without pay or to the extent earned.

- e) The above-noted percentages will be applied to total earnings. For the purposes of this article, "total earnings" include the vacation payment. For administrative purposes, to facilitate the payment of vacation pay, the percentages will be as follows:
 - i) 6.36% - 15 days
 - ii) 8.64% - 20 days
 - iii) 11.00% - 25 days
 - iv) 13.44% - 30 days
- f) A temporary employee may elect, on initial appointment and thereafter on March 31 of each year, to receive regular pay out or banking of vacation pay.
- g) A temporary employee who has chosen to bank vacation pay may be granted advance vacation leave with pay based upon the anticipated duration of employment during the fiscal year.

16.2 **Sick Leave, Family Leave, Pressing Necessity/Bereavement, Interpersonal Violence Leave, Wellness Leave**

16.2.1 Doctors Notes, Examinations, Informing the Employer

- a) Any employee who may be absent from duty on account of sickness or other pressing necessity, must inform their immediate supervisor.
- b) **Upon request**, an employee to be entitled to payment of sick leave shall, **provide** the division head with a **completed** prescribed form. The Corporation may require an employee to provide a doctor's certificate. **A certificate/note from a Nurse Practitioner may be acceptable as determined by management.**
- c) In cases of lengthy illness, the Corporation may require a physician's report at intervals throughout the illness.
- d) The Corporation reserves the right to call for an examination at any time by its own physician of any employee if such procedure is considered advisable.
- e) When the Corporation requests a report or examination as per Articles 16.2.1(b), 16.2.1(c) and 16.2.1(d), the Corporation will cover the cost, if any, of the medical certificate.
- f) The employer recognizes that employees sometimes face situations of violence or abuse in their personal life. Employees are eligible for five (5) paid days and five (5) unpaid days, **intermittently or in a continuous period**, of leave as per legislation.
- g) **Employees have access to bereavement leave through the Employer's Pressing Necessity Policy. When paid leave is granted, the time approved is charged against the employee's earned sick leave credits.**

- h) **Employees may access sick leave credits for their wellness when they are unable to perform their duties due to work related stressful incidents. These leave requests may be approved after completed an OHS incident report with their manager and Human Resources.**

16.2.2 Terminating Employment due to Illness or Disability

An employee who is obliged to terminate their employment due to illness or disability and is not eligible for a pension under the Public Employees' Superannuation Plan or Public Employees' Pension Plan (PEPP), shall be entitled to receive a gratuity based upon their unexpended accumulated sick leave from their date of employment to the date of their separation from the service, subject to negotiation.

16.2.3 Using Sick Leave During Holidays or Annual Vacation

Holidays designated in Article 16.5.12 occurring during the period when an employee is on sick leave with pay shall not be charged against the employee's sick leave credits. When two (2) or more consecutive days of sick leave occur during the annual vacation, the Corporation, at their discretion, may permit the employee to use accumulated sick leave provided that a satisfactory doctor's certificate is supplied.

16.2.4 Entitlement

- a) Permanent and probationary employees with less than three (3) months continuous service shall be allowed one (1) week's leave for sickness or other pressing necessity. All other employees shall be eligible for fifteen (15) working days' leave with pay for each fiscal year. Any unused days of the foregoing amounts shall accumulate from year to year without limit.
- b) Temporary employees shall earn sick leave at the rate of one and one-quarter (1¼) days for every 156 hours worked. These earned days shall accumulate from one (1) temporary period of employment to another and will be carried over with the movement to a permanent position. This accumulation may be drawn on to its maximum. Time worked as a casual will count towards sick leave upon reaching temporary status. This benefit will lapse if the time between employment periods exceeds two (2) years, or a resignation/termination occurs.
- c) **Other than full-time** Adjusters shall earn sick leave at the rate of one and one-quarter (1¼) days for every 160 hours worked to a maximum of fifteen (15) days per year. This accumulated sick leave can only be used providing the adjuster:
 - i) Has accepted work.
 - ii) Will not exceed full time hours in the averaging period unless prior approval from their supervisor is obtained.
 - iii) An employee may claim sick leave of less than five (5) days equivalent to work that their CSO manager, or designate, has removed due to the employee's illness. Medical verification may be requested by the Employer.

16.2.5 Drawing on Future Sick Leave

- a) At the discretion of the Executive Director, Human Resources or their designate, a permanent employee whose sick leave benefits are exhausted may be permitted to draw on their future credits to a maximum of thirty (30) days. In the event that the employee separates, dies or retires, any overdrawn amount owing will be recovered. The intent of this subsection is to deal primarily with instances of prolonged illness or accident, or for use when preceded by an illness which has exhausted earned sick leave, or in any other deserving situation.
- b) The Corporation may allow a temporary employee to draw on their future sick leave credits to a maximum of ten (10) days. If the employee terminates employment or retires, any overdrawn amount owing will be recovered from any funds owing the employee.

16.2.6 Reimbursement of Overdrawn Sick Leave

- a) Where a permanent employee at the beginning of a year, is overdrawn on sick leave, five (5) days of the current year's entitlement (or the amount of the overdraw, whichever is the lesser) shall be applied against the overdrawn amount and the rest shall be available for use during the current year. If any of the latter half remains to the employee's credit at the end of such year, it shall also be applied against any remaining overdrawn sick leave.
- b) When a temporary employee is overdrawn on sick leave, the first five (5) days earned in the next fiscal year, shall be applied against the overdrawn amount and any unused sick leave credits available at the end of the fiscal year shall be applied to the overdrawn balance.

16.2.7 Exceeding the Allowance

An employee leaving the service of the Corporation who has been granted more leave for sickness and/or pressing necessity than was due to them shall have deducted from any monies owing them by the Corporation an amount calculated on the basis of the number of days overdrawn at the rate of salary on separation.

16.2.8 Transfer of Unused Sick Leave Credits

Employees joining the Corporation from the executive government, boards, commissions or crown corporations of the Government of Saskatchewan will be allowed to carry accumulated sick leave with them providing that they apply for and supply documented proof of this entitlement to the Corporation.

16.3 **Jury Duty, Witness or Sentencing Circle**

- a) If an employee, who is not on layoff, is subpoenaed to appear as a witness or to act as a juror, they will be granted leave to do so. At the employee's option, one of the following may be applied:
 - i) take leave without pay and retain the witness fee, if any;
 - ii) use vacation leave or unused earned days off to cover the period and retain the fee; or
 - iii) take leave with pay and assign any fees received to the Corporation.

16.4 **Humanitarian Leave**

Management may grant leave with pay for humanitarian service such as donating blood or other voluntary services to the community.

16.5 **Leaves of Absence**

16.5.1 Long Term Disability

An employee who is receiving benefits from the Long Term Disability Plan, within the three (3) year Totally Disabled Own Occupation category, will be granted definite leave of absence for a period of two (2) years. The Employer may grant a third (3rd) year definite leave of absence. At any time during the definite leave of absence without pay, the employee may return to their own position when medically cleared or declare that they are medically unable to return to their own occupation at which time the Employer may fill the position. During the definite leave of absence, the Employer will attempt to make available to the employee another opportunity that is comparable to their own occupation or fits within the rehabilitation requirements of the employee. The Corporation and the Union may exercise the provisions under Article 17.2.1(d).

16.5.2 Definite Leave of Absence

- a) Definite leave of absence without pay may be granted for justifiable reasons, insofar as the regular operations of the Corporation permit, providing reasonable notice is given and satisfactory arrangements can be made for the performance of their work during their absence. The leave may be granted as follows:
 - i) By a division head for a period not exceeding three (3) months. Approval of the leave will be reported to the Human Resources Unit.
 - ii) By the Executive Director, Human Resources, or their designate, upon the recommendation of the division head for a period in excess of three (3) months but not exceeding one (1) year.
- b) An employee who has been granted leave under Article 16.5.2 may make an application for an additional period of leave consecutive with the first period, providing the total leave does not exceed one (1) year.

16.5.3 Maternity Leave

- i) In consultation with Human Resources, an employee who submits an application in writing to her division head for leave under this section at least four (4) weeks before the date specified by her in the application as the day on which she intends to commence such leave shall be granted maternity leave without pay. She must provide a medical certificate certifying that she is pregnant and specifying the estimated date of her confinement. The leave will be granted in accordance with applicable employment legislation. In the event of medical complications arising out of pregnancy such that the employee is unable to return to work at the expiry of an approved leave of absence, the employee will receive payment of normal salary from accumulated sick leave credits in accordance with Article 16.2.

16.5.4 Parental Leave

- a) In consultation with Human Resources, an employee who submits an application in writing to the Corporation for leave under this section at least four (4) weeks before the date specified in the application as the commencement of such leave, is entitled to and shall be granted Parental leave without pay in accordance with applicable employment legislation.

16.5.5 Adoption Leave

- a) In consultation with Human Resources, an employee who submits an application in writing to the Corporation for leave under this section at least four (4) weeks before the date specified in the application as the day on which the employee intends to commence such leave, is entitled to and shall be granted adoption leave without pay in accordance with applicable employment legislation.

16.5.6 The provisions of Article 15.5.1 shall apply to an employee on Maternity Leave, Parental Leave and Adoption Leave.

16.5.7 Reinstatement from Definite, Maternity, Parental and Adoption Leaves

- a) An employee granted definite leave of absence without pay shall be reinstated in the position in which they were employed prior to going on leave, at the end of the period for which the leave was granted or an earlier date as outlined in Article 2.7.1(d).
- b) If the position of an employee was abolished during their absence, they shall be subject to the **Article 14.3** provisions applicable had they been occupying the position at the time of its abolition.
- c) If an employee's position was reclassified upward during their absence, they shall be subject to the provisions applicable had they been occupying the position at the time of its reclassification.
- d) If the position was reclassified laterally or downward during their absence, the permanent employee shall elect one (1) of the following alternatives:

- i) The application of the layoff provisions; or
 - ii) To bump into the reclassified position provided they have minimum qualifications.
- e) If a permanent employee vacates their position in order to accompany their spouse who has relocated to another centre within the province, they may, upon application, have their name placed on a re-employment list for positions at the same or lower level for which they are deemed qualified for a period of up to one (1) year subject to the following conditions:
- i) the Corporation may fill the vacated position on a basis other than a temporary appointment;
 - ii) if the employee has been unsuccessful in obtaining alternate employment in the Corporation at the expiry date of one (1) year on the re-employment list, they will be considered to have resigned effective that date;
 - iii) Article 14.3.3(i)(1)(iii) applies with respect to recalls;
 - iv) there shall be an onus on an employee whose name is placed on the re-employment list to identify in writing to the Human Resources Unit within five (5) working days of the approval of the request for placement on the re-employment list, any occupation, pay, geographic or other restriction(s) they wish to place on their re-employment rights.
 - v) they will be entitled to three (3) call backs during that year.
 - vi) their name will be removed from the re-employment list under the following conditions: failure to reply within ten (10) calendar days to a written inquiry from the Corporation relative to availability for employment; failure to reply within five (5) calendar days to a telephone inquiry from the Corporation relative to availability for employment; failure to report for work within the time set by the Corporation, such time to be not less than thirty (30) calendar days; or, after the rejection of the third (3rd) call-back in which case they will be deemed to have resigned.

16.5.8

Compassionate Care Leave

- a) Employees shall be able to access earned sick leave credits or to be granted an unpaid leave of up to eight (8) weeks to care for a critically ill family member. Family shall be defined as spouse, parent, grandparent, child, brother or sister of the employee or spouse. During the leave the employee will continue to accumulate all benefits and seniority under this collective agreement. If the employee chooses to make contributions for the period of leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position. The employee, in making application for this benefit will provide a medical certificate pertaining to the family member that supports the employee's request for compassionate care.

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

16.5.9 Family Responsibility Leave

Provide allowance for all employees to take an additional day of Family Responsibility Leave (48 hours).

16.5.10 Indefinite Leave of Absence

- a) A permanent employee may, for valid reasons, be granted indefinite leave of absence without pay by the Executive Director, Human Resources or their designate, upon the recommendation of the division head.
- b) A temporary employee or adjuster may be granted indefinite leave of absence without pay for illness while covered under the SGEU long-term disability plan or if the plan's decision is under appeal. Approval as per Article 16.5.10(a).
- c) 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.
- d) A permanent employee granted indefinite leave of absence without pay shall, forfeit their rights to their home position and upon the conclusion of the leave, have their name placed on the re-employment list for a period of two (2) years.
- e) A temporary employee or adjuster granted indefinite leave of absence without pay shall, upon the conclusion of the leave, have their name placed on the re-employment list for their locality, for a period of two (2) years.

16.5.11 Conditions of Leave

- a) While on leave of absence without pay or layoff, employees shall be entitled to earned benefits as follows:
 - i) For the first thirty (30) consecutive calendar days or less:
 - vacation leave;
 - sick leave;
 - seniority; and
 - increments.
 - ii) From the thirty-one (31) to the ninety (90) consecutive calendar days:
 - sick leave;
 - seniority; and
 - increments.

- iii) For leave in excess of ninety (90) consecutive calendar days, no benefits except as provided in Article 3.3.3.
 - iv) Notwithstanding the provisions of Article 16.5.11(a)(iii), employees who are granted maternity, Parental or adoption leave, definite leave while on Long-Term Disability, and the first six (6) months of approved education leave shall continue to earn seniority.
- b) Subject to the qualifying provisions of the benefit plans, an employee on leave under this Article may elect to maintain insurance benefits for the period in which they would normally have been employed, by paying their share of the premium. Upon payment by the employee of contributions, the Employer will contribute as per the plan requirements.

16.5.12 Designated Holidays

- a) Leave of absence with pay shall be allowed for New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and a floating designated holiday.
- The floating designated holiday for the term of this agreement shall be **in line with the rest of Executive Government and posted on the Corporation's intranet.**
- b) When any of the above holidays fall on a day of rest, another consecutive day of work shall be designated in lieu of the holiday.
- c) Where a **permanent full-time** employee works on a holiday at the request of the Corporation, such employee shall be entitled to an equivalent leave of absence with pay in lieu in addition to pay at the rate of time and one-half for all hours worked.
- d) Designated holiday pay for casual, temporary employees and Adjusters shall be calculated at five point four percent (5.4%) of base rate. This will be paid in each pay period.

ARTICLE 17 WORKERS' COMPENSATION AND REHABILITATION

When an employee is injured in the performance of their duties, or incurs an industrial illness, and the accident or illness is compensable under the provisions of the Workers' Compensation Act, 2013, the following provisions shall apply:

17.1 **Compensation**

17.1.1 Subject to the provision that the total compensation received by an employee shall not exceed normal earnings (normal earnings are defined as straight time wages for the previous fifty-two (52) weeks), employees shall be compensated on the following basis:

- a) **Less Than One Year From The Date of Injury**
From and including the day of injury until not more than one (1) year from the date of injury, the employee shall receive their normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Corporation on behalf of the employee;
- b) **One Year To Two Years From The Date of Injury**
After one (1) year from the date of injury to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive their normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Corporation on behalf of the employee. The difference between the employee's normal earnings and the benefit payable from Workers' Compensation will be charged against the employee's available sick leave credits.
- c) **After Two Years From The Date of Injury**
After two (2) years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive payments directly from the Workers' Compensation Board only.
- d) **Pending receipt of payments from the Workers' Compensation Board, an employee shall receive normal earnings, provided however, that the Corporation in its discretion, may limit such earnings to the amount of an employee's accumulated sick leave benefits as at the commencement of their disability. Proof of disability will be required before such payments are made.**

17.2

Employee Status and Benefits

17.2.1

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

- a) Notwithstanding the foregoing, a permanent employee who is being paid on the basis of Article 17.1.1 shall be entitled to carry forward any unused vacation leave up to and including the full entitlement for the month of the injury, until they return to work. While a permanent employee is being paid on the basis of Article 17.1.1, they shall not earn any vacation leave credits.
- b) After two (2) years from the date of injury or when the permanent employee's sick leave credits are exhausted, whichever occurs first, the permanent employee shall receive an indefinite leave of absence and earn applicable benefits in accordance with Article 16.5.11.
- c) A permanent employee who receives an indefinite leave of absence in accordance with Article 16.5.8 shall be paid out any outstanding vacation leave credits. Any over expenditure of vacation leave credits shall not be recovered from the employee.

- d) If an employee incurs a disability arising from a compensable injury, disease or disabling condition, which prevents resumption of work in the occupation held prior to the onset of the disability, and such employee is capable of carrying out other duties, the Corporation and the Union may mutually arrange the establishment of such an employee in a position suitable to the circumstances, having at all times in mind the obligations of the Corporation and the Union to all other employees in the Corporation. In such circumstances, the Corporation and the Union may agree to waive the provisions of the articles related to vacancies, promotions, layoff, change in classification.
- e) Such cases shall be dealt with between the Union and the Corporation on an individual basis.

ARTICLE 18 Occupational Health and Safety

18.1 Occupational Health and Safety

18.1.1 The parties agree they are bound by the provisions **as stated in relevant provincial legislation during the term of this agreement.**

18.2 **Right To Refuse**

18.2.1 Every employee has the right to refuse work **assigned to them which they have reasonable grounds to believe is unusually dangerous. The employee should first bring forward the refusal to the supervisor to give an opportunity to address the refusal. If the employee is not satisfied with the supervisor's decision, can reach out to the local Occupational Health Committee (OHC) co-chairs to investigate further.**

18.2.2 The **local Occupational Health Committee (OHC)** shall promptly investigate each refusal and, if it is able, make a decision on whether such refusal was warranted. If such action was warranted, the committee will notify the Employer of any unsafe condition(s), and the Employer will undertake suitable corrective measures, and report in writing to the committee of the action taken. If such refusal was not warranted, the committee will meet with the **employee** affected, and report to them the reasons for its decision. **Should the employee not agree with the OHC's decision, the employee, employer, or OHC may contact the OHS Division to investigate the work refusal. Once the decision of the OHS Division has been determined, if the refusal is warranted, the employer will implement corrective actions, if the refusal is not deemed unusually dangerous, the employee would resume duties.**

18.2.3 If the **OHC** is unable to agree whether the refusal was warranted, the matter shall be referred by the committee, the Union, Employer **or Employee** to an Occupational Health officer of the Occupational Health and Safety (OHS) Division, Ministry of Labour Relations and Workplace Safety for investigation and decision.

18.2.4 The Employer shall not re-assign disputed work to another **employee without adhering to current legislative requirements.**

18.2.5 If the employer takes action against any **employee** (such as discipline, demotion, transfer, etc.), such action will be considered to be discriminatory unless the **employer shows good and sufficient other reason for taking such action**. A temporary transfer to other duties with no loss in pay or benefits during the employee's refusal will not be considered discriminatory action.

18.3 **Provision of Information**

18.3.1 The Employer undertakes to provide the Union with information concerning all occupational injuries and illnesses sustained by all employees covered by this Collective Agreement as reported to the Workers' Compensation Board.

18.3.2 All incidents **that require investigation** will be reported to the Corporation-wide Joint Union-Management Committee.

18.4 **Personal Protective Equipment**

The Corporation agrees to supply all employees with protective equipment as determined by **the employer**. **Recommendations from SCIC's provincial Occupational Health Committee will be considered by completing job hazard analysis/risk assessments adhering to** The Occupational Health and Safety Regulations.

Appendix 1
Maternity and Parental Supplemental Employment Benefit (SEB) Program

(applicable to employees within the scope of the
Saskatchewan Crop Insurance Corporation (SCIC)/
Saskatchewan Government and General Employees Union (SGEU)
Collective Bargaining Agreement)

1. AUTHORITY

This program is provided in accordance with Article 5.6 of the Collective Agreement.

2. ELIGIBILITY

Employees must apply and be eligible for a Definite Leave of Absence for Maternity, Parental or Adoption in accordance under Article 16.5.2 of the Collective Agreement;

and

be in receipt of Employment Insurance Maternity and Parental Benefits;

and

sign a note to promise to return to work for the Corporation for a period equal to the same number of weeks that the top-up is received and to repay the amount of the top-up, or a portion thereof, should the Employee not return to work for number of weeks that the top-up was paid.

3. BENEFIT AMOUNT

a) For the Employment Insurance waiting period:

Employees may access sick leave in accordance with the Collective Agreement;

or

receive a Maternity and Parental Leave SEB program payment from the plan equal to 95% of regular salary for the waiting period.

Note:

- For permanent full-time employees the payment is 95% of their bi-weekly salary rate in effect immediately prior to the commencement of the Definite Leave of Absence for Maternity, Parental or Adoption, based on standard benefits provided by the Federal Government, not the extended benefits.
- For all other employees the full-time employee calculation will be prorated by the proportion of full-time regular hours paid during the twenty-six (26) full pay periods preceding the Maternity, Parental or Adoption Leave (or the period of active employment if less than twenty-six (26) full pay periods) and actual payment will include vacation leave and designated holiday pay.

b) For the first fifteen (15) weeks of Employment Insurance Maternity and Parental Benefits:

Employees will receive a Maternity and Parental SEB Program payment from the Corporation equal to the difference between 95% of regular salary (as calculated in a) above) and the gross Employment Insurance Benefit.

Note:

- “Other” earnings subsequent to commencement of the leave (i.e. not associated with employment with the Corporation) which decrease the amount of the net EI benefit but do not affect the gross EI benefit, will NOT increase the amount of the SEB program payment.

4. DOCUMENTATION

Eligible employees will be required to submit documented proof of Employment Insurance eligibility and amounts of gross Employment Insurance payments (e.g. Employment Insurance Benefit cheque stubs) prior to payment.

5. DEDUCTIONS FROM PAYMENTS

Payments will be processed through the payroll system to allow for deduction of income tax and Canada pension (as required by federal law) and Union dues.

Note:

- This is a benefit payment, not a supplementary pay item. However, processing through the payroll system is required to process these deductions and for budget purposes.

6. PENSION, INSURED BENEFITS AND OTHER COLLECTIVE AGREEMENT PROVISIONS

Benefits will be handled in accordance with the normal provisions applicable to definite leaves of absence.

7. IMPLEMENTATION – OCTOBER 1, 2002

The program is effective October 1, 2002. Since the program applies during the Employment Insurance waiting period and the first fifteen (15) weeks of Employment Insurance Maternity and Parental Benefits, employees on definite leave for maternity, parental or adoption on October 1, 2002 may be eligible for some or all of the program payments.

Examples:

- i. An eligible employee who commences the Employment Insurance waiting period on or after October 1, 2002 will be eligible for program payments for the full seventeen (17) weeks.
- ii. An eligible employee who commenced the Employment Insurance waiting period four (4) weeks prior to October 1, 2002 will be eligible for a top-up payment for the remaining thirteen (13) weeks of the seventeen (17) week top-up period.
- iii. An employee whose waiting period commenced seventeen (17) weeks or more prior to October 1, 2002, will not be eligible for payments under the program.

8. RETURN SERVICE COMMITMENT

The attached form is the promise to return to work or to repay the benefits, which must be signed by all employees to be eligible to receive program payments.

9. OTHER REMUNERATION

As required by Employment Insurance, Supplemental Employment Benefit (SEB) program guidelines, payments under the plan will have no impact on other remuneration paid in accordance with the terms of the Collective Agreement.

Appendix 2
Public Service Essential Services

Both parties agree to include the essential services act agreement as a letter of understanding in the CBA.

May 3, 2011

Mr. Larry Buchinski
Agreement Administration Advisor
Saskatchewan Government and General
Employees' Union
1440 Broadway Avenue
Regina, Saskatchewan
S4P 1E2

Dear Larry,

Re: Public Service Essential Services Act

As per Section 6 (1) of the "*The Public Service Essential Services Act*" there is a requirement for the Employer and trade Union to facilitate the negotiation of an essential services agreement. Upon conclusion of the negotiations all classifications agreed to by the parties as meeting the criteria set out in Section 2 of the *Act* shall be deemed essential services for the purpose of the *Act*. The negotiated agreement shall remain in effect until terminated as per Section 8 of this *Act*.

Upon a review of all classifications contained within the Saskatchewan Crop Insurance Corporation Bargaining Unit, the position of Saskatchewan Crop Insurance Corporation is that no classifications currently contained within your bargaining unit meet the definition of "essential services" under Section 2 of the *Act*.

Sincerely,
Sandor Jerkovits
Manager, Employee and Labour Relations

cc. Rose Olson
Cam Swan

Appendix 3 Dispute Resolution Options

The parties agree the best resolution of a dispute is one worked out between the parties without recourse to a third party.

- The parties will approach each grievance or group of grievances from the point of view of:
 1. Attempting to ascertain the facts and negotiate a resolution.
 2. Failing resolution by negotiation, agreeing to a joint statement of facts.
 3. Based on the joint statement of facts, determine the appropriate course of action to resolve the matter from three (3) options:
 - i. Grievance Mediation
 - ii. Expedited Arbitration
 - iii. Full Panel Arbitration

I. GRIEVANCE MEDIATION

This provision can be adjusted by mutual agreement of the parties.

Grievances Appropriate for Mediation

- Grievance seeks individual settlement, ie. Settlement applies to one (1) grievor and would not result in a similar claim by another employee. By mutual agreement between the parties, grievance mediation may be used for other kinds of grievances, e.g. group grievances
- Grievance mediation is appropriate where there are a range of possible solutions to the concerns raised in the grievance.
- Grievance mediation is normally not appropriate for policy grievances, complex cases, or where other employees would have a similar claim resulting from the settlement.

Role of the Mediator

- The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.
- The mediator will be drawn by chance from a list agreed upon by the parties. Any mediator must have served as the chairperson of an arbitration board unless otherwise agreed by the parties.
- The parties will equally share the cost of fees and expenses of the Mediator.

Provision of Information Prior to the Mediation

- The mediator will be provided with a copy of the grievance, a copy of the grievance replies and a copy of the collective agreement five (5) working days prior to the mediation.

Rules Applicable to Grievance Mediation

- Rules of evidence do not apply and proceedings are informal; the grievor and management respondent participate in the process.
- Any document provided prior to, or during the mediation will be returned to the issuing party at the end of the mediation.
- Unless the parties agree otherwise, settlements reached at mediation will not be considered a precedent and will not be raised in support of any future case.
- Anything said, or done at any mediation cannot be used against a party in any subsequent arbitration.
- If no settlement is reached, the parties may proceed to arbitration.
- A mediator cannot serve as the arbitrator should the case be referred to arbitration and is not a compellable witness in that arbitration or any hearing on the matter by the Labour Relations Board.
- No transcript or record of the mediation is kept by the mediator other than that the mediation occurred, when, where, as well as the parties, the issue in dispute and whether settlement was achieved.
- If there is no settlement, the mediator will provide an advisory opinion as to the likely outcome, if the matter is advanced to arbitration given precedent and arbitral norms.
- The parties to the mediation will have the authority to conclude a settlement at the mediation.
- Attendees to the mediation include the grievor, the manager respondent, the local steward, a representative from the Human Resources Unit and the spokespersons for Union and management. Additional persons may attend by mutual consent.
- Mediation will normally occur at the work site or at the Union or Employer's premises. The parties will jointly share the costs of mediation.

Grievance Mediation Process

- Brief introduction to the grievance mediation process, by the mediator (concept, process, ground rules, questions).
- Mediator presented with a joint statement of facts prepared in advance of the hearing by the parties.
- Description of Grievance:
 - Party submitting the grievance, normally the Union briefly outlines the circumstances resulting in the grievance. Relevant collective agreement provisions are cited, as well as its position on the matter.
 - The grievor is given the opportunity to make additional comments.
 - The respondent, normally a representative from the Human Resources Unit, provides

additional details regarding the circumstances resulting in the grievance, relevant collective agreement provisions and its position on the matter.

- The manager affected by the grievance is given the opportunity to make additional comment.
- The mediator may ask additional questions of the parties to obtain clarification on any matter.
- Private Caucus
 - The parties will be separated. Alternately meeting privately with the parties, the mediator seeks to identify underlying interests, concerns and differences and seeks possible resolutions of the grievance.
 - The mediator will not reveal any information or position given by the parties in confidence without permission; the mediator may advance any position as **their** private recommendation to either party.
- Reconvening the Parties
 - Once agreement is reached via private discussions, or no agreement is possible, parties are reconvened by the mediator.
 - If agreement is reached, the terms of settlement are put in writing and signed by the parties.
 - If no agreement is possible, the mediator will orally set out respective positions, points of difference and provide an advisory opinion as to likely outcome if case referred to arbitration.
- Allowable Time Limit
 - Normally three (3) hours; an extension of up to one (1) hour will be allowed by joint agreement of the parties.
 - The mediator may call a halt to mediation where it appears resolution is not likely.

II. EXPEDITED ARBITRATION

- By mutual agreement, the procedures may be used after Step 2 of the grievance procedure, or following unsuccessful mediation.

Grievances Appropriate For Expedited Arbitration

- Unless otherwise agreed by the parties, only grievances that seek an individual settlement, i.e. Settlement applies only to the grievor, would not result in a similar claim by other employees, shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.
- Concerned with grievances that involve the interpretation and application, or alleged violation, of the collective agreement, e.g. grievances that are arbitral.
- Grievance arbitration is appropriate where there is a limited range of solutions, or single solution, to the concern raised in the grievance.

On agreement that a case be expeditiously arbitrated, the parties will draw the Arbitrator by chance from a list mutually agreed by the parties and they will act as a single Arbitrator on the matter. Any Arbitrator must have served as the chairperson of an arbitration board.

Expedited Arbitration Process

- No legal counsel used by either party:
Union: Staff Representative or Elected Officer
Employer: Human Resource Representative
- Documents tabled with Arbitrator:
 - Collective bargaining agreement;
 - Grievance statement and replies;
 - Agreed statement of facts;
 - Any cases that parties intend to rely on (limit five from each);
 - A brief statement of each party's position and argument (one page each); and
 - Possibly flowing from above, an agreed statement as to the exact difference that the parties want decided.
- Maximum number of cases to be scheduled in one (1) day are two (2).
- Maximum time allotted to hear each case is three (3) hours. The parties will endeavour to abide by this time limit; extensions may occur by mutual agreement.
- Procedure guidelines:
 - Documents tabled;
 - Brief opening statement by each of the parties;
 - Witnesses (maximum two per party), examined, cross-examined and questioned by Arbitrator;
 - Final argument (Brown and Beatty, or similar texts may be cited);
 - General rules of evidence are not strictly applied, except rules of onus;
 - Parties must discuss evidence prior to hearing, in order to expedite the hearing.
 - Once the Arbitrator has indicated the direction of the likely decision, parties may request an adjournment to attempt to work out the exact terms of the resolution (the decision).
 - Arbitrator may attempt to mediate, e.g. Propose a possible resolution, if the parties agree and if the case has not previously been through the mediation process.
 - Arbitrator may issue a verbal decision immediately. Within three (3) working days a written decision shall be rendered, setting out the reasons which the Arbitrator deems necessary to convey a decision. Decision and reasons are limited to two (2) pages. The decision of the single Arbitrator will be final and binding on the parties.
 - The parties will equally share the cost of fees and expenses of the Arbitrator.
 - The grievor and Manager/Supervisor who are party to the case shall be granted leave with pay to be present at arbitration.
 - The grievance may be removed from the expedited process at any time, prior to the expedited hearing.

III. FULL PANEL ARBITRATION

- As per Articles 9 of the Collective Agreement.
- By mutual agreement, the parties may agree to a single Arbitrator.

Appendix 4 Career Assistance Options

Permanent employees laid off after the date of signing of the agreement to September 30, 1997, may access the Career Assistance Options with no conditions if they resign from the re-employment list anytime during their first year on the re-employment list. The maximum value of Career Assistance shall be \$5,000.00 calculated on the basis of \$1,000.00 for every two (2) years of service, prorated for partial years. In the second year on the re-employment list, this option can only be accessed if the employee has not accepted permanent full-time employment with another Employer at the time of resignation.

Employees may elect one or more of the following assistance options to a maximum value of \$5,000.00:

1. Career Counseling and Job Placement

Career counselling and job placement to a maximum of \$5,000.00 will be provided by any one (1) of a number of companies and can be accessed for one (1) year from the date the employee resigns.

Career counselling and job placement services may include assessment, resume writing, interview coaching, job search techniques, and office support.

Employees must notify Human Resources Unit of their intention to access career counselling and job placement services and indicate the type of service desired.

Human Resources Unit will liaise with the selected company to refer the employee, and establish a defined credit account for the employee.

The selected company will invoice Human Resources Unit for all outplacement services provided.

2. Retraining Assistance

Retraining assistance to a maximum of \$5,000.00 will be provided in the form of payment of tuition fees at any Saskatchewan educational institute.

Employees will be able to access retraining assistance over a three (3) year period commencing the date the employee resigns.

Upon notification by employees of the educational institution they will be attending, Human Resources Unit will advise the educational institute to invoice the Corporation for tuition fees incurred by the employees.

3. Saskatchewan Relocation Assistance

Relocation assistance to a maximum value of \$5,000.00 will be paid for employees choosing this option.

Relocation assistance will be limited to in-province relocation expenses.

Employees may access the relocation assistance over a one (1) year period commencing the date the employee resigns.

Approval of expenses incurred under this section are to be approved by the Executive Manager of Human Resources or designate.

4. Career Adjustment Assistance

Career adjustment assistance to a maximum of \$5,000.00 will be provided on a reimbursement basis of expenses employees incur in pursuing alternate employment opportunities.

Employees may access Career Adjustment Assistance over a one (1) year period commencing the date the employee resigns.

Expenses that would be considered for reimbursement include business start up costs, travel expenses incurred in attending interviews, etc.

Approval of expenses incurred under this section are to be approved by the Executive Manager of Human Resources or designate.

5. Enhanced Severance

Enhanced severance calculated on the basis of one (1) week's salary for every year worked to a maximum of five (5) weeks or \$3,000.00 will be provided to employees who elect to resign and access Career Assistance. Enhanced severance shall be the lesser of five (5) week's salary or \$3,000.00.

Appendix 5 Extended Health and Optical Plan

With respect to the Extended Health and Optical Plan (the "Plan") as amended on October 1, 2013, the parties agree to the following:

- a) The Union will administer the plan and be responsible for the viability of the Plan.
- b) Beginning October 1, 2000, the Corporation will, each month, provide to the Union for purposes of the Plan, an amount equal to three point four percent (3.40%) of the salaries paid during the previous month. This will continue for each year thereafter until the Plan is disbanded or amended through the collective bargaining process.
- c) The Corporation will not be held liable for any costs over and above those referenced in (b) above, should the cost of the Plan exceed the amounts referred to in (b) above.
- d) All the monies paid by the Corporation to the Union for an Extended Health and Optical Plan will only be used for an Extended Health and Optical Plan.
- e) The Union will provide to the Corporation, at the end of each calendar year, an audited statement of the costs of the Plan for Saskatchewan Crop Insurance Corporation employees. The Union further agrees that should the Corporation request an audit of the plan by the Corporation's auditors, the Union will comply.
- f) In the event of a dispute with respect to the plan between an employee and the insurer or the Union, or the Union and the insurer, the Corporation will be held harmless. The Corporation's responsibility for the Plan ends with the payment to the Union of the amounts listed in (b) above.
- g) Should the Union decide to disband the plan, the parties will meet to negotiate amendments to wages and benefits equivalent to the three point four zero percent (3.40%).
- h) The Corporation shall allow for information of the Plan to be placed on the intranet, the e-mail system and utilization of mailroom services for distributing plan information.
- i) In the event the Extended Health and Optical Plan has, at any time, funds in excess of the amount, as determined by an actuary (who is a member of the Canadian Institute of Actuaries) in a written report, that exceeds the amount reasonably necessary to fund the Extended Health and Optical Plan benefits for the period ending two (2) years after that time (the Surplus"), the Union may use the Surplus to:
 - 1) Establish a trust that meets the requirements of an Employee Life and Health Trust ("ELHT") under the Income Tax Act (Canada) ("ITA").
 - 2) The ELHT shall be used for the following purposes:
 - To provide designated employee benefits to employees who participate in the Plan and their beneficiaries, as defined in subparagraph 144.1(2)(d)(ii) of the ITA. (1)

- At the sole discretion of the Union, to provide designated employee benefits for former employees and their beneficiaries, as defined in subparagraph 144.1(2)(d)(ii) of the ITA.
- On the wind-up of the ELHT, to provide pro-rata benefits to those participants in the ELHT other than key employees, as defined in the ITA, and persons related to key employees.

Employee Life and Health Trust

If pursuant to paragraph (i) the Union proposes to establish ELHT for employees of the Corporation, the Corporation has no objection to the Union proceeding provided that:

- a) The Union will administer and be responsible for the Plan as well as any newly established ELHT and shall be solely responsible for the same, including the viability of the Plan and any such ELHT.
- b) The Corporation will not be held liable for any costs or liabilities of whatsoever nature over and above the amount referenced in paragraph (b) above should the costs or liabilities of the Plan and any ELHT established exceed the amount referenced in paragraph (b) above.
- c) The Corporation shall have a similar right to have the costs of any ELHT established by the Union pursuant to these provisions audited as is contemplated in paragraph (e) above.
- d) In the event of any dispute or claim with respect to the Plan or any ELHT established by the Union between any employee, the insurer or the Union or otherwise, the Union agrees to hold the Corporation harmless and fully indemnify the Corporation for any amounts or damages that may be claimed from the Corporation of any nature whatsoever.

The Corporation's responsibility with respect to the Plan and any ELHT established shall be limited exclusively to the payment to the Union of the amount referenced in paragraph (b) above.

- e) Paragraph (h) is amended such that it is also applicable to any ELHT established respect to the Plan and any ELHT established shall be limited exclusively to the payment to the Union of the amount referenced in paragraph (b) above.

¹ For this purpose, "designated employee benefits" are those benefits provided under a group sickness or accident insurance plan, a group life insurance policy or a private health services plan. A "beneficiary" of the ELHT is any employee or former employee of Saskatchewan Crop Insurance Corporation (including retirees), the terms of whose employment were governed by the Collective Agreement between the Union and the Corporation, and any person related to such an employee.

Appendix 6

LETTER OF UNDERSTANDING # 2013-1

Between

Saskatchewan Crop Insurance Corporation

And

Saskatchewan Government and General Employees' Union

Re: Enhanced Dental Plan – Employer Contributions

The Saskatchewan Crop Insurance Corporation (SCIC) agrees to provide an additional 0.04 per cent of straight time payroll to the surplus account of the Enhanced Dental Plan under the following provisions:

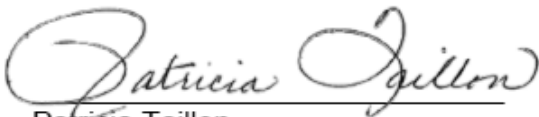
1. SCIC will submit 0.51% to Public Employees Dental Plan on a regular basis and remit 0.08% to a corporate-held surplus account to pay for shortages that may occur.
2. The Employer will not be held liable for any costs over and above those referenced in Article 11.3 of the Collective Bargaining Agreement and this letter of understanding should the enhancements exceed the amounts referenced.
3. The surplus account balances will be provided to the Union upon request.

Duration and Renewal

This agreement will remain in effect until the end of the Collective Agreement, September 30th, 2025 at which time either party may provide 30 days written notice to re-negotiate. Upon receipt of such notice, the parties agree to negotiate for up to 60 days after the expiration of the 30 day notice period. If no agreement is reached after the expiration of the 60 days, the ruling collective agreement shall apply. These timelines may be adjusted by mutual agreement. Both parties may agree to arbitration to resolve their concerns, the decision of the Arbitrator will be binding on the parties.

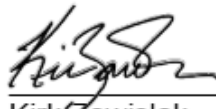
Signed this 13 day of September 2024.

On behalf of:
the Saskatchewan Government &
General Employees' Union



Patricia Taillon
Chair, SGEU Bargaining Committee

On behalf of:
the Saskatchewan Crop Insurance
Corporation



Kirk Zawislak
Executive Director, Human Resources

Appendix 7

LETTER OF UNDERSTANDING # 2013-2
Between
Saskatchewan Crop Insurance Corporation
And
Saskatchewan Government and General Employees' Union

Re: Union Management Committee

The parties agree to meet as a Committee on two (2) separate dates per calendar year to discuss unresolved Labour Relations issues, the parties may by mutual agreement extend the number of meetings in accordance with the following provisions:

Statement of Intent

1. It is the parties' intent that the Union/Management Committee (UMC) will agree to work together to accomplish objectives in a climate of mutual trust and respect.
2. We will strive for open and honest communication and flexibility to solve problems.
3. UMC representatives will deal with the concerns of Management, Union and employees.

Structure and Meetings

1. The Committee will consist of the respective Bargaining Committee members, half of which are elected or appointed by the Union.
2. Quorum shall be a minimum of two (2) representatives from each side.
3. Issues requiring confidentiality shall be identified in advance and will be discussed as information of Committee members only.
4. The Committee shall have Union and Management co-chairs.
5. Minutes will be taken at each meeting. The Corporation will type and distribute the minutes. The minutes will be approved by the Committee chairs and will respect the confidentiality of individuals.
6. The co-chairs will approve and share the agenda with Committee members prior to the meeting. Should there be an instance where agenda items are limited, the co-chairs will determine whether the meeting will proceed as scheduled.
7. The Employer agrees to pay for the Union members' wage for the purpose of the meeting and any related travel expenses (mileage and applicable meals).

Duration and Renewal

This agreement will remain in effect until the end of the Collective Agreement, September 30th, 2025 at which time either party may provide 30 days written notice to re-negotiate. Upon receipt of such notice, the parties agree to negotiate for up to 60 days after the expiration of the 30 day notice period. If no agreement is reached after the expiration of the 60 days, the ruling collective agreement shall apply.

These timelines may be adjusted by mutual agreement. Both parties may agree to arbitration to resolve their concerns, the decision of the Arbitrator will be binding on the parties.

Signed this 13 day of September 2024.

On behalf of:
the Saskatchewan Government &
General Employees' Union

On behalf of:
the Saskatchewan Crop Insurance
Corporation

ORIGINAL SIGNED BY: _____
Patricia Taillon
Chair, SGEU Bargaining Committee

ORIGINAL SIGNED BY: _____
Kirk Zawislak
Executive Director, Human Resources

Appendix 8

**LETTER OF UNDERSTANDING # 2013-3
Between
Saskatchewan Crop Insurance Corporation
And
Saskatchewan Government and General Employees' Union**

Re: Joint Maintenance and Appeals Committee

The Maintenance and Appeals Committee shall uphold the integrity of the classification plan by examining the rationale of the Corporation and Union's recommendations to ensure they are consistent with the factors and comparative descriptors, that full and adequate information was provided, and that all information provided was fully considered.

The classification plan clearly identifies the structure of the committee as well as the appeal hearing process.

The Corporation agrees to pay the salary of all union members of the Maintenance and appeals committee.

Duration and Renewal

This agreement will remain in effect until the end of the Collective Agreement, September 30th, 2025 at which time either party may provide 30 days written notice to re-negotiate. Upon receipt of such notice, the parties agree to negotiate for up to 60 days after the expiration of the 30 day notice period. If no agreement is reached after the expiration of the 60 days, the ruling of the collective agreement shall apply. These timelines may be adjusted by mutual agreement. Both parties may agree to arbitration to resolve their concerns, the decision of the Arbitrator will be binding on the parties.

Signed this 13 day of September 2024.

On behalf of:
the Saskatchewan Government &
General Employees' Union

On behalf of:
the Saskatchewan Crop Insurance
Corporation

ORIGINAL SIGNED BY:
Patricia Taillon
Chair, SGEU Bargaining Committee

ORIGINAL SIGNED BY:
Kirk Zawislak
Executive Director, Human Resources

Appendix 9

LETTER OF UNDERSTANDING #2016 – 1
Between
Saskatchewan Crop Insurance Corporation
And
Saskatchewan Government and General Employees' Union

Re: PPT Adjuster and Temp CSR Positions

The parties agree to allow employees who currently hold a Permanent Part-Time (PPT) Adjuster position make application for a temporary Customer Service Representative (CSR) vacancy under the following provisions:

1. The employee will be provided with the applicable rate of pay for the work performed under each classification as per article 13 of the Collective Bargaining Agreement – Equal Pay for Equal Work.
2. Upon accepting a temporary CSR position, the hours worked in the Customer Service Representative classification will count toward the guaranteed hours of the PPT Adjuster position.
3. The union and the employee agree to waive the conditions under article 4.8.1, which stipulate that, *“This level requires availability, a requirement to travel and performance of complex assignments. Permanent full-time Adjusters shall be considered first for work, followed by permanent part-time Adjusters during the period of their guarantee”*. The parties agree that there may be circumstances where a less senior Adjuster is provided with adjusting work and the aforementioned employee is performing work in the temporary CSR classification at a lesser rate of pay. No grievance shall result.
4. Upon completion of the term of their guarantee, the employee will be compensated at the PPT Adjuster wage rate for any hours owed.
5. The assignment of any temporary CSR work will be offered first to those solely classified as a temporary CSR.

These provisions also apply when an employee who is a temporary CSR applies into a PPT position, only the scenarios in items 2 and 3 will be reversed.

Duration and Renewal

This agreement will remain in effect until the end of the Collective Agreement, September 30th, 2025 at which time either party may provide 30 days written notice to re-negotiate. Upon receipt of such notice, the parties agree to negotiate for up to 60 days after the expiration of the 30 day notice period. If no agreement is reached after the expiration of the 60 days, the ruling collective agreement shall apply. These timelines may be adjusted by mutual agreement. Both parties may agree to arbitration to resolve their concerns, the decision of the Arbitrator will be binding on the parties.

Signed this 13 day of September 2024.

On behalf of:
the Saskatchewan Government &
General Employees' Union

_ORIGINAL SIGNED BY: _____
Patricia Taillon
Chair, SGEU Bargaining Committee

On behalf of:
the Saskatchewan Crop Insurance
Corporation

_ORIGINAL SIGNED BY: _____
Kirk Zawislak
Executive Director, Human Resources

**Appendix 10
Hourly Rates of Pay**

3% effective October 1, 2022

Hourly Rates - October 01, 2022							
Level	Train Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	18.47	19.25	20.05	20.88	21.75	22.67	23.60
2	19.69	20.51	21.36	22.23	23.17	24.13	25.13
3	20.93	21.81	22.73	23.68	24.66	25.69	26.76
4	22.39	23.33	24.32	25.31	26.38	27.48	28.62
5	24.24	25.23	26.29	27.38	28.52	29.70	30.95
6	26.64	27.76	28.92	30.12	31.37	32.69	34.03
7	29.57	30.81	32.08	33.41	34.82	36.27	37.77
8	32.83	34.19	35.63	37.11	38.65	40.26	41.94
9	36.78	38.31	39.90	41.56	43.29	45.10	46.98
10	41.17	42.87	44.67	46.52	48.46	50.47	52.58
11	46.09	48.01	50.03	52.11	54.27	56.54	58.90

TEMPORARY SALARY SUPPLEMENTS*							
Hourly Rates - October 01, 2022							
Level	Train Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	23.73	24.73	25.78	26.83	27.96	29.13	30.34
5	25.69	26.74	27.87	29.02	30.23	31.48	32.81
6	30.37	31.65	32.97	34.34	35.76	37.27	38.79
7	33.41	34.82	36.25	37.75	39.35	40.99	42.68
8	36.77	38.29	39.91	41.56	43.29	45.09	46.97
9	40.46	42.14	43.89	45.72	47.62	49.61	51.68
10	45.29	47.16	49.14	51.17	53.31	55.52	57.84
11	50.70	52.81	55.03	57.32	59.70	62.19	64.79

3% effective October 1, 2023

Hourly Rates - October 01, 2023							
Level	Train Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	19.02	19.83	20.65	21.51	22.40	23.35	24.31
2	20.28	21.13	22.00	22.90	23.87	24.85	25.88
3	21.56	22.46	23.41	24.39	25.40	26.46	27.56
4	23.06	24.03	25.05	26.07	27.17	28.30	29.48
5	24.97	25.99	27.08	28.20	29.38	30.59	31.88
6	27.44	28.59	29.79	31.02	32.31	33.67	35.05
7	30.46	31.73	33.04	34.41	35.86	37.36	38.90
8	33.81	35.22	36.70	38.22	39.81	41.47	43.20
9	37.88	39.46	41.10	42.81	44.59	46.45	48.39
10	42.41	44.16	46.01	47.92	49.91	51.98	54.16
11	47.47	49.45	51.53	53.67	55.90	58.24	60.67

TEMPORARY SALARY SUPPLEMENTS*							
Hourly Rates - October 01, 2023							
Level	Train Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	24.44	25.47	26.55	27.63	28.80	30.00	31.25
5	26.47	27.55	28.70	29.89	31.14	32.43	33.79
6	31.28	32.59	33.96	35.36	36.83	38.38	39.96
7	34.42	35.85	37.34	38.88	40.52	42.22	43.96
8	37.87	39.45	41.10	42.81	44.59	46.45	48.38
9	41.67	43.41	45.21	47.09	49.05	51.10	53.23
10	46.65	48.58	50.61	52.71	54.90	57.18	59.58
11	52.22	54.40	56.68	59.04	61.49	64.06	66.74

2% effective October 1, 2024

Hourly Rates - October 01, 2024							
Level	Train Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	19.40	20.23	21.06	21.94	22.85	23.82	24.80
2	20.69	21.55	22.44	23.36	24.35	25.35	26.40
3	21.99	22.91	23.88	24.88	25.91	26.99	28.11
4	23.52	24.51	25.55	26.59	27.71	28.87	30.07
5	25.47	26.51	27.62	28.76	29.97	31.20	32.52
6	27.99	29.16	30.39	31.64	32.96	34.34	35.75
7	31.07	32.36	33.70	35.10	36.58	38.11	39.68
8	34.49	35.92	37.43	38.98	40.61	42.30	44.06
9	38.64	40.25	41.92	43.67	45.48	47.38	49.36
10	43.26	45.04	46.93	48.88	50.91	53.02	55.24
11	48.42	50.44	52.56	54.74	57.02	59.40	61.88

TEMPORARY SALARY SUPPLEMENTS*							
Hourly Rates - October 01, 2024							
Level	Train Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4	24.93	25.98	27.08	28.19	29.37	30.60	31.87
5	27.00	28.10	29.28	30.49	31.77	33.07	34.47
6	31.91	33.24	34.64	36.07	37.57	39.15	40.76
7	35.11	36.57	38.08	39.66	41.34	43.06	44.84
8	38.63	40.23	41.92	43.66	45.48	47.38	49.35
9	42.50	44.28	46.11	48.04	50.03	52.12	54.30
10	47.59	49.54	51.62	53.77	56.00	58.32	60.76
11	53.26	55.48	57.82	60.21	62.72	65.34	68.07

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and SASKATCHEWAN CROP INSUREANCE CORPORATION hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

Signed this 27 day of August, 2024.

Signed on behalf of:
Saskatchewan Government and
General Employees' Union
Local 2151

Signed on behalf of:
Saskatchewan Crop Insurance
Corporation

ORIGINAL SIGNED BY:

Patricia Taillon
Chair, SGEU Bargaining Committee

ORIGINAL SIGNED BY:

Kirk Zawislak
Executive Director, Human Resources

ORIGINAL SIGNED BY:

Glen Rowden
Bargaining Committee

ORIGINAL SIGNED BY:

Kendra Stav
A/Manager, Employee and Labour Relations

ORIGINAL SIGNED BY:

Michele Kozak
Bargaining Committee

ORIGINAL SIGNED BY:

Waren Ames
Executive Director, Agristability

ORIGINAL SIGNED BY:

Chyanne Ogle
Bargaining Committee

ORIGINAL SIGNED BY:

Trishia Winslow
Manager, Verification

ORIGINAL SIGNED BY:

Raul Ortega
Labour Relations Officer SGEU

ORIGINAL SIGNED BY:

Dale Knouse
Manager, Strategic Operations and Process
Improvement

ORIGINAL SIGNED BY:

Vicky Armstrong
Customer Service Office Manager



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