

SOURCE	Co		
EFF.	95	01	01
TERM.	97	09	30
No. OF EMPLOYEES	600		
NOMERE D'EMPLOYÉS	A H		

ARTICLES OF A
COLLECTIVE BARGAINING

O.K. TO UPDATE AS AGT
PER B. ALDRIDGE.

ay

AGREEMENT

between

THE SASKATCHEWAN **CROP** INSURANCE CORPORATION

and

THE SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION

January 1, 1995 to September 30, 1997

(33 Month Agreement)

04595(04)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1.	INTERPRETATION AND SCOPE!	2
2.	UNION RECOGNITION.....	3
3.	EQUAL PAY FOR EQUAL WORK.....	4
4.	MAINTENANCE OF MEMBERSHIP.....	4
5.	CHECKOFF	4
6.	PAY PLAN.....	5
6.3	In-Hiring at Minimum Rates in the Scales.....	5
6.4	No Payment Prior to Allocation.....	6
6.5	Payment Periods.....	6
6.6	Annual Increments.....	6
6.7	Changes in Pay Range.....	8
6.8	Promotion.....	8
6.9	Demotion (Voluntary and Involuntary).....	9
6.10	Re-Employment After Layoff.....	9
6.11	Temporary Assignment of Higher Position Duties.....	10
6.11.1	Definition.....	10
6.11.2	Administration.....	10
6.11.3	Temporary Performance of Higher Duties - TPD.....	10
6.11.5	Temporary Reclassification.....	11
6.12	Overtime.....	12
6.12.5	Time In Lieu of Overtime.....	13
7.	HOURS OF WORK.....	12
7.3	Flexible Start and Stop Times.....	14
7.4	Senior Fieldpersons, Sales Representatives and Auditors	14
7.4.3	Time In Lieu of Overtime.....	14
7.5	Grain Graders.....	15
7.6	Special Shifts.....	15
8.	SENIORITY.....	16
9.	NOTICE OF VACANCY OR NEW POSITION.....	17
9.1.3	Cocops and Summer Students.....	18
9.3	Selection Process.....	18
9.3.5	Union Observers.....	19
9.4	Excluded Positions.....	19
9.5	PROBATION.....	20
9.5.1	Permanent Positions.....	20
9.6	PROBATION on Promotion.....	20
9.9	PROBATION on Demotion.....	21
9.10	Temporary Positions. (probation).....	21
10.	ALLOWANCES.....	21
10.2	Relocation on Promotion, Transfer or Demotion.....	21
10.3	Professional Fees.....	21

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
11.	CLASSIFICATION APPEAL.....	22
11.1	Office Copy.....	22
12.	ORGANIZATIONAL OR OCCUPATIONAL RESTRUCTURING.....	23
13.	RECLASSIFICATION.....	23
14.	JOB ABOLITION, TEMPORARY LAYOFF AND RECALL.....	24
14.3	Permanent/Probationary Employees - Job Abolition.....	24
14.3.3	Employee Qualifications for Bumping.....	24
14.3.4	Appeal Process.....	24
14.3.5	Notice to Exercise Bumping Rights.....	24
14.3.6	Bumping Time Frame.....	24
14.3.7	Acceptance of a Position.....	24
14.3.8	Bumping Order.....	24
14.3.11	Rights of Employees Who Are Bumped.....	24
14.3.12	Position Abolishment During Probationary Period Other Than Initial Probation Period.....	27
14.3.13	Employees on Initial Probation Who Have Acquired Seniority.....	27
14.4	Re-employment List.....	28
14.4.4	Restrictions on Re-employment Rights.....	28
14.4.5	Removal of Names From List.....	29
14.6	Technological Change.....	29
14.7	Severance Pay.....	30
15.	APPOINTMENTS, DISCIPLINE AND DISMISSAL.....	30
15.1	Appointments.....	30
15.1.2	Access to Personnel File.....	30
15.2	Discipline.....	31
15.3	Dismissal Only for Cause.....	31
16.	NOTICE OF RESIGNATION, DISMISSAL OR DEMOTION.....	31
16.2	Resignation of Permanent Employees.....	31
16.3	Resignation of Initial Probationary or Temporary Employees.....	32
16.4	Demotion.....	32
17.	ANNUAL VACATION LEAVE.....	32
17.2	Pay in Lieu.....	33
17.14	Transfer of Service Time.....	34
17.15	Vacation, Payment: for Temporary, Casual Employees and Fieldpersons.....	34
18.	LEAVE FOR ILLNESS OR OTHER PRESSING NECESSITY.....	35
18.2	Drawing on Future Sick Leave Benefits.....	35
18.3	Reimbursement of Overdrawn Sick Leave Benefits.....	36
18.12	Exceeding the Allowance.....	37

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
18.13	Transfer of Unused Sick Leave Credits	37
18.14	Jury Duty or Witness	37
19.	LEAVE OF ABSENCE	37
19.1	Long Term Disability	37
19.2	Definite Leave of Absence	38
19.3	Maternity Leave	38
19.4	Paternity Leave	38
19.5	Adoption Leave	39
19.7	Reinstatement from Definite, Maternity, Paternity and Adoption Leave	39
19.9	Indefinite Leave of Absence	40
19.9.1	Granted for Valid Reasons	40
19.9.2	Annual Extensions of Indefinite Leave	40
19.9.3	Name Placed on Re-employment List on Completion of Indefinite Leave	40
19.10	Conditions of Leave	40
19.12	Union Business	40
20.	DESIGNATED HOLIDAYS	42
20.4	Statutory Holiday Pay	43
21.	WORKERS' COMPENSATION AND REHABILITATION	43
21.5	Employee Status and Benefits	43
22.	INTERPRETATION OF AGREEMENT	44
22.1	Negotiation	44
22.2	Arbitration	44
23.	GRIEVANCE PROCEDURE	45
23.1	Grievance to be Considered	45
23.2	Pay boss of Grievance Committee and Grievor	45
23.3	Procedure for Employee Aggrieved	45
23.6	Disclosure of Information	46
24.	BOARD OF ARBITRATION	46
25.	COMPLEMENT OF BOARD OF ARBITRATION	46
26.	PROCEEDINGS OF THE BOARD OF ARBITRATION	46
26.1	Time and Place of Meeting	46
26.2	Inquiry by Board of Arbitration	47
26.3	Mediation by Board of Arbitration	47
26.4	Full. and Fair Hearings	47
26.5	Evidence	47
26.6	Representation	47
26.7	Proceedings in Absence of Parties	47
27.	AWARD (DECISION OF AN ARBITRATION BOARD)	47

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
28.	UNION AFFAIRS	48
29.	CROP INSURANCE FIELDPERSONS	4 a
29.1	Fieldperson 1, 2, 3, 3A, and Short Term	48
29.2	Seniority	49
29.3	Minimum Hours	49
29.4	Training	49
29.5	Eligibility Lists	49
29.7	Hours of Work	50
29.8	Minimum Hours - Call Out	50
29.9	Allowances	50
29.10	Job Security.....	50
29.11	Availability for Work	51
29.12	Assignment of Work..;	51
29.13	Involuntary Transfer	51
29.14	Notice of Termination and Dismissal.....	51
29.15	Other Articles Applicable to Fieldperson	51
29.16	Classification	52
30.	MEMO OF UNDERSTANDING.....	52
31.	DURATION OF AGREEMENT.....	52
32.	PRINTING OF AGREEMENT	52
33.	HEALTH AND SAFETY.....	52
33.1	Occupational Health and Safety Committees	52
33.2	Right to Refuse	53
33.3	Occupational Health and Safety Training	53
33.4	Video Display Terminals	54
33.5	Corporation-Wide Committee	54
33.6	Provision of Information.....	54
33.7	Use of Ladders	55
34.	RACIAL, ETHNIC, GENDER AND PERSONAL HARASSMENT	55
35.	GROUP LIFE INSURANCE PLAN	55
36.	DENTAL PLAN	55
SCHEDULE	- PAY AND BENEFITS PACKAGE	58
SCHEDULE A		
	MONTHLY WAGE STRUCTURE - JANUARY 1, 1994.....	59
	MONTHLY WAGE STRUCTURE - DATES TO BE DETERMINED	62
SCHEDULE B		
	FIELDPERSON WAGE STRUCTURE - JANUARY 1, 1994.....	61

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
LETTERS OF UNDERSTANDING	
APPENDIX N	RE: CLASSIFICATION APPEAL BOARD..... 65
APPENDIX B	RE: CONTRACTING OUT..... 66
APPENDIX C	RE: JOB SHARING.... 67
APPENDIX D	RE: COMPLAINT MECHANISM - RACIAL, ETHNIC, PERSONAL AND GENDER HARASSMENT..... 70
APPENDIX 1	CONVERSION OF TEMPORARY POSITIONS TO PERMANENT RE: ARTICLE 9.1.2 71
APPENDIX M	SUPERSEDING LETTER OF UNDERSTANDING RE: EYEGLOSS REIMBURSEMENT PLAN - V.D.T. USERS..... 72 (May Be Letter of Understanding Re: Union Education Fund)
APPENDIX G	LETTER OF UNDERSTANDING RE: EMPLOYMENT EQUITY..... 73
APPENDIX H	DISPUTE RESOLUTION OPTIONS 76
APPENDIX I	REASSURANCE: CONTINUOUS BAIGLIFING ADDRESSING AND REVISITING ISSUES 81
APPENDIX J	RE: CAREER ASSISTANCE OPTIONS 82
APPENDIX E	CLASSIFICATION PLAN 84
APPENDIX Ii	ALLOWANCES - MEALS, ACCOMMODATION AND MILEAGE..... 85
APPENDIX "Q"	RE: SCHEDULE OF STANDARD CHARGES - INCIDENTAL TRAVEL EXPENSES..... 90
APPENDIX M	Re: Education and Awareness of Sexual Harassment and Racism..... 92
APPENDIX a	Letter of Understanding Re: Monetary Items 93

ARTICLES OF AN AGREEMENT made in duplicate this **11th** day of OCTOBER, **A.D.**,
1996.

BETWEEN

THE SASKATCHEWAN **CROP** INSURANCE CORPORATION, hereinafter referred to as
"The corporation",

OF THE FIRST PART

AND

THE SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION, hereinafter referred to as
"The **union**",

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 cooperation 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 scale of wages, 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:

1. INTERPRETATION AND SCOPE

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

- 1.1 "Union" means the Saskatchewan Government Employees' Union.
- 1.1.1 "Bargaining Committee" means the representatives chosen from corporation employees holding membership under the union, and a union representative designated by the union.
- 1.2 "Employee" means a probationary, permanent, or temporary employee and field employee as defined in Article 1.2.4.
- 1.2.1 "Permanent Employee" means the incumbent of a permanent position who has successfully completed his initial probationary period.
- 1.2.2 "Probationary Employee" means the incumbent of a position on trial and whose appointment is in accordance with the provisions of Article 9.5 of this Agreement.
- 1.2.3 "Temporary Employee" means any non-permanent employee who has once worked forty (40) or more occasions in one calendar year..
- 1.2.4 "Field Employee" means any employee covered by the provisions of Section 29.
- 1.2.5 "Provisional Employee" means an employee who is appointed to a position without holding the minimum qualifications for the position. The provisional employee shall establish his qualifications within one year or revert to his former position.
- 1.2.5.1 "Employment Examination" 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.
- 1.2.6 "Excluded Employee" means any employee who by the nature of her position does not belong to the union. These positions are:
- 1.2.6.1 ~~General Manager~~
~~Assistant General Manager~~
Executive Manager, Finance and Administration
Executive Manager, Field Operations
Executive Manager, Human Resources
Executive Manager, Planning and Development
~~Executive Manager, Systems~~
~~Executive Manager, Corporate Relations~~
~~Manager, Audits~~
Manager, Systems Operation
Manager, Systems Development
Executive Assistants
Manager, Administrative Services
Personnel Officer, Employee Relations
Co-ordinator, Training and Development
Manager, Employee Relations
Manager, Accounting

Manager, Budget
Corporate Accountant
Regional Managers
Data Entry Supervisor
Manager of Compliance
Administrative Officer
Customer Service Office Managers
Secretary to the:

General Manager

Executive Manager, **Field** Operations
Executive Manager, **Finance and Administration**
Executive Manager, Planning and Development
Executive Manager, Human Resources
Manager, Audits

1.2.6.2 ~~All non-permanent (temporary, casual, part persons) employees who have been employed for a period of less than thirty (30) calendar days~~

1.3 "Occasion" means any day or part day ~~from those employees described in Article 1.2.3.~~

1.4 "Corporation" means the Saskatchewan Crop Insurance Corporation.

1.5 "He", "his", "him", "she", "her", or "hers" includes a reference to persons of the opposite gender wherever the facts or context so require.

1.6 "Year" means the fiscal year of the corporation.

1.7 ~~"Crop adjusting" means the completion of work assignments relating to possible crop-loss claims under all-risk crop insurance program. The following activities apply: measuring stored grain; checking permit books; adjusting requests for unseeded acres; spot-loss hail, partial and complete yield-loss, wildlife, waterfowl, forage and reseeding benefit crop-loss claims; and assessing uninsurable causes of loss~~

1.8 ~~"Executive Government" means any department, board or commission covered by the provisions of The Public Service Act~~

2. **UNION RECOGNITION**

The corporation agrees to recognize the Saskatchewan Government 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. The corporation further agrees to pay the salary of the Chairperson of the Bargaining Committee for time spent in negotiations regarding the Collective Bargaining Agreement.

1
632
1

1 1/1
2.1 The corporation agrees that there shall be no discrimination exercised or practised with regard to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, sexual orientation, disability, or by reason of membership or activity in the union.

1 4/1
2.2 All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a Labour dispute.

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.

~~2.3 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.~~

3. EQUAL PAY FOR EQUAL WORK

1 15
2. (1990) 1/1
The corporation agrees to recognize the principle of equal pay for equal work, regardless of the sex of an employee.

4. MAINTENANCE OF MEMBERSHIP

1 1
modified union
During the term of this Agreement, every employee who is now or hereafter becomes a member of the union shall maintain his membership in the union as a condition of his employment and every new employee whose employment commences hereafter shall, within thirty days after the commencement in his employment, apply for and maintain membership in the union and maintain membership in the union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the union shall, as a condition of his employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

5. CHECKOFF

1 2/1
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 19.12.1 shall be deducted prior to any payment being made to the Chief Executive Officer of the union.

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.

5.1 When the Human Resources Division of the corporation conducts orientation meetings for new employees, a representative from the union will be invited to attend and participate in the meetings.

5.2 ~~The corporation will provide educational on the corporation's benefit plans as part of an employee's orientation.~~

5.3 ~~The corporation will notify the Chairperson of the Union Bargaining Committee of all new employees.~~

6. PAY PLAN

6.1 The Pay Plan being Schedule A, of this Agreement, is hereby agreed upon effective January 1, 1994, and other dates as agreed upon.

6.2 Whenever a new class of positions 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.

16/2
If the class of positions is included a mutually acceptable rate of pay shall be bargained for collectively. A dispute shall be resolved pursuant to Articles 24 to 27. Pending the resolution of a dispute the corporation may advertise at a salary range which is the lower of the proposed salary ranges advanced by each party. The rate of pay when finally decided between the parties will be retroactive in respect of any employee hired at a lower rate.

6.3 In-Hiring At Minimum Rates In The Scales

6.3.1 The in-hiring rates of pay shall be at least the minimum expressed in the Pay Plan.

When a temporary employee successfully competes for a permanent position, she shall be appointed at the rate earned. as a temporary when the same class is involved.

6.3.2 The corporation may approve a higher rate where the selected applicant possesses education and/or experience which exceed the minimum requirements for the class. The corporation will publicize the rate at which it has given such approval and an outline of the qualifications of the person appointed. Publicizing will consist of a memo to all employees in the class concerned and the Chairperson of the Bargaining Committee. Any employee who is being paid at a rate lower in the range and who believes that she possesses qualifications equivalent to those of a person appointed above the minimum in accordance with the forgoing may, within thirty (30) days of such publication,

request that the corporation review her qualifications and salary. If, as a result of review a salary adjustment is considered to be warranted, the corporation shall so **authorize**. If, for reasons other than **qualifications** in excess of minimum requirements, the corporation **authorizes** original recruitment at a rate above the minimum of the salary range, it agrees to review the experience of present employees in the class and, where necessary, adjust the salary of those with the same specialty or experience as that recruited.

6.4 No Payment Prior To Allocation

Payment of **salary** or wages shall not be made to any employee of the corporation until such time as the corporation certifies **that** the position to be filled is one previously allocated to an established class or approves a tentative allocation. NO payment of salary shall be made to any employee for that period worked prior to such **certification** or approval.

6.5 Payment Periods

6.5.1 **Salaries** shall be paid in twenty-six (26) equal instalments, The corporation shall continue to supply a statement of earnings to **each employee** for each instalment.

6.5.2 Compensation for overtime or temporary performance of higher duties shall be **paid** in the pay period immediately following that in which it **was** earned.

6.5.3 Casual, temporary and **field** employees shall have their salary payments issued within fourteen (14) days of the corporation cutoff date! following the submission of their time and expense statements. The onus remains on the field **employees** to promptly submit all time and expense statements.

6.5.4 The salary paid for benefits shall be based on a work day 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.

6.6 Annual Increments

6.6.1 Subject to 6.6.3 of this subsection, employees in the permanent service of the corporation **shall** receive annual **within-grade-step** increases as per their already established increment date. In case of **subsequent** promotion, the **annual** within-grade-step increase shall be received on the anniversary date of such promotion, subject to clause 6.8 of this article.

The provision for accelerated movement in the increment steps shall apply to probationary or permanent employees in the position classifications as listed in Schedule A, with the exception of the following position classifications:

Administrative Officer 1, Accountant I, 2, 3; Research Officer 1, 2, 3; Agricultural **Specialist** I, 2, 3, 4;

Communications & Information Specialist; Field Services Training Specialist; Auditor; ~~Systems Technician; Actuary; Systems Analyst 1,2; Technical and Network Analyst;~~ Computer Operator and Senior Fieldperson

and the approved positions shall be entitled to increments within their pay range on a six (6) month basis between steps one (1) and two (2) and between steps two (2) and three (3), annually thereafter with all such increments subject to 6.6.3 Of this subsection.

- 6.6.2 Subject to 6.6.3 of this subsection, employees entering the permanent service of the corporation shall receive! annual within-grade-step increases as follows:
- 6.6.2.1 If the employee commences permanent service with' the corporation between the first (1st) and **fourteenth (14th)** of a month, inclusive, his anniversary shall date from the first (1st) of that month.
- 6.6.2.2 If the employee commences permanent service with the corporation on or after the **fifteenth (15th)** of a month, his anniversary shall date from the first (1st) of the following month. In the case of subsequent promotion, the annual within-grade-step increase shall **be** received on the anniversary date of such promotion, subject to clause 6.8 of this article.
- 6.6.3 **An** increment may be withheld by the corporation on a recommendation of a Division Mead supported by an unsatisfactory report. 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.

In the event the employee is not served with such notice at **least** one (1) week prior to the increment date, she will be deemed to have earned the increment. An employee may grieve against the withholding of her **increment**, and onus of **proving that** the increment should be withheld shall rest on the corporation.

- 6.6.4 when an employee returns to work after more than three (3) consecutive months leave of absence without pay or layoff he will be eligible to receive, subject to 6.6.1 and 6.6.2 of this subsection, an increment after twelve (12) months of actual service less both the credits accumulated toward an increment, as earned before the leave of absence ~~on~~ layoff was taken and the credits provided during the leave! of absence ~~or~~ layoff as contained in Article 19.10.

The date upon which the employee becomes entitled to the increment will be his 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.

6.6.5 In the case of temporary employees, annual within-grade-steps shall be earned, subject to 6.6.3 of this subsection, in the following manner for all position classifications listed in Schedule A, with the exception of the following positions:

Administrative Officer 1; Accountant 1, 2, 3; Research Officer 1, 2, 3; Agriculture Specialist 1, 2, 3, 4; Communications & Information Specialist; Field Services Training Specialist; ~~Auditor; Systems Technician; Actuary; Systems Analyst 1,2; Technical and Network Analyst; Computer Operator and Senior Fieldperson~~

and the approved positions shall be entitled to increments within their pay range between steps one (1) and two (2) for each nine hundred thirty-six (936) hours (accumulative) and between steps two (2) and three (3) for each nine hundred thirty six (936) hours (accumulative) and for the remaining steps in the salary range a total of one thousand eight hundred seventy-two (1,872) hours must be accumulated for each of the remaining steps.

In this calculation, time worked as a casual will be counted along with the equivalent time as represented by the salary payments issued for Vacation Leave (Article 17), Sick Leave (Article 18) and Designated Holidays (Article 20) as earned during the various work terms.

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

The first of the month closest to one thousand eight hundred seventy-two (1,872) hours minus the number of hours paid since the last within-grade-step as a temporary.

6.7 Changes In Pay Range

6.7.1 If a new and higher pay range is assigned to a class of positions, the employee shall move to that step in the pay range for the new class corresponding to the step in the previous pay range at which the employee was being paid.

6.7.2 If a new and lower pay range is assigned to a class of positions, the employee shall remain at her present salary until her increment date, at which time her salary shall be adjusted to the next higher rate in the new range, unless her present salary is above the maximum of the new range, in which case, her salary shall remain unchanged.

6.8 Promotion

6.8.1 On the promotion of a permanent employee, a salary increase of eight (8%) percent applied to the monthly rate shall be granted. If the addition of eight (8%) percent produces a rate below the minimum of the range for the higher paid position the salary shall be adjusted to the minimum of the range. If the addition

of eight (8%) percent produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates. In no case shall the rate following promotion be more than the maximum of the range for the higher class. If the increase amounts to ten (10%) percent or less, the increment date shall not be changed. If the increase amounts to more than ten (10%) percent, or when an employee promotes from the maximum step of his range, a new increment date shall be established in accordance with the provisions of Article 6.6.2.

6.8.2 when a permanent employee is promoted provisionally or temporarily, her increment date shall not be changed. If she does not obtain an increase of at least eight (8) percent (%) in the new pay range, she shall be adjusted to the next higher step on her increment date. If she received more than ten (10) percent (%), she shall not be entitled to an increment on her increment date.

6.8.3 On appointment to a permanent position, a temporary employee's rate of pay shall be adjusted to the minimum of the new range, or to a rate in the new range which corresponds with the previous salary step whichever is greater.

6.9 Demotion (Voluntary and Involuntary)

When a permanent employee is demoted her anniversary date shall not be changed and her rate of pay for the new position shall be as follows:

6.9.1 If her rate of pay in her previous position was more than the maximum rate established for the class of the new position, her pay shall be reduced to the maximum rate of the new position.

6.9.2 If her rate of pay in her previous position falls within the range of pay established for the class of the new position, she shall be placed at her former rate of pay. ~~If her former rate falls between two steps of the lower range, she shall move to the next higher step of the lower range on her increment date.~~

6.10 Re-Employment After Layoff

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

In the case of any employee being re-employed after resignation clause 6.3.2 shall not apply. This clause will not apply to employees who are re-employed after two (2) years from resignation.

6.10.2 Where, after layoff, an employee is employed in a position lower in grade than that which he held prior to layoff, he shall be paid as follows:

- 6.10.2.1 Where, within the scales of the lower position, there is a rate equivalent to the rate at which he was formerly paid, he shall be paid at such rate.
- 6.10.2.2 Where, within the scale of the lower position there is no rate equivalent to the rate at which she was formerly paid, but her former rate falls within the minimum and the maximum rates of pay for the lower position, she shall be paid at the next higher rate in the scale of the lower position.
- 6.10.2.3 Where, the rate of pay in her former position exceeds the maximum rate of pay for the lower position, she shall be paid the maximum rate of pay in the scale of the said lower position.
- 6.10.3 When, as a result of a competition, an employee after layoff is employed in a class of positions having a higher salary range than the position which he held prior to layoff, he shall have his salary adjusted as on promotion.

6.11 **Temporary Assignment of Higher Position Duties**

6.11.1 **Definition**

A temporary assignment of higher duties shall be defined as the assignment of an employee to perform the duties of a position within a class having a higher maximum hourly rate of pay.

6.11.2 **Administration**

If the assignment is for ninety (90) continuous days or less, the employee shall receive payment in accordance with Article 6.11.3 (Temporary Performance of Higher Position Duties - TPED). If the assignment continues for more than ninety (90) days, the TPED assignment may be extended for not more than thirty (30) days or, an employee's position may be temporarily reclassified in accordance with Article 6.11.5 (Temporary Reclassification). If management is aware at the beginning of the assignment that it will continue for a period of more than ninety (90) continuous days, the provisions of Article 6.11.5 shall apply.

6.11.3 **Temporary Performance of Higher Duties - TPED**

When practical, preference will be given to the most senior **qualified** permanent employee within the **division and own** locale in the filling of these positions. 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:

- 6.11.3.1 Payment will be made for all complete days during the period of performance, to be paid according to Article 6.5.2.
- 6.11.3.2 compensation for temporary performance of higher position duties will not be made solely because of a bank day.
- 6.11.3.3 All temporary performance of higher position duties is subject to approval by Management.

- 6.11.3.4 When the employee's current rate is below the minimum of the higher class, payment will be made at the minimum of the higher class. Where this does not provide an increase of five (5) percent (%) of an employee's current rate, payment will be made at the next higher step in the range.
- 6.11.3.5 When the employee's current rate is within the range of the higher class, the next higher step in the range shall be paid. Where this does not provide an increase of five (5) percent (%) of the employee's current rate, the next higher step in the range shall be paid. In no case shall the rate paid exceed the maximum of the higher class.
- 6.11.4 When an employee is engaged in such temporary performance of higher position duties for more than ninety (90) calendar days and in the judgement of the corporation has fully assumed the duties of the higher level position, payment may be made at a step in the higher salary range which would provide an increase of eight (8) percent (%) over the employee's current rate, retroactive to the first day of temporary substitution, provided that he shall not be paid less than the minimum nor more than the maximum for the classification of the position in which he is substituting.

6.11.1 Temporary Reclassification

Any temporary assignment of higher duties over ninety (90) continuous days shall be on the basis of temporary reclassification. A temporary reclassification, once approved, will be effective the first day of the month following receipt of the request. The original term of the temporary reclassification shall not exceed one year. The corporation may renew or extend a temporary reclassification if the original assignment is still temporary in nature.

Whenever the corporation renews or extends a temporary reclassification beyond one year, the corporation shall inform the union and supply the reasons for the extension or renewal.

- 6.11.5.1 The employee's salary on temporary reclassification shall be adjusted in accordance with Article 6.8 (Promotion).
- 6.11.5.2 While on temporary reclassification, an employee shall retain her entitlement to an annual increment in the range of her home class.
- 6.11.5.3 While on temporary reclassification, an employee shall be eligible on a pay adjustment date to the equivalent step in the range for her home class.
- 6.11.5.4 In both Articles 6.11.5.2 and 6.11.5.3 the promotion formula shall be re-applied to the adjusted rate to determine her salary in the higher range.
- 6.11.5.5 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.

6.12 Overtime

Employees shall not work overtime unless authorized to do so. 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:

6.12.1 Payment for hours of work performed by an employee in excess of his normal working hours per day shall be made at a rate of time and one half for the first four (4) hours and double time for work in excess of four (4) hours on a regular work day.

6.12.2 Overtime to be performed on Saturdays and Sundays shall be paid at the rate of double time with a minimum of two (2) hours pay at overtime rates .

6.12.3 If an employee is required by the corporation to report back to work after leaving the premises, he shall be paid a minimum of two (2) hours at the appropriate overtime rate.

6.12.4 Employees will be paid the meal rate as provided under Article 10.1 when the workload necessitates overtime to be performed through the normal meal hours.

6.12.5 Time in Lieu of Overtime

Notwithstanding Articles 6.12.1, 6.12.2, 6.12.3 and 6.12.4, 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 6.12.1, 6.12.2, 6.12.3 and 6.12.4. Payment will be the employee's rate of pay in effect at the time of pay out.

7. HOURS OF WORK

All wages and benefits are calculated on the basis of one thousand eight hundred seventy-two (1,872) hours per year and eight (8) hours per day subject to the provisions of Article 6.5.4.

The work week shall be from Monday to Friday inclusive, except when "designated holidays" occur per Article 20 or when a scheduled day off is provided by subsection 7.1 of this Article.

The maximum hours of work for all employees will be seventy-two (72) hours in a two (2) week period (one thousand eight hundred seventy-two (1,872) hours per year).

The hours of work each day under the 5/4 work arrangement are as

37B / 4

37C - D / 0

48D / 1

39A / no dishes

41 / 1

34 / 36 hrs

listed below:

8:00 a.m. to 12:00 Noon
1:00 p.m. to 5:00 p.m.

7.1 All probationary/permanent staff and full-time casual/temporary staff will be eligible to participate under the 5/4 work arrangement and they shall receive a three (3) day weekend every second week. ~~Any other alterations must be mutually agreed to by management and the employee.~~

Full-time casual/temporary employees shall be such staff who are required to work seventy-two (72) hours in a two (2) week period (eight (8) hours per day) on a regular basis.

~~In special circumstances, an employee may request and management may approve the taking of an earned day off on a day other than next to a weekend at straight time.~~

7.1.1 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 three (3) scheduled 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.~~

7.1.1.1 ~~In exceptional circumstances, where mutually agreed to by management and the employee, the employee may reschedule or take an advance on her earned days off in excess of the three (3) day maximum as per Article 7.1.1. If the employee is prescheduling her earned days off, she must indicate the specific dates on which they will be taken within the fiscal year (March 31).~~

7.1.2 When any employee is requested by management to work on his/her scheduled day off, the scheduled day off shall be paid at the overtime rate of time and one-half. ~~Alternatively, time off in lieu at the rate of time and one-half may be taken, on a date(s) designated by the employee at the time of the request.~~

7.1.3 There will be no temporary performance of higher position duties resulting from the 5/4 work arrangement, in accordance with Article 6.11.3.2.

7.1.4 If an employee is ill on the scheduled day off, there will be no other day specified in lieu and no charge shall be made against his/her sick leave credits.

7.1.5 When a scheduled day off falls on a designated holiday as per Article 20, it shall be rescheduled to the preceding or next following working day by mutual agreement.

7.1.6 Overtime will be considered only for more than eight (8) hours of work in a regular day of work.

7.1.7 Any approved leave with pay and any approved leave without pay according to Article 19.10 Will not interrupt the 5/4 work arrangement.

7.2 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 Clause 7, but ~~excluding Articles 7.4 and 7.5.~~ 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 Articles 6.12.1 and 6.12.2.

7.3 Flexible Start and Stop Times

35 RD
1
7.3.1 To provide service to the clientele of the corporation, the parties agree that, at the local level, all employees may request and management may approve flexible start and stop times in accordance with the following provisions:

- (a) Employee(s) shall work core hours which are:
Monday through Friday - 8:30 A.M. to 4:30 P.M.
- (b) Employee(s) shall not start earlier than 8:00 A.M. and finish work no later than 5:00 P.M., unless authorized by management.
- (c) Employee(s) shall take a minimum 1/2 hour lunch break.

7.4 ~~Senior Fieldpersons, Sales Representatives and Auditors~~

7.4.1 Notwithstanding the provisions of Articles 7, 7.1, 7.2, 7.3 and 7.5, senior fieldpersons, ~~sales representatives and auditors~~ shall be unregulated within any working day or series of working days.

7.4.2 The hours of work for senior fieldpersons, ~~sales representatives and auditors~~ shall be averaged on the basis of seven point two (7.2) hours times the number of normal working days in each month. The number of hours to be worked in each month shall be reduced by eight (8) times the number of designated holidays that fall in each month. Any hours worked in excess of the monthly average in a month shall, notwithstanding the provisions of Articles 6.12.1, 6.12.2, 6.12.3 and 6.12.4, be paid at the rate of time and one-half.

7.4.3 ~~Time in Lieu of Overtime (Senior Fieldpersons, Sales Representatives and Auditors)~~

Notwithstanding Article 7.4.2, 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 overtime was earned, the employee shall be paid in accordance with Article 7.4.2. Payment will be the employee's rate of pay in effect at the time of pay out.

7.5 Grain Graders

7.5.1 Notwithstanding the provisions of Articles 7, 7.1, 7.2, 7.3 and 7.4, all wages and benefits for Grain Graders shall be calculated on the basis of two thousand eighty hours per year (2,080) and 8 hours per day. Hours of work shall normally be 8:00 a.m. to 5:00 p.m. with one hour for lunch unless shifts need to be implemented. These times may be modified by mutual agreement at the local level.

The work week will be from Monday to Friday, inclusive except when "designated holidays" occur per Article 20.

The maximum hours of work for Grain Graders will be forty (40) hours per week. Any hours worked in excess of forty (40) hours per week will be paid in accordance with Article 6.12.

7.5.2 Shifts for Grain Graders

When operational requirements necessitate implementation of a shift arrangement the following provisions will apply:

7.5.2.1 Two or three shifts may be implemented depending on work load. If two shifts are required, hours of work for the first shift will be 7:00 a.m. to 4:00 p.m. with one hour for a meal break and the hours of work for the second shift will be 4:00 p.m. to 1:00 a.m. with one hour for a meal break. If three shifts are required, hours of work for the first shift will be 8:00 a.m. to 4:30 p.m.; the second shift will be 4:00 p.m. to 12:30 a.m. and 12:00 midnight to 8:30 a.m. with one half hour for a meal break. These times may be modified by mutual agreement at the local level.

7.5.2.2 There will be no split shifts.

7.5.2.3 A shift differential of \$0.70 per hour will be paid for all hours worked between 5:00 p.m. and 5:00 a.m. The shift differential will not be paid for any hours paid at overtime rates.

Effective January 1, 1997, a special shift differential of \$0.80 per hour will be paid for all hours worked between 5:00 P.M. and 5:00 A.M. The special shift differential shall not be paid for any hours paid at overtime rates.

7.5.2.4 Except in an emergency, seven (7) calendar days notice will be given prior to a change in shifts.

7.6 Special Shifts

7.6.1 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:

7.6.2 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 days notice of their intent to implement a special shift.

- 7.6.3 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.
- 7.6.4 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.
- 7.6.5 The hours of work will not start earlier than 7:00 A.M. nor extend later than 11:00 P.M., Monday to Friday.
- 7.6.6 There will be no split shifts.
- 7.6.7 Overtime provisions in Article 6.12 will apply.
- 7.6.8 A special shift differential of \$0.70 per hour will be paid for all hours worked between 5:00 P.M. and 8:00 A.M. The special shift differential shall not be paid for any hours paid at overtime rates.

~~Effective January 1, 1997, a special shift differential of \$0.80 per hour will be paid for all hours worked between 5:00 P.M. and 8:00 A.M. The special shift differential shall not be paid for any hours paid at overtime rates.~~

- 7.6.9 The corporation will provide the expected duration of the special shift in writing to the employee(s) and the union.

8. SENIORITY

- 8.1 Permanent employees' seniority shall be based on employment with the corporation, subject to the following considerations:
 - 8.1.1 Service with the Government of Saskatchewan which was continuous with the transfer from the Public Service Commission to the corporation. (April 1, 1974).
 - 8.1.2 A probationary employee shall not acquire seniority until he has been appointed to the permanent staff, at which time his seniority will be retroactive to the commencement of his initial probationary period.
 - 8.1.3 Temporary employees shall only acquire seniority after accumulating a total of nine hundred thirty-six (936) hours of service with the corporation during their various terms of employment, and the hours worked as a 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,
 - 8.1.4 Payment of salary for the earned credits provided under Vacation Leave (Article 17), Sick Leave (Article 18) and Designated

Holidays (Article 20) shall constitute service time for the purposes of calculating seniority.

8.2 Seniority with respect to past employment with the Saskatchewan Crop Insurance Corporation, or in respect of future service with the Saskatchewan Crop Insurance Corporation, shall be considered as broken by reason of any one of the following:

27E ✓
59
24

1. Dismissal
2. Voluntary resignation
3. Continuous lay-off due to lack of work for a period in excess of 24 consecutive months
4. 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, after being notified following lay-off or after the termination of an approved leave of absence, unless such failure is the result of illness or other reasons satisfactory to the Saskatchewan Crop Insurance Corporation

8.3 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.

8.4 A seniority list of all employees shall be supplied to the Bargaining Committee by March 1st of each year.

8.5 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 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.

8.5.1 For in-scope employees who were appointed out-of-scope prior to December 31, 1995, their two (2) year period will commence effective January 1, 1996. In-scope employees appointed out-of-scope after December 31, 1995 will have their two (2) year period commence the date of their appointment.

9. NOTICE OF VACANCY OR NEW POSITION

9.1 When the corporation receives notice of a permanent position being vacated, a notice either advertising or abolishing the position will, as soon as possible, be posted in the general offices of the corporation.

27E ✓
1

9.1.1. When the corporation requires employees to fill temporary positions that are anticipated to be of more than forty (40) days duration, a notice advertising the temporary employment will be posted on the bulletin boards in accordance with the provisions under Article 9.2. If a temporary appointment extends past forty (40) days, the position will be posted.

9.1.2 If a temporary position at Head office extends past twenty-seven (27) months and the incumbent has worked a total of 468 or more days within that period, the position will be deemed necessary and the position will be posted as a permanent position.

Effective April 1, 1996, if a temporary position extends past twenty-seven (27) months and the incumbent has worked a total of 468 or more days within that period, the union appointed representative and the Executive Manager of Human Resources, or her 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 Appendix E. Time spent on maternity, paternity 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.

9.1.3 Co-op and Summer Students

To facilitate hiring of co-op and summer students, the provisions of 9.1.1 will be waived and the corporation may fill the position(s) without competition. The temporary appointment will not exceed four months unless mutually agreed to by the union and the corporation.

9.1.3.1 Article 9.1.3 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.

9.2 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 therefore shall be conspicuously posted in the general offices of the corporation 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 Class Title;
- (b) Pay Range;
- (c) Department and Locality;
- (d) An outline of the primary duties and responsibilities;
- (e) The qualification requirements; and
- (f) Probation period.

It is understood between the parties that the corporation may advertise outside simultaneously with in-service posting. Any application received from outside will not be considered until after it is determined that there are no qualified in-service applicants. When an appointment has been made, the corporation will post the name of the successful applicant, her class, location and date of appointment.

9.3 Selection Process

9.3.1 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, prior to posting. The senior applicant, determined to be qualified,

07/18
/

shall be appointed to the new or vacant position.

- 9.3.1.1 The employer may require a written examination to determine qualifications and eligibility in certain classes of positions where experience and training are deemed sufficient in lieu of professional training.

All employees shall be eligible to take any examinations that are open to the public and for which they possess minimum qualifications.

An employee who has taken an examination shall have the right of counselling by a Human Resources representative with regard to her strengths and weaknesses as revealed by the results.

- 9.3.2 The corporation will advise the union of their selection not later than ~~thirty (30) 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 23 and 9.3.3 next following, and the corporation will, on request, provide a written statement setting out the reasons for not promoting the senior applicant.

- 9.3.3 If the senior applicant is not selected, he shall have the right to appeal against the corporation's decision through the grievance procedure. However, an applicant who has not completed his probationary period in his present position shall not have the right of grievance appeal regardless of his seniority. All grievance appeals to be heard under this subsection shall be filed with the corporation within seven (7) days of the date on which the corporation informed the union of their selection under subsection 9.3.2 above.

- 9.3.4 The union will be advised of all in-scope provisional appointments.

9.3.5 Union Observers

~~The union shall have the right to observe the preliminary assessment panel, the interviews and the evaluation to determine the recommended applicant for all permanent in-scope positions. For the filling of fieldperson positions, the union has the right to observe the preliminary assessment panel. The corporation shall compensate the union representative's wages while at the panels and training. 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 48 hours notice.~~

9.4 Excluded Positions

Vacancies or new positions created outside the scope of this

agreement will be posted and contain the following information
(a) class title;
(b) department and Locality,
(c) outline of primary duties and responsibilities, and
(d) qualification requirements.

9.5 PROBATION

9.5.1 Permanent Positions

The initial employment of every person shall be on a probationary basis.

The probationary period for the following employees shall be of a twelve (12) month duration:

Administration Officer 1; Accountant 1, 2, 3; Research Officer 1, 2, 3; Agricultural Specialist 1, 2, 3, 4; Communications and Information Specialist; Field Services Training Specialist, ~~Actuary; Auditor; Systems Technician; Senior Fieldperson; Technical and Network Analyst; Systems Analyst 1, 2; Computer Operator~~.

180
8
calendar days

All other employees shall serve a six (6) month probationary period.

At any time during the probationary period the corporation may confirm or annul an appointment, however, such notice shall be given not later than fifteen (15) calendar days prior to the **expiry** date of the probationary period. The corporation may extend the probationary period for any employee for up to six (6) additional months.

9.6 Probation on Promotion

9.6.1 An employee who has been promoted shall serve a probationary period equivalent to that stipulated on initial employment for the class concerned in **9.5.1**

9.6.2 An employee who is appointed to an excluded position and fails to complete the probationary period shall revert to his former position without loss of any benefits that he may have earned had he not been promoted.

9.7 A permanent employee who is promoted and who fails her probationary period shall have reversion rights to **her former** position at her former salary rate subject to any increments that she would have received in her former position. This policy shall also apply to **an** employee on transfer.

9.8 During the probationary period, a permanent 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 **9.7**

of this subsection.

9.9 Probation on Demotion

9.9.1 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 series, or to a position in a class in which he has previously attained permanent status,

9.9.2 In cases other than those set out in **9.9.1** above, an employee who does not qualify in the probationary period shall revert to his former position at his former step in the salary range, subject to any increments that he would have received, had he remained in that position.

9.10 Temporary Positions

Temporary employees shall serve the same probationary period as permanent employees would, however, it may be completed by accumulating ~~hours~~ through several working periods. ~~Hours~~ worked as a casual will be counted toward completion of the probationary period.

~~In the event that a temporary employee is appointed to a permanent position in the same class, they will serve a probationary period as outlined in Article 9.5. If the permanent position in the same class has substantially the same duties, they will serve only that portion of the probationary period remaining.~~

10. ALLOWANCES

10.1 Employees while travelling on corporation business away from headquarters will receive such allowances for travel in accordance with the rates as established between the Public Service Commission and the Saskatchewan Government Employees' Union. (Appendix L)

10.2 Relocation on Promotion and Voluntary Transfer or Demotion

An employee whose headquarters 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 her household goods and for the transportation and sustenance on route of herself and her dependents, plus sustenance for herself at the rates as established between the Public Service Commission and the Saskatchewan Government Employees' Union.

10.3 Professional Fees

Professional fees will be paid for or reimbursed by the corporation 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.

- 10.4 Senior Fieldpersons, Fieldpersons and Auditors shall be reimbursed for towing to a maximum of \$40 per incident if work related. Receipts are required, .
- 10.5 Auditors, Senior Fieldpersons, and Fieldpersons shall be paid at the Public Service Truck rate as amended from time to time by the Public Service Commission and SGRU. All other employees shall be reimbursed at the car rate regardless of the type of vehicle used as amended from time to time.
- 10.6 Providing fieldpersons use their personal cellular phones for corporation business, they will be reimbursed \$15 per day for each day worked adjusting to a maximum of \$450 per month for cellular phone expenses. Customers Service Centers will have access to a fieldperson's cellular number before the fieldperson is eligible to claim this expense.

11. CLASSIFICATION APPEAL

11.1 Office Copy

Copies of the Manual of Class Specifications, currently maintained, 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.

- 11.2. All requests by permanent and temporary employees who have established seniority as per Article 8.1.3 for reclassification of their positions shall be submitted on the prescribed form to the Human Resources Division with a copy to the union.
- 11.2.1. The corporation shall inform the union and the employee(s) of their decision within thirty (30) calendar days of receipt of the application, and this time period can be extended upon mutual agreement. An employee who disagrees with the decision of the corporation may, within thirty (30) calendar days appeal the decision to a Classification Appeal Board.
- 11.2.2. Classification disputes arising between the corporation and the union may be referred to a Classification Appeal Board constituted in the manner provided in Article 25 except that the Chairperson will, in all cases, be selected from a list prepared in accordance with Appendix A.
- 11.2.3. An employee may be represented by the union at any stage in the classification appeal process.
- 11.3 The policy permitting challenges to reclassified positions is as follows:
- 11.3.1 Positions which are reclassified and result in a promotion for the incumbent must be advertised in accordance with Article 9. The incumbent is not required to apply for the posting.

- 11.3.2 Reclassified positions become subject to promotional competition when either:
 - 11.3.2.1 The current incumbent is unable to establish minimum qualifications; or
 - 11.3.2.2 A more senior employee in the same classification series from the same work unit applies to the posting and establishes to the satisfaction of the corporation and the union that her promotional opportunities have been unjustly curtailed, in view of the fact that the new duties might as readily have been assigned to her. Challenges may be initiated through the Bargaining Committee.
- 11.4 When establishing new classes of positions the provisions of Article 6.2 will apply.

12. **ORGANIZATIONAL OR OCCUPATIONAL RESTRUCTURING**

When as the result of an organizational or occupational restructuring, a position is reallocated, the employee shall, within ten (10) days of receipt of notice, have the right through the union to request and obtain a review of the correctness of the allocation of his position. Disputes arising between the union and the corporation may be referred by the union to a ~~Classification Appeal Board constituted in accordance with the manner provided by Article 21 except that the Chairperson will, in all cases, be selected from a list prepared in accordance with Appendix A. The Classification Appeal Board's decision shall be final and binding on both parties~~

13. **RECLASSIFICATION**

- 13.1 If a position is reclassified upwards and the incumbent of the position before reclassification is appointed to the position as reclassified, she shall be paid as if she were promoted to the position according to the provisions of Article 6.8. The effective day of such increase shall be as follows:
 - 13.1.1 On the first day of the month following the date the ~~reclassification request was initiated~~
- 13.2 If a position is reclassified downward the incumbent shall, subject to subsection 13.3 following, retain his salary range.
- 13.3 If a position is reclassified downward the incumbent shall have her name placed on a re-employment list for two (2) years for a class of positions similar to and with the same salary range as her position before it was downgraded. The employee shall not be entitled to any economic adjustment until such time as the maximum of the range for the lower class overtakes the maximum of the range retained under this subsection. Until it is possible for the corporation to place the incumbent from the re-employment list, she will advance through the steps of the range retained herein.

14. JOB ABOLITION, TEMPORARY LAYOFF AND RECALL

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

28
/44

14.1 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.

14.1.2 Written notice of a minimum of 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.

14.2 Temporary employees who have acquired seniority in accordance with Article 8.1.1 shall be laid off according to seniority by class, division and location.

14.3 Permanent/Probationary Employees - Job Abolition

14.3.1 A joint committee will be formed, consisting of equal representation from management and union, and will follow the provisions of Article 14.3 relating to job abolition for permanent/probationary employees.

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

- 27E
/1
- i To exercise "bumping" (displacement) rights based on his total seniority subject to Article 14.3.7 and 14.3.8.
 - ii To go on lay-off and thereafter be entitled to exercise re-employment rights.
 - iii To resign and receive severance pay.
 - iv To retire, if eligible.

14.3.3 Employee Qualifications for Bumping

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

14.3.4 Appeal Process

The Joint Committee, or the affected employee, will have access to an expedited appeal process if the parties cannot agree on the classes or series of classes, and the positions within those classes or series of classes 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. He will act as a single Arbitrator and the decision rendered

will be final and binding on all parties. The Arbitrator will provide his decision within three (3) days.

14.3.5 Notice to Exercise Bumping Rights

14.3.5.1 A permanent employee shall indicate his intention to exercise his bumping rights, in writing- to the designated person within five (5) working days of receipt of the notice of position abolishment.

14.3.5.2 If the employee does not indicate an intent to bump within the five (5) working day period, he shall be deemed to have opted to go on lay-off. He may then resign and receive severance pay or retire, if eligible.

14.3.6 Bumping Time Frame

14.3.6.1 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.

14.3.6.2 Notwithstanding Article 14.3.6.1, any employee who fails to retain employment through the bumping process by their date of lay-off and who should be able to retain employment, shall be provided with salary continuance until their placement in a new position.

14.3.7 Acceptance of- an Offer of a Position

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

14.3.7.2 If an employee does not accept an offer of a position at the mandatory stage of bumping he will be deemed to have resigned. Notwithstanding, such an employee will still be eligible for severance pay.

14.3.7.3 If an employee does not accept an offer of a position at the optional stage of the bumping process, he will be placed on layoff or may resign and receive severance pay or retire, if eligible.

14.3.8 Bumping Order

14.3.8.1 Bumping rights will be exercised in order within each stage and the order of bumping shall be:

- a) 1st: A permanent position designated by the corporation as vacant,
- b) 2nd: A temporary employee in a vacant permanent position
- c) 3rd: A provisional employee in a permanent position.

- d) 4th: The employee on initial probation with the least service.
- e) 5th: The permanent employee with the least total seniority.

14.3.8.2 Mandatory Stage:

- a) To bump in the employee's own class, own division and own locality;
- b) To bump in the employee's own class, in another division and own locality.

14.3.8.3 If the employee is not offered a position through the mandatory stage, he may proceed to the optional stages or go on lay-off as per initial notice, or resign and receive severance pay or exercise his option under 14.3.10.2.

14.3.9 Optional Stages:

14.3.9.1 An employee accessing the optional stages of the bumping procedure will choose to exercise bumping on either a location preference or salary preference basis.

14.3.9.2 Location Preference

Employees will be offered the first available bumping option from the following in order:

- a) To bump laterally within a series of classes having the same maximum monthly rate of pay for which the Joint Committee has determined the employee to be qualified in his own locality;
- b) To bump downward in a series of classes for which the Joint Committee has determined the employee to be qualified in his own locality;
- c) To bump within his own class in another locality;
- d) To bump laterally within a series of classes having the same maximum monthly rate of pay for which the Joint Committee has determined the employee to be qualified in another locality;
- e) To bump downward in a series of classes for which the Joint Committee has determined the employee to be qualified in another locality;

14.3.9.3 Salary preference

The employee will be offered the first available bumping option from the following in order:

- a) To bump laterally within a series of classes having the same maximum monthly rate of pay for which the Joint

Committee has determined the employee to be qualified in his own locality.

- b) To bump within his own class in another locality.
- c) To bump laterally within a series of classes having the same maximum monthly rate of pay for which the Joint Committee has determined the employee to be qualified in another locality.
- d) To bump downward in a series of classes for which the Joint Committee has determined the employee to be qualified in his own locality.
- e) To bump downward in a series of classes for which the Joint Committee has determined the employee to be qualified in another locality.

14.3.10 Employee Not Offered a Position or Does Not Accept an Offer of the Optional Stage

14.3.10.1 If the employee is not offered a position after having proceeded through all stages of bumping, he may go on Payoff as per notice, or resign and receive severance pay, or retire, if eligible.

14.3.10.2 An employee who, after exercising his bumping rights and choosing not to accept the placement offered, or is unable to retain employment, may choose to bump, in the location of his choice, a less senior temporary employee in the same or lower classification for which he is qualified. Beginning August 1, 1996, employees are also able to bump laterally within a series of classes having the same maximum monthly rate of pay for which the Joint Committee has determined the employee to be qualified.

14.3.11 Rights of Employees Who Are Bumped

The bumping rights described in 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 thirty-day written notice requirement.

14.3.12 Reinstatement During Probationary Period Other Than Initial Probation Period

Management employee on probation whose position is abolished shall have the right to revert to his former position at his former step in the salary range, subject to any increments that he would have received had he remained in that position. The provisions of Article 19.7 will apply.

14.3.13 Employees On Initial Probation Who Have Acquired Seniority

If the position of an employee on initial probation is abolished, he may elect to bump, in his own location, the least

senior temporary employee in the class in which he had last completed probation. If this does not result in an offer of a temporary position, he may have his name placed on the re-employment list.

In the event of the closure of an office, the temporary employee, having completed probation, can choose to have his name placed on a re-employment list in one location of his choice within thirty (30) days of notice of job abolition.

14.4 Re-employment List

14.4.1 A permanent/probationary employee who exercised his bumping rights, or one who has been laid off, shall have his name placed on the re-employment list for the class of position he occupied at the time and for such other classes of related positions for which he is deemed to be qualified.

14.4.2 A temporary employee or an employee on initial probation who has acquired seniority who has been laid off, shall have his name placed on the re-employment list for the class of position he occupied at the time and for such other classes of related positions for which he is deemed to be qualified.

14.4.3 Whenever it becomes necessary to employ additional employees, employees will be called back from the layoff list in the following order:

- a. Permanent employees;
- b. Probationary employees who have acquired seniority;
- c. Provisional employees; and
- d. Temporary employees who have completed their probationary periods.

27D
14.4.3.1 The call-back will be on the basis of total seniority. No call-back shall result in a promotion to any employee.

14.4.3.2 In the case of temporary employees who have completed their probationary periods, the call back will be limited to their own locality.

In the event of the closure of an office, the temporary employee, having completed probation, can choose to have his name placed on a re-employment list in one location of his choice within thirty (30) days of notice of job abolition.

14.4.4 Restrictions on Re-employment Rights

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 Division within five (5) working days of receipt of the notice of lay-off any class, pay, geographic or other restriction(s) he wishes to place on his re-employment rights.

Permanent employees may choose to be considered for temporary

positions; however, for purposes of 14.4.5 a call-back to a temporary position will be included in the three call-backs. A permanent employee, having accepted a temporary position, will remain on the re-employment list for permanent positions.

14.4.5 Removal of Names From List

Re-employment rights for permanent, probationary and temporary employees who have acquired seniority as per Article 8.1.3 shall lapse consequent upon any of the following:

- 14.4.5.1 At the conclusion of twenty-four (24) consecutive months on the list.
- 14.4.5.2 Failure to reply within ten (10) calendar days to a written inquiry from the corporation relative to availability for employment.
- 14.4.5.3 Failure to reply within five (5) calendar days to a telephonic inquiry from the corporation relative to availability for employment.
- 14.4.5.4 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.
- 14.4.5.5 Any permanent, probationary or temporary employee on a re-employment list due to lay-off shall be entitled to three callbacks and will have his name removed from the re-employment list following the rejection of the third callback and will be deemed to have resigned.
- 14.4.6 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.
- 14.4.7 Every person whose name is removed other than by reason of his appointment shall be notified by the corporation in writing not more than ten calendar days after such removal.
- 14.4.8 A person whose name has been removed from the re-employment list may request re-instatement by writing to the Executive Manager of Human Resources and setting forth his reasons for re-instatement. The Executive Manager of Human Resources shall render his decision within 14 calendar days in writing to the person and send a copy to the union.
- 14.5 The foregoing procedure shall apply to out-of-scope employees covered under Article 8.5. Such persons shall not be entitled to count for seniority purposes any time worked in an out-of-scope position.
- 14.6 Technological Change

The corporation will give the union at least ninety (90) days

notice of any change in its operation which alters the status any permanent employee. For the purposes of this Article, some status changes could be promotion, demotion, termination, change in headquarters. During these ninety (90) 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.

14.7 Severance Pay

14.7.1 A permanent employee in either of the following categories:

- a. One whose job has been abolished and who elects to resign;
- b. One 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;

shall be entitled to severance pay on the basis of one (1) week's pay for each year of service commencing with the second year. However, a permanent 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.

Pay will be calculated on the basis of the employee's rate of pay at the time of resignation or when he last went on the layoff list. Part years of service will be pro-rated.

14.7.2 ~~A permanent employee who is called back to a temporary position and chooses to remain in the temporary position, upon expiry of the two (2) year limit, will not be entitled to the severance pay provisions described in Article 14.7.1 b, above.~~

15. APPOINTMENTS DISCIPLINE AND DISMISSAL

15.1 Appointments

All appointments shall continue "during good behaviour" subject to such provisions for layoffs and annulment of probationary appointments as are contained herein.

15.1.1 The two (2) parties to this Agreement shall cooperate 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.

15.1.2 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 his written response to disciplinary action placed on his personnel file. A union representative,, upon written authorization of the employee, shall have access to the file.

15.2 Discipline

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

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

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

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

15.2.4 ~~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.~~

TRANS
B
1

15.3 Dismissal Only for Cause

15.3.1 No permanent or temporary ~~employee, or fieldperson, 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 15.3.1 above to an employee shall be supplied to the union.

16. NOTICE OF RESIGNATION, DISMISSAL OR DEMOTION

16.1 ~~Except in the case of gross misconduct,~~ the corporation shall give thirty (30) calendar days' notice in writing 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 gross misconduct,~~ -the corporation shall give fourteen (14) calendar days' notice in writing 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.

16.2 Resignation of Permanent Employees

A permanent employee shall be required to file written notice

with the corporation of her intentions to resign at least thirt+ (30) calendar days prior to the date upon which she intends 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 she absents herself from work. For the purposes of this section, vacation leave shall not constitute any portion of the required notice.

16.3 **Resignation of Initial Probationary or Temporary Employees**

An initial probationary or temporary employee shall be required to file written notice with the corporation of his intention to resign at least fourteen (14) days prior to the date upon which he intends to leave. An employee who fails to give such notice shall be struck from the payroll effective the date he absents himself from work.

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.

16.4 **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 in detail the reasons. A copy of the notice shall be supplied concurrently to the Chairperson of the Bargaining Committee and the union.

17. **ANNUAL VACATION LEAVE**

17.1 Employees shall be entitled to a vacation leave with pay of one and one-quarter (1 1/4) working days for each completed month of service, subject to the following:

17.1.1 During an employees' first year of service, such vacation leave shall accumulate from the date of employment to the following April 1st.

17.1.2 During subsequent years of service, such vacation leave shall accumulate from April 1st.

17.1.3 Every effort will be made to permit the taking of vacation leave between May 1st and October 31st in each year.

17.1.4 During the first year of service, subject to Article 17.8, the corporation may, at the request of an employee, authorize the employee to take what leave would be earned to the following April 1st.

17.1.5 A permanent employee shall be entitled once a year to receive a salary payment in advance of the commencement date of her 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.

17.1.6 Payment of salary for the earned credits provided under Vacation Leave (Article 17), Sick Leave (Article 18) and Designated Holidays (Article 20) shall constitute service time for the purposes of calculating seniority as provided under Article 8.

17.2 Pay In Lieu

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 his credit, the employee shall be entitled to receive pay in lieu thereof, in addition to all other amounts due him, on the basis of the following formula:

$$\frac{\text{Number of Days Credited} \times 8.0 \text{ hours} \times \text{Annual Salary (\$)}}{1,872 \text{ hours}}$$

17.3 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 her, an amount equal to three fifty-seconds (3/52) of her gross earnings for the period employed.

17.4 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 his estate.

17.5 In addition to any vacation leave earned up to March 31st of the preceding year, an employee having attained the age of sixty-five (65) years and entitled to superannuation, 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 her earned vacation leave for that year.

17.6 Annual vacation taken during the period as described in 17.1.3 hereof shall be, regardless of the position held or seniority, rotate to ensure equality.

17.7 In exceptional cases, the **General Manager**, or in his absence the **Executive** Manager of Human Resources, may authorize that holidays with full pay be accumulated up to and including six (6) weeks to include current year allowances.

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

17.9 An employee shall be granted an additional day's vacation for each designated holiday that may fall within her vacation leave.

17.10 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:

- a. Six (6) percent (%) if she earns vacation leave at one and one-quarter (1-1/4) working days per month; or
- b. Eight (8) percent (%) if she earns vacation leave at one and two-thirds (1-2/3) working days per month; or
- c. Ten (10) percent (%) if she earns vacation leave at two and one-twelfth (2-1/12) working days per month.
- d. Twelve (12) percent (%) if she earns vacation leave at two and one-half (2-1/2) working days per month, '

An employee shall not earn any annual vacation leave with pay during any period for which she receives annual vacation leave pay under this section.

54
01
08
15
25

03
04
05
06

17.11 Employees who have completed eight (8) years or more of service 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.

17.12 Employees who ~~have~~ completed fifteen (15) years or more of service 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.

17.13 Employees who have completed twenty-five (25) years or more of service in the current year shall be entitled to thirty (30) working days vacation leave with pay.

17.14 Transfer of Service Time

Employees joining the corporation from the **executive** government, boards, commissions, or crown corporations of the Government of Saskatchewan, will be allowed to carry accumulated service time for the allowance of vacation leave entitlements according to the provisions of Article 17.11, 17.12 and 17.13 of this section, providing that they apply for and supply documented proof of their service time to the corporation. No **retroactive application of this provision shall be made prior to the current fiscal year.**

17.15 Vacation Payment for Temporary, Casual Employees and Fieldpersons

17.15.1 Temporary, casual **employees** and **fieldpersons** shall receive vacation pay at the rate of 6% of total earnings and fifteen (15) days leave without pay or to the extent earned.

17.15.2 Temporary, casual **employees** and **fieldpersons** who have completed eight years of service with the corporation shall receive pay at

the rate of 8% of total earnings and twenty (20) days leave without pay or to the extent earned.

17.15.3 Temporary, casual employees and **fieldpersons** who have completed fifteen years of service with the corporation shall receive pay at the rate of 10% of total earnings and twenty-five (25) days leave without pay or to the extent earned.

17.15.4 Temporary, casual **employees** and fieldpersons who have completed twenty-five years service with the corporation shall receive pay at the rate of 12% of total earnings and thirty (30) days leave without pay or to the extent earned.

NOTE: The above-noted percentages will be applied to total earnings. For the purposes of this clause, "total earnings" include the vacation payment. For administrative purposes, to facilitate the payment of vacation pay, the percentages will be as follows:

- ° 6.36% - fifteen (15) days
- ° 8.64% - twenty (20) days
- ° 11.00% - twenty-five (25) days
- ° 13.44% - thirty (30) days

17.16 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.

18. **LEAVE FOR ILLNESS OR OTHER PRESSING NECESSITY**

✓ 18.1 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.

73
15 days *no upper limit*

18.1.1 Temporary employees shall earn sick leave at the rate of one point two-five (1.25) days for every one hundred fifty-six (156) hours worked. These earned days shall accumulate from one 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.

18.2 **Drawing on Future Sick Leave Benefits**

At the **discretion** of the Executive Manager, **Human Resources** or her designate, a **permanent employee** whose **sick** leave benefits are exhausted **may be permitted** to draw on her future **credits** to a maximum of ten (10) **days**. In the event that she **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.

18.3 Reimbursement of Overdrawn Sick Leave Benefits

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.

18.4 Any employee who may be absent from duty on account of sickness or other pressing necessity, must inform her immediate supervisor. (See Human Resource Policy Manual for Pressing Necessity Policy)

18.5 An employee to be entitled to payment of sick leave shall, upon return to duty, furnish the division head with a signed statement on the prescribed form. The corporation may require an employee to provide a doctor's certificate.

18.6 In cases of lengthy illness, the corporation may require a physician's report at intervals throughout the illness.

18.7 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.

18.8 When the corporation requests a report or examination as per Articles 18.5, 18.6 and 18.7, the corporation will cover the cost, if any, of the medical certificate.

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

18.10 If an employee dies after having been at least two (2) years in the service of the corporation and if upon his death no pension under the Public Service Superannuation Plan or compensation under the Workers' Compensation Act, 1979, is payable to his dependent spouse or children, an amount equal to two (2) months' salary shall be paid to his dependent spouse or such other dependents as the corporation shall determine.

18.11 Holidays designated in Article 20 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.

18.12 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 her shall have deducted from any monies owing her by the corporation an amount calculated on the basis of the number of days overdrawn at the rate of salary on separation.

18.13 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.

18.14 Jury Duty or Witness

Handwritten notes: "New" with a checkmark, "63B-C" with a checkmark, and "1" with a checkmark.

If an employer, who is not on layoff, is subpoenaed to appear as a witness or to act as a juror, he will be granted leave to do so. At the employee's option, one of the following may be applied:

- a. take leave without pay and retain the witness fee, if any;
- b. use vacation leave or unused earned days off to cover the period and retain the fee or
- c. take leave with pay and assign any fees received to the corporation,.

18.15 Management may grant leave with pay for humanitarian service such as donating blood or other voluntary services to the community. Voluntary Services will be defined as per the Human Resource policy manual.

19. LEAVES OF ABSENCE

19.1 Long Term Disability

Handwritten notes: "Total" with a checkmark, "90%", "no disability", "15", and "Total" with a checkmark.

An employee who is receiving benefits from the Long Term Disability Plan, within the three 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 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 21.8.

19.2 Definite Leave of Absence

63N
3

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 his work during his absence. The leave may be granted as follows:

19.2.1 By a division head for a period not exceeding three (3 months). Approval of the leave will be reported to the Human Resources Division,

19.2.2 By the Executive Manager, Human Resources, or his designate, upon the recommendation of the division head for a period in excess of three (3) months but not exceeding one year.

19.2.3 An employee who has been granted leave under 19.2 may make an application for an additional period of leave consecutive with the first period, providing the total leave does not exceed one year.

19.3 Maternity Leave

19.3.1. 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 and provides a medical certificate certifying that she is pregnant and specifying the estimated date of her confinement, is entitled to and shall be granted maternity leave without pay consisting of:

598
14

19.3.1.1. A period not to exceed twelve (12) consecutive months, covering preconfinement, confinement and post-confinement.

19.3.1.2. 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 18.

19.4 Paternity Leave

63M
3

A male employee who submits an application in writing to the corporation for leave under this section at least four (4) weeks before the date on which the leave is to commence, (the commencement date must be specified in the application) is entitled to and shall be granted paternity leave without pay consisting of:

19.4.1 A period not to exceed twelve (12) months and the leave can be taken any time during the three (3) consecutive months before the expected date of birth of the child and twelve (12) months after. The leave is continuous.

19.5 Adoption Leave

An employee, male or female, 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 he intends to commence such leave, is entitled to and shall be granted adoption leave without pay consisting of:

✓
6/1/16
6

6/1/16
1/16

19.5.1 A period up to twelve (12) months from the day that a child is in the process of being legally adopted. The amount of notice should generally be no less than four (4) weeks before the date on which the employee expects to receive the child.

19.6 The provisions of Article 16.2 shall apply to an employee on Maternity Leave, Paternity Leave and Adoption Leave.

19.6.1. The employer shall not dismiss or lay-off any employee because of pregnancy or adoption, or because an employee has applied for leave in accordance with Articles 19.3, 19.4 or 19.5.

19.7 Reinstatement from Definite, Maternity, Paternity and Adoption Leaves

19.7.1 An employee granted definite leave of absence without pay shall, at the end of the period for which the leave was granted or an earlier date as outlined in 19.13, be reinstated in the position in which he was employed prior to going on leave,

19.7.2 If the position of a permanent employee was abolished during his absence he shall be subject to the lay-off provisions applicable had he been occupying the position at the time of its abolition.

19.7.3 If a permanent employee's position was reclassified upward during his absence, he shall be subject to the provisions applicable had he been occupying the position at the time of its reclassification.

19.7.4 If the position was reclassified laterally or downward during his absence, the permanent employee shall elect one of the following alternatives:

- a. The application of the lay-off provisions; or
- b. To bump into the reclassified position provided he has minimum qualifications.

19.8 If a permanent employee vacates his position in order to accompany his spouse who has been relocated to another centre within the province, leave of absence without pay may, upon application, be granted for a period of up to six (6) months subject to the following provisions:

- i. the corporation may fill the vacated position on a basis other than a temporary appointment; and
- ii. if the employee has been unsuccessful in obtaining alternate employment in the corporation at the expiry date

of his leave, he will be considered to have **resigned** effective the last day of **his** leave.

19.9 Indefinite Leave of Absence

19.9.1 **Granted for Valid Reasons**

A permanent employee may, for valid reasons, be granted indefinite leave of absence without pay by the **Executive Manager, Human Resources or his designate**, upon the **recommendation** of the division head.

19.9.2 **Annual Extensions of Indefinite Leave Required**

~~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.~~

19.9.3 **Name Placed on Re-employment List on Conclusion of Indefinite Leave**

~~A permanent employee granted indefinite leave of absence without pay shall, upon the conclusion of the leave, have her name placed on the re-employment list for a period of two years.~~

19.10 Conditions of Leave

While on leave of absence without pay or layoff, employees shall be entitled to earned benefits as follows:

19.10.1 During the first thirty (30) consecutive calendar days or less: vacation leave; sick leave; seniority; increments.

19.10.2 During the thirty-first (31st) to the ninetieth (90th) consecutive calendar days: sick leave; seniority; increments.

19.10.3 During a period of more than ninety (90) consecutive calendar days: no benefits except as provided in Article 6.6.4.

19.10.3.1 Notwithstanding the provisions of Article 19.10.3, employees who are granted maternity, paternity or adoption leave, shall continue to earn seniority.

19.11 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 she would normally have been employed, by paying her share of the premium. Upon payment by the employee of contributions, the employer will contribute as per the plan requirements.

19.12 Union Business

Members of the union will periodically require leave of absence for union business and the corporation will provide such leave

56.59
8

subject to the following provisions:

The union agrees that requests for leave of absence for union business shall be made to the corporation giving reasonable notice of at least twenty-four (24) hours.

Definite leave of absence with pay shall be granted to attend to union business subject to reimbursement in accordance with Article 19.12.1 of this subsection provided that:

- a. The employee is authorized by the union in writing to request such leave.
- b. The employee requests in writing leave for union business as **authorized** by the union.
- c. The request for union leave is made on such forms as agreed by the corporation and the union from time to time.
- d. The request for union leave shall not reasonably interfere with the operation of the corporation and the leave shall not be unreasonably withheld.

19.12.1 The following provisions shall apply to definite leaves of absence with pay as granted under subsection 19.12 of this Article:

1
63K
unpaid

- a. 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.

- b. In accordance with Article 5, the union will reimburse the corporation for the full cost of such earnings and in addition, the corporation's cost of benefits as follows:

- For the first thirty (30) consecutive calendar days or less:

- Designated holidays (where the employee is on union business on both the working day preceding and following the **designated** holiday).

- For the next sixty (60) consecutive calendar days or less:

- Designated holidays (where the employee is on union business on both the working day preceding and following the designated holiday)

- Unemployment Insurance
- Canada Pension Plan
- Vacation Leave
- Superannuation

° For leave in excess of ninety (90) consecutive calendar days:

- Designated holidays (where the employee is on union business on both the working day preceding and following the designated holiday)
 - Unemployment Insurance
 - Canada Pension Plan
 - Vacation Leave
 - Superannuation
- Sick Leave Accumulation

c. 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.

635
unpaid

19.12.2 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 19.2 or 19.3 of this Article. During such leave the application of benefits shall be in accordance with subsection 19.10 of this Article, excepting that an employee shall continue to earn seniority under this Agreement for a period of up to two (2) years.

19.13 When an employee elects a return to work prior to the expiration of leave granted under Articles 19.2, 19.3, 19.4, 19.5, or 19.12 (~~definite leave provisions only~~), at least fifteen (15) days' notice in writing shall be provided to the employer. Upon return, the employee shall be placed in his/her former position, or an equivalent position.

20. DESIGNATED H O -

53
11

20.1 Leave of absence with pay shall be allowed for New Year's Day, Good Friday, Victoria Day, Dominion Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

20.1.1 One (1) additional day per contract year will be designated annually by negotiation.

The floating designated holiday for 1995 will be ~~June 30, 1995~~.

The floating designated holiday for 1996 will be June 28, 1996.

The floating designated holiday for 1997 will be ~~June 30, 1997~~.

- 20.2 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.
- 20.3 Where an 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.
- 20.4 Statutory holiday pay for casual, temporary employees **and fieldpersons** shall be calculated at 4.5% of base rate. This will be paid in each pay period.

21. **WORKERS' COMPENSATION AND REHABILITATION**

✓
76B
7

21.1 **When an employee is injured in the performance of his duties, or incurs an industrial illness, and the accident or illness is compensable under the provisions of the Worker's Compensation Act, 1979, the following provisions shall apply..**

21.2 Subject to the *proviso* that the total compensation received by an employee shall not exceed normal ● arnings (normal earnings are defined as straight time w&gee for the previous 52 weeks), employees shall be compensated on the following basis:

21.2.1 From and including the day of injury until not more than one (1) year from the date of injury, the employee shall receive his ■□□○●● ● arnings and any benefits payable from Worker's Compensation shall be paid directly to the corporation on behalf of the employee;

21.2.2 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 employer shall receive his normal ● arnings and any benefits payable from Worker's 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 Worker's Compensation will be charged against the employee's available sick leave credits.

21.3 After two (2) years from the date of injury or whoa the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive payments directly from the Worker's Compensation Board only-

21.4 Pending receipt of payments from the Worker's Compensation Board, an employee shall receive normal ● arnings, 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 her disability. Proof of dieability will be required before such payments are made.

21.5 **Employee Status and Benefits**

21.5.1 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.

21.5.2 Notwithstanding the foregoing, a permanent employee who is being paid on the basis of Articles 21.1, 21.2, 21.3 and 21.4 shall be entitled to carry forward any unused vacation leave up to and including the full entitlement for the month of the injury, until he returns to work. While a permanent employee is being paid on the basis of Articles 21.1, 21.2, 21.3 and 21.4, he shall not earn any vacation leave credits.

21.6 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 19.10.

21.7 A permanent employee who receives an indefinite leave of absence in accordance with Article 19.9 shall be paid out any outstanding vacation leave-credits. Any over expenditure of vacation leave credits shall not be recovered from the employee.

21.8 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, lay-off, change in classification.

Such cases shall be dealt with between the union and the corporation on an individual basis.

22. INTERPRETATION OF AGREEMENT

22.1 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.

22.2 Arbitration

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.

The Board of Arbitration shall consist of three (3) members, one (1) nominated by the corporation, one (1) nominated by the union and the third (3rd) 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 Articles 24 to 27 inclusive of this Agreement.

23. **GRIEVANCE PROCEDURE**

23.1 **Grievance to be Considered**

The corporation at all times shall receive by appointment within forty-eight (48) hours or as soon as circumstances will permit after such notice, a committee representing the union on grievances and all grievances shall receive fair, just and speedy consideration. Notice of grievance to be given to the corporation within sixty (60) days except as **provided** under Article 9.3.3.

23.2 **Pay Loss of Grievance Committee and Grievor**

No Crop Insurance 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 representative to attend meetings regarding grievances will be reimbursed by the employer in accordance with Article 10.1.**

23.3 **Procedure for Employee Aggrieved**

STEP 1. An aggrieved employee(s) shall take her grievance to any elected representative of the union, 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.

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) days of notice, the grievance shall then be referred to the **General Manager** of the corporation, or his designate for hearing and adjustment.

STEP 3. If, within a period of seven (7) days of notice, the grievance has not been adjusted by the General Manager of the corporation, or his designate, it shall be referred to a Board of Arbitration **as per Article 24.**

23.3.1. The parties may, by mutual agreement, agree to extend the time limits in Articles 9.3.3, 23.3 and 24.

23.4 Where a dispute involving a question of general application or interpretation of this collective 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.

23.5 The employer agrees to provide to the union relevant payroll information when requested in writing and accompanied by signed authorization of the employee concerned.

23.6 Disclosure of Information

~~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.~~

23.7 ~~The parties to the grievance process may mutually agree to utilize the dispute resolution options outlined in Appendix E.~~

24. BOARD OF ARBITRATION

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 ~~General Manager~~ of the corporation or his designate. Such Notice of Intention shall include the name of the union's representative to the Board.

25. COMPLEMENT OF BOARD OF ARBITRATION

25.1 A Board of Arbitration shall consist of one (1) member appointed by the corporation, one (1) member appointed by the union and a third (3rd) member, the Chairperson. The corporation's member shall be appointed within seven (7) days of receiving notice of Article 24. The two members of the Board shall, within fourteen (14) days, appoint the third member, the Chairperson. Expenses will be as per Article 22.2.

25.2 If the appointees fail to agree on the appointment of a Chairperson, the Chairperson will be selected from a permanent panel of five (5) individuals established and-maintained in a rotation by the parties to this Agreement. The order in which they will act shall be determined by the order in which they have been fixed in rotation. In the event that the person whose turn it is to act is not available, the next member following shall act.

26. PROCEEDINGS OF THE BOARD OF ARBITRATION

26.1 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 he 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.

26.2 Inquiry by Hoard of Arbitration

A Board of Arbitration shall, in such **manner** as it thinks fit, expeditiously and carefully enquire into the grievance and all matters affecting the merits and right of the **parties** to settlement thereof.

26.3 Mediation by Board of Arbitration

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.

26.4 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.

26.5 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.

26.6 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.

26.7 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.

27. AWARD (DECISION OF AN ARBITRATION BOARD)

27.1 The Arbitration Board established under Articles 24 and 25 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.

27.2 The decision of:

1. 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.

27.3 The award of the Arbitration Board shall be rendered in writing within fourteen (14) 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 Chief Executive Officer of the union **and the General Manager of the corporation.**

28. UNION AFFAIRS

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

29. CROP INSURANCE FIELDPERSONS

29.1 Fieldperson 1

Initial appointment will be at Level 1.

This is considered to be a training level for newly hired fieldpersons.

Upon meeting the required Key Result Areas and objectives, BE working 480 hours, whichever occurs first, the corporation shall within 60 days meet with him to determine his employment status.

Upon meeting the required Key Result Areas and objectives for this level, a Fieldperson 1 shall move to level 2.

Fieldperson 2

This level is considered to be a full working level.

Upon meeting the required Key Result Areas and objectives for this level, a Fieldperson 2 shall move to level 3.

Fieldperson 3

This level requires performance of complex assignments and the provision of training to lower level fieldpersons as outlined in their Key Result Areas and objectives,

Fieldperson 3A

This level requires performance of complex assignments related to the auditing function as outlined in their Key Result Areas and objectives. This level requires employees to be available whenever their services are required throughout the year.

Short Term Fieldpersons

This level requires greater availability, more travel, performance of complex assignments and may require supervision

of fieldpersons.

For the *period* of July 1 to *October 1* of each year these employees will be guaranteed pay for at least 480 hours. Any overtime worked in this period shall be counted on a straight time basis for the purposes of the 480 hours.

All hours worked shall be paid as per their level in the fieldperson series and Article 29.7.

The corporation will, within ninety (90) days after the end of a fieldperson's initial guarantee, indicate whether he will be offered re-employment on a continuous basis from year to year.

29.3 Seniority

Fieldpersons shall only acquire seniority after accumulating a total of 480 hours of service with the corporation.

29.3 Minimum Hours

If a fieldperson works less than 80 hours per calendar year, exclusive of training, the union and management will meet to determine whether the fieldperson will remain on the adjuster roster, taking into account all factors (i.e. amount of work available).

29.4 Training

If a fieldperson is not capable of doing the type of adjusting called for, they will receive training. Such training will be made available on a fair and equitable basis. The corporation will clearly differentiate between mandatory and optional training for fieldpersons.

If a fieldperson is unable to attend any mandatory training, the onus shall be on that employee to acquire such training at their Customer Service Office. The employee may or may not be assigned work for which the training has not been completed. The corporation shall make reasonable efforts to accommodate such training.

29.5 Eligibility Lists

If multiple Fieldperson I vacancies exist; the corporation may establish an eligibility list for this class. It shall contain the names of persons who have passed the Fieldperson I employment examination.

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.

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.

Names will remain on the eligibility list for a period not to exceed ante-year from the date of competition.

29.6 Notwithstanding Article 9.2, advertisements for Fieldperson 3A positions will be restricted to the region where there has been a need identified for new Fieldpersons 3A.

29.7 Hours of Work

29.7.1 Crop Insurance Fieldpersons shall be paid at straight time for each hour worked on any one (1) day.

29.7.2 crop Insurance Fieldpersons shall be paid at the rate of time and one-half for every hour worked over the monthly average.

The monthly average will be determined by multiplying the number of working days in a month (number of days less Statutory Holiday, Saturdays and Sundays) by eight (8) hours.

29.8 Minimum Hours - Call Out

Minimum hours will be paid according to the provisions of the Labour Standards Act.

29.9. Allowances

29.9.1 The corporation shall reimburse fieldpersons for expenses incurred for accommodation and sustenance according to the rates as provided under Article 10.1.

29.9.2 The corporation shall reimburse fieldpersons for expenses incurred for transportation at the maximum mileage allowance according to the rates as provided under Articles 10.1 (1/2 ton or 3/4 ton mileage/kilometre rates).

The allowance for use of privately owned vehicles used on corporation business is expanded to include 1/2 or 3/4 ton trucks since many of our fieldpersons use such a vehicle when travelling to adjust crop loss claims.

29.9.3. Fieldpersons shall have payment of their expense statements issued within fourteen (14) 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.

29.10 Job Security

Upon reviewing a fieldperson's employment status as per Article 29.1 (Fieldperson 1), the corporation will indicate whether he will be re-employed on a continuous basis from year to year.

29.11 Availability for Work

Customer Service Office Managers shall discuss with fieldpersons their availability on a monthly basis. The onus will be on the employee to advise the Customer Service Office Manager of changes to their availability **as per the Fieldperson Workload & Availability Calendar**. Other than the indicated unavailability, repeated failure to be available for work or repeated refusal of crop adjusting assignments may result in disciplinary action up to and including termination.

29.12 Assignment of Work

Seniority shall not apply for the purpose of this Article.

29.12.1 The Customer Service Office Managers **or Supervisors** will assign work to trained fieldpersons on a rotational basis. In giving such assignments, full consideration will be given to geographical location and the adjuster's classification.

However, in emergent situations, the Managers **or Supervisors** will assign work to fieldpersons in whatever way is practicable.

Short Term Fieldpersons, during the term of their guarantee, shall be considered for work first.

29.12.2 **Notwithstanding 29.12.1, fieldpersons who perform the auditing function will be classified as Fieldperson 3A during the periods they are performing work for the Audits Division. Auditing work will be assigned to those fieldpersons who meet the qualifications required for the auditing function and will not be part of the rotation referred to in Article 29.12.1. However, when the auditing work is completed, they will revert to their former fieldperson classification and pay, and be placed back in the rotation referred to in Article 29.12.1.**

29.13 Involuntary Transfer

If a fieldperson is involuntarily transferred, he shall be reimbursed as per Article 10.2 .

29.14 Notice of Termination and Dismissal

Thirty (30) calendar days shall be given as notice of termination or dismissal by either party.

29.15 Other Articles Applicable to Fieldpersons

The following Articles will apply to Fieldpersons in addition to those under Article 29: 1., 2., 3., 4., 5., 6.7., 6.8.3., 6.11., 9.2., 9.3., 9.6.2., 9.9.2., 15.1., 15.2., 15.3., 16.4., 19.1., 19.2., 19.3., 19.4., 19.5., 19.6.1., 19.7.1., 19.10., 19.11., 19.12., 19.13., 20.4., 21.1., 21.2., 21.2.1., 21.8., 22., 23., 24., 25., 26., 27., 30., 31., 32., 33., 34., 35., 36. and Appendices B, D, G, H, I, K, L, and Q.

29.16 Classification


Fieldpersons job requirements will be included in the classification official copy as mentioned in Article 11.1.

29.17 The provisions of Article 29. and Schedule B. shall apply to all fieldpersons who have worked on adjusting more than thirty (30) occasions within any one (1) calendar year.

30. MEMO OF UNDERSTANDING

It is understood and agreed by and between the parties that, so long as the Saskatchewan Government 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.

31. DURATION OF AGREEMENT

 This Agreement shall remain in full force and effect from the first (1st) day of January, A.D., 1995 to the thirtieth (30th) day of September, A.D., 1997, and thereafter from year to year subject to the provisions of Section 33 of the Trade Union Act, 1972, as amended.

32. PRINTING OF AGREEMENT

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

33. HEALTH AND SAFETY

The parties agree they are bound by the provisions of the Occupational Health and Safety Act.

33.1. Occupational Health and Safety Committees

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 12 members, unless specifically agreed by all members of the workplace OH&S committee. At least one half 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 principals.

33.1.1 The OH&S committees shall have a continuing concern with respect to the health and safety at the work place. The committees shall meet no less than quarterly. The committees shall receive, consider and recommend solutions respecting health and

V
66
0

safety concerns at the work place. Committee members shall be given reasonable opportunity during regular working hours to deal with such concerns.

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 Department of Labour.

- 33.1.2 Quorum at each committee meeting will be satisfied if at least half of its members are present, and if at least half of those members present are worker representatives and one employer representative.

33.2 Right to Refuse

64
1 V

Every employee, through consultation with her steward, has the right to refuse work which she has reasonable grounds to believe is dangerous, provided that prior to such refusal, she has informed her supervisor and the worker committee co-chairperson of her opinion.

- 33.2.1 The committee 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 worker(s) affected, and report to them the reasons for its decision.

If the committee is unable to agree whether the refusal was warranted, the matter shall be referred by the committee, the union or the employer to an Occupational Health officer of the Occupational Health and Safety Branch, Dept of Labour for investigation and decision.

- 33.2.2. The employer shall not re-assign disputed work to another worker until the committee's or the officer's investigation has concluded that the work is safe.
- 33.2.3. If the employer takes action against any worker (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.

33.3 Occupational Health and Safety Training

Subject to reasonable notice being given, all committee members or alternates of an OH&S committee shall be entitled to up to five(5) days leave with pay per year for purposes of attending OH&S training courses, seminars or courses of instruction where such training is provided by the Human Resources Division, the

Department of Labour, or jointly by the union and the employer.

33.4. Video Display Terminals

67A
/

Employees operating VDT's shall not be required to work longer than two (2) continuous hours without a rest period. The rest period shall be fifteen (15) minutes free of any responsibilities. Such rest periods shall not be in addition to the daily rest periods presently being provided.

33.4.1 Employees operating VDT's on a prolonged basis shall be granted, once annually, a reasonable period of leave with pay for eye examinations. The employee may opt to have this examination carried out by an **ophthamologist**. The results of such examinations shall be forwarded to the OH&S committee.

67B
/

Any costs of such examinations not covered under the Saskatchewan Medical Care Insurance Commission Program will be paid for by the corporation. An employee, prior to commencing work on a VDT, shall be provided leave with pay for an eye examination and the results of the examination shall be forwarded to the **OH&S** committee.

67C
/

33.4.2. An employee who provides the corporation with a medical certificate certifying that she is pregnant, may request re-assignment to other duties.

33.5 Corporation-wide Committee

6
/

The parties agree to the establishment of a Joint **Union-Management** Committee. The committee will address corporation wide OH&S concerns such as:

- ensure the effective overall operation of OH&S committees throughout the corporation;
- study and make recommendations on the particular needs of the corporation in specific areas - **eg:** working alone, protective clothing, first aid requirements, response to fatalities or serious injuries, etc.;
- unresolved OH&S concerns in particular work settings;
- arrange for the provision of OH&S educational programs; and
- review and make recommendations respecting the safe operation of VDT's.

33.6 Provision of Information

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.

All dangerous incidents or concerns will be reported to the Corporation-wide Joint Union-Management Committee.

33.7 Use of Ladders

The corporation shall educate supervisors and fieldpersons OR the proper use of ladders, in their work.

34. RACIAL, ETHNIC, GENDER AND PERSONAL HARASSMENT

34.1 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 work place free of racial, ethnic, gender and personal harassment, the parties will work jointly to achieve that goal.

34.2 Personal Harassment

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.

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

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

34.4 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.

35. GROUP LIFE INSURANCE PLAN

Group Life Insurance will be provided with the corporation paying for the first \$10,000 of coverage. All union employees will be eligible.

36. DENTAL PLAN

The employer is a participating employer in the Public

✓
 100
 no details

✓
 70
 no details

✓
 10E
 00

✓
 71
 no details

Employees' Dental Plan on behalf of eligible employees as determined by the terms of the plan. The costs of the plan will be paid by the employer.

SCHEDULE - PAY & BENEFITS PACKAGE

Effective January 1, 1997

2% to be used for **Wages**
and/or **Benefits**

Effective **September 30, 1997**

1% to be used for **Wages**
and/or **Benefits**

305 ✓

SCHEDULE A - MONTHLY WAGE STRUCTURE (JANUARY 1, 1994)

Class Number	Position Classification	Wage Steps (\$)					
		1	2	3	4	5	6
0201	Clerk 1	1632	1667	1707	1752	1798	1848
0203	Clerk 2	1689	1730	1772	1824	1874	1929
0205	clerk 3	1900	1954	2005	2085	2152	2234
0207	Clerk 4	2052	2119	2197	2272	2357	2441
0208	Clerk 5	2272	2357	2441	2533	2625	2722
0209	clerk Typist 1	1632	1667	1707	1752	1798	1848
0211	Clerk Typist 2	1689	1730	1772	1824	1874	1929
0213	Clerk Typist 3	1900	1954	2005	2085	2152	2234
0221	Clerk Steno. 1	1652	1689	1730	1772	1824	1874
0223	clerk Steno. 2	1730	1772	1824	1874	1929	1980
0225	Clerk Steno. 3	1900	1954	2014	2085	2152	2234
0226	Clerk St&no. 4	2052	2119	2197	2272	2357	2442
0282	Admin. Officer 1	2441	2533	2625	2722	2827	2932
0301	Stat. Clerk 1	1752	1798	1848	1900	1954	2014
0303	Stat. Clerk 2	1955	2018	2086	2159	2235	2313
0305	Stat. Clerk 3	2159	2235	2313	2398	2486	2580
0401	Acctng. Clerk 1	1776	1822	1875	1928	1981	2049
0403	Acctng. Clerk 2	1985	2051	2123	2197	2275	2356
0405	Acctng. Clerk 3	2197	2275	2356	2443	2533	2625
0411	Accountant 1	2526	2622	2717	2819	2929	3039
0413	Accountant 2	2829	2936	3051	3170	3300	3437
0415	Accountant 3	3366	3506	3658	3815	3977	4143
0619	Data Entry Oprtr.	1730	1772	1824	1874	1929	1980
0620	Sr. Data Entry Oprtr	1848	1900	1954	2014	2085	2152
1063	Research Officer 1	2357	2441	2533	2625	2722	2827

SCHEDULE A - Continued: (January 1, 1994)

Class Number	Position Classification	Wage Steps (\$)					
		1	2	3	4	5	6
1065	Research Officer 2	2991	3109	3232	3368	3506	3658
1067	Research Officer 3	3368	3506	3657	3812	3978	4150
3103	Agric. Specialist 1	2441	2533	2625	2722	2827	2932
3105	Agric. Specialist 2	3109	3232	3368	3506	3658	3812
3107	Agric. Specialist 3	3506	3658	3812	3978	4150	4331
3108	Agric. Specialist 4	3978	4150	4332	4504	4684	4871
4100	Senior Fieldpersons	2392					
9997	Comm. & Info Spec.	3109	3232	3368	3506	3658	3812
9998	Field Service Trng.	2777	2881	2991	3109	3232	3368
3109	Systems Technician	2369	2462	2558	2658	2762	2864
3400	Auditor	2342	2436	2533			
3110	Actuary	4110	4274	4445	4623	4808	5000
3310	Computer Operator Effective July 1, 1995	2501	2596	2686	2790	2893	3005
3311	Tech. & Network Analyst Training Rate Effective January 1, 1995	3081 2580	3200 2644	3329	3461	3607	3761
3312	Systems Analyst 1 Training Rate Effective January 1, 1995	3081 2548	3200 2644	3329	3461	3607	3761
3313	Systems Analyst 2 Effective January 1, 1995	3506	3658	3812	3978	4150	4331

SCHEDULE B PER DIEM FIELDPERSON WAGE STRUCTURE (JANUARY 1, 1994)

	<u>Per Diem,</u>	<u>Hourly</u>
Per Diem Fieldpersons 1	\$104.91	\$13.114
Per Diem Fieldpersons 2	109.39	13.674
Per Diem Fieldpersons 3	113.79	14.224
Fieldperson 3A (effective Oct.1, 1996)	116.00	14.500

Wage Rates for Level 1, 2 and 3 Per Diem
Field-sons Positions - January 1, 1994 - ~~October 31, 1996~~

- Per Diem Fieldpersons 1: Initial appointment will be at Level 1.
- Per Diem Fieldpersons 2: Upon accumulating seventy-five (75) occasions of crop adjusting work experience since the initial appointment, the employee shall be eligible to move from Level 1 to Level 2 at which time the higher level per diem wage rate becomes effective, subject to Articles 29.10 and 29.14.
- Per Diem Fieldpersons 3: Upon accumulating one hundred fifty (150) occasions of crop adjusting work experience since the initial appointment, the employee shall be eligible to move from Level 2 to Level 3 at which time the higher level per diem wage rate becomes effective, subject to Articles 29.10 and 29.14.

SCHEDULE A - MONTHLY WAGE STRUCTURE (DATES TO BE DETERMINED)

Class Number	Position Classification	Wage Steps (\$)						
		1	2	3	4	5	6	7
0201	Clerk 1	1667	1707	1752	1798	1848	1913	
0203	Clerk 2	1730	1772	1824	1874	1929	1997	
0205	Clerk 3	1954	2005	2085	2152	2234	2312	
0207	Clerk 4	2119	2197	2272	2357	2441	2526	
0208	Clerk 5	2357	2441	2533	2625	2722	2817	
0209	Clerk Typist 1	1667	1707	1752	1798	1848	1913	
0211	Clerk Typist 2	1730	1772	1824	1874	1929	1997	
0213	Clerk Typist 3	1954	2005	2085	2152	2234	2312	
0221	Clerk Steno 1	1689	1730	1772	1824	1874	1940	
0223	Clerk Steno 2	1772	1824	1874	1929	1980	2049	
0225	Clerk Steno 3	1954	2014	2085	2152	2234	2312	
0226	Clerk Steno 4	2119	2197	2272	2357	2442	2527	
0282	Admin. Officer 1	2441	2533	2625	2722	2827	2932	
0301	Stat. Clerk 1	1798	1848	1900	1954	2014	2084	
0303	Stat. Clerk 2	2018	2086	2159	2235	2313	2394	
0305	Stat. Clerk 3	2235	2313	2398	2486	2580	2670	
0401	Acctng. Clerk 1	1822	1875	1928	1981	2049	2121	
0403	Acctng. Clerk 2	2051	2123	2197	2275	2356	2438	
0405	Acctng. Clerk 3	2275	2356	2443	2533	2625	2717	
0411	Accountant 1	2526	2622	2717	2819	2929	3039	
0413	Accountant 2	2829	2936	3051	3170	3300	3437	
0415	Accountant 3	3366	3506	3658	3815	3977	4143	
0619	Data Entry Oprtr.	1772	1824	1874	1929	1980	2049	
0620	Sr. Data Entry Oprtr	1900	1954	2014	2085	2152	2227	
1063	Research Officer 1	2357	2441	2533	2625	2722	2827	

01/01/95

SCHEDULE A - Continued: (DATES TO BE DETERMINED)

Class Number	Position Classification	Wage Steps (\$)						
		1	2	3	4	5	6	7
1065	Research Officer 2	2991	3109	3232	3368	3506	3658	
1067	Research Officer 3	3368	3506	3657	3812	3978	4150	
3103	Agric. Specialist 1	2441	2533	2625	2722	2827	2932	
3105	Agric. Specialist 2	3109	3232	3368	3506	3658	3812	
3107	Agric. Specialist 3	3506	3658	3812	3978	4150	4331	
3108	Agric. Specialist 4	3978	4150	4331	4504	4684	4871	
3110	Actuary	4110	4274	4445	4623	4808	5000	
3309	Systems Technician	2369	2462	2558	2658	2762	2864	
3310	Computer Operator	2501	2596	2686	2790	2893	3005	
3311	Tech. k Network Analyst	3081	3200	3329	3461	3607	3761	
	Training Rate	2580	2644					
3312	Systems Analyst 1	3081	3200	3329	3461	3607	3761	
	Training Rate	2548	2644					
3313	Systems Analyst 2	3506	3658	3812	3978	4150	4331	
*3400	Auditor	2464	2550	2639	2731	2824	2926	3026
	(Auditors may only proceed to increments 4 through 7 after meeting the qualifications listed at the end of Pay Schedule A)							
*4100	Senior Fieldpersons	2392	2476	2563	2653	2746	2842	2932
	(Senior Fieldpersons may only proceed to increments 4 through 7 after meeting the qualifications listed at the end of Pay Schedule A)							
4110	Grain Grader 1	13.674/hour						
4112	Grain Grader 2	14.224/hour						
4120	Sales Representative	2021	2092	2165	2241	2319	2400	
9997	Comm. & Info Spec.	3109	3232	3368	3506	3658	3812	
9998	Field Service Trng.	2777	2881	2991	3109	3232	3368	
	<u>Fieldpersons Pay Structure</u>			<u>Per Diem</u>		<u>Hourly</u>		
	Fieldpersons 1			\$104.91		\$13.114		

SCHEDULE A - (Continued: (DATES TO BE DETERMINED))

Fieldpersons 2	109.39	13.674
Fieldpersons 3	113.79	14.224
Fieldperson 3A	116.00	14.500

***Note:** Auditors and Senior Fieldpersons move through the first three steps as outlined in Article 6.6. They can continue to receive increments each year up to Step 7 providing they meet the qualifications listed below for each step:

3400 AUDITOR

Step 4 4 complete classes towards Certificate of Agriculture Program

Step 5 Certificate in Crop Production,
OR
2nd level of Certified Management Accountant program,
OR
Equivalent level of Certified General Accountant

Step 6 Diploma in Agriculture,
OR
3rd level of Certified Management Accountant program,
OR
Equivalent level of Certified General Accountant,
OR
3 years investigative experience including formal
investigative training

Step 7 Related degree

4100 SENIOR FIELDPERSONS

Step 4 4 complete classes towards Certificate in Agriculture program

Step 5 Certificate in Crop Production

Step 6 Diploma in Agriculture

Step 7 Agriculture Degree or Sask. Institute of Agrologist
Membership

1. It is agreed between that:

- (a) Union and Management will participate jointly in the orientation and training of newly appointed **Chairpersons** when necessary.
- (b) 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. This fee will be all inclusive and may be amended from time to time with mutual agreement between the parties.
- (c) The Chairpersons will consist of the following:
 - Ron **Reavley**
 - Graham **Tuer**
 - Fran **Passmore**
- (d) Other Chairpersons may be added to this list by mutual agreement between the parties.
- (e) All Chairpersons shall serve while mutually acceptable to the parties. Their appointments shall continue until one of the parties submits 60 days written notice withdrawing support.

SIGNED ON BEHALF OF THE
SASKATCHEWAN CROP INSURANCE
CORPORATION

SIGNED ON BEHALF OF THE
SASKATCHEWAN GOVERNMENT
EMPLOYEES' UNION

LETTER OF UNDERSTANDING
RE: CONTRACTING OUT

5/1
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 (temporary, casual, permanent, fieldperson) are affected:

1. The union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days notice and an opportunity to discuss any intent to contract out. This does not apply in short-term emergency situations where in-house resources are not available or sufficient.
2. When contracting out of bargaining unit work is done, the employer will ensure no permanent employees with three (3) or more years of seniority will lose employment as a direct result of contracting out.
3. Employees affected will have access to lay-off provisions of the collective agreement.
4. Employees on recall as a result of contracting out will have their names maintained on the re-employment list for two (2) years.
5. Existing historical practices related to contracting work out will not be restricted by this provision. Example: lawyers and consultants.
6. All contracting out arrangements will be reviewed on their expiry to determine the economic feasibility of reducing contracting out.
7. The employer is prepared to receive submissions from employees and the union that would avoid contracting out or present a viable or economic alternative to contracting out.

This Letter of Understanding will expire on September 30, 1997.

SIGNED ON BEHALF OF THE
SASKATCHEWAN CROP INSURANCE
CORPORATION

SIGNED ON BEHALF OF THE
SASKATCHEWAN GOVERNMENT
EMPLOYEES' UNION

1. Definition:

Job Sharing is the voluntary sharing of a permanent position in a structured manner by 2 persons, one of whom is the permanent incumbent of the position.

2. Explanation:

Job sharing is intended to allow a permanent employee to work less than regular full-time hours in their position while maintaining status as a permanent employee. It is intended to better accommodate the hours of work of the employee to their personal needs where this is operationally feasible. Only the permanent incumbent of a position can initiate a request to establish a job share arrangement. Approval of the job share request resides with management; such an approval will be subject to the feasibility of accommodating the request to operating requirements. Once approved by management, such a request must also be approved by the **SGEU** and the corporation.

3. Initiation and Approval:

The proposal to establish a job sharing arrangement is initiated by the employee through an application to his/her immediate supervisor.

Corporation management will review the feasibility of the request against operational needs. Any such requested arrangement must be approved by management and will not be unreasonably denied.

Arrangements that have been approved by management must also be approved by **SGEU** and the corporation.

4. Duration, Renewal, Termination:

An approved job sharing arrangement shall be for a maximum of ~~one~~ (1) year and a minimum of ~~six~~ (6) months.

An existing job sharing arrangement can be renewed for additional periods, each not exceeding one (1) year by following the same steps set out in paragraph 3 as above. - e.g. employee applies, management approves, union approves.

An existing arrangement will end at the end of the agreed term in the absence of agreement to renew. An agreement may be terminated by the participating employee, or the corporation, on thirty (30) working days notice. This notice to terminate will be concurrently provided to the non-permanent employee participating in the job share arrangement.

The notice to terminate the arrangement prior to the agreed term, will also be concurrently provided to the union. By mutual agreement of the parties, the thirty (30) working day notice period may be waived.

5. Staffing the Shared Position:

The job shared position will be occupied by the permanent incumbent of the position on a reduced time basis.

The permanent incumbent will be allowed to reduce time at work by **working three eight hour days per week** or working **two eight hour days per week**.

The remainder of the job shared position will be filled by a non-permanent employee.

Where, during the term of a work sharing arrangement, the employment of the non-permanent participant terminates, the permanent incumbent may be required to reassume working regular hours pending the appointment of a replacement non-permanent employee. The employer will make this appointment as promptly as possible.

6. Benefits:

Permanent employees who job share shall retain all benefits accumulated prior to the commencement of the job share arrangement. In addition, all benefits and seniority shall continue to accrue, and be expended, on a pro rata basis for permanent employees involved in the arrangement.

7. Reversion Rights:

On the termination of the job share arrangement, the permanent employee will revert to regular full-time hours of the position occupied. Every reasonable effort will be made to find alternate employment for the non-permanent employee of the job sharing arrangement.

8. Work Load:

A job share arrangement is not intended as a means to increase or decrease work load. In establishing a job sharing arrangement, it is expected that the regular work load for the position will be maintained.

9. Conditions of Employment:

The following illustrates the application of the proposed job share arrangement:

Vacation **Leave** will be earned and expended on a pro rata basis. (e.g. employees entitled to 3 weeks vacation working **three days per week** for **12 months would receive 10 days of paid vacation leave.**)

Sick Leave will be earned and expended on a pro rata basis (e.g. employees working three **days per week** for **12 months** would **receive 10 days of paid sick leave.**)

Seniority will be earned on a pro rata basis.

Increments, where applicable, will be earned on a pro rata basis.

Earned Day Off: employees on modified work arrangement will continue to take Friday off within the job share arrangement.

statutory Holidays falling in a pay period will reduce the **hours to be worked** in that pay period by **5 hours 20 minutes** where an employee has elected to **work three days a week and 3 hours 33 minutes** where an employee has **elected to work two days** a week.

Overtime will be paid for hours worked on assigned days of rest, earned days off, or designated holidays.

NOTE: The permanent incumbent in a job share arrangement will not be required to work hours in excess of the agreed upon **reduced hours** of the work arrangement.

10. Pensions, Group Life and Dental Plan

Public Employees Superannuation Plan (Old Plan): Employee will make pro rata contributions relative to time worked.

Public Employees Superannuation Plan (New Plan): Employee will make pro rata contributions relative to time worked which is matched by the employer. The employee may also make voluntary contributions, not matched by the employer, up to those limits specified by Revenue Canada.

Dental Plan: pro rata coverage will be provided in accordance with time worked.

Group Life: coverage of previous full-time salary (subject to any retroactive increases) for a maximum of 2 years.

Note: Definition of non-permanent means an employee participating in a job sharing arrangement who is not the incumbent.

SIGNED ON BEHALF OF THE
SASKATCHEWAN CROP INSURANCE
CORPORATION

SIGNED ON BEHALF OF THE
SASKATCHEWAN GOVERNMENT
EMPLOYEES' UNION

APPENDIX **D**

LETTER OF UNDERSTANDING

RE: COMPLAINT MECHANISM

RACIAL, ETHNIC, PERSONAL AND GENDER HARASSMENT

14/1
The parties agree to develop a mutually agreed corporation Policy for a Complaint Mechanism **Re:** Racial, Ethnic, Personal and Gender Harassment. Such Policy will be amended only through mutual agreement.

SIGNED ON BEHALF OF THE
SASKATCHEWAN CROP INSURANCE
CORPORATION

SIGNED ON BEHALF OF THE
SASKATCHEWAN GOVERNMENT
EMPLOYEES' UNION

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

- * a temporary employee who is backfilling a permanent position where the incumbent is on leave of absence/secondment
- * a temporary employee is assuming duties of a job share
- * where an employee is on temporary reclassification and whose home position is being filled by a temporary employee
- * where an employee is occupying 2 positions, the count will be for each position, not combined
- * a special/temporary project which extends beyond 468 days in a 27 month period
- * where excess/out of the ordinary workloads, i.e. back to back high claim years (to be reviewed in 3rd year to determine if a layoff has occurred) (6 months after 27th month)
- * where an employee is replacing another employee who is on Long Term Disability during the first 3 years

SIGNED ON BEHALF OF THE
SASKATCHEWAN CROP INSURANCE
CORPORATION

SIGNED ON BEHALF OF THE
SASKATCHEWAN GOVERNMENT EMPLOYEES
UNION

APPENDIX F

SUPERSEDING LETTER *OF* UNDERSTANDING
RE: EYEGLASS REIMBURSEMENT PLAN - V.D.T. USERS

The parties agree to implement a reimbursement plan for Saskatchewan Crop Insurance Corporation (SCIC) employees based on the following criteria:

- 1) Six thousand two hundred dollars (\$6,200) per year beginning January 1, 1993 will be placed in a special fund for the purposes of reimbursing SCIC in-scope employees for eyeglass lenses and frames or contact lenses.
- 2) Employees eligible for reimbursement must have achieved seniority status in their position (upon first being hired) and must work an average of fifteen hours per week on a video display terminal.
- 3) Eligible employees shall qualify once every two years to be reimbursed for up to one hundred fifty dollars (\$150) for lenses or **frames** upon submission of the proper form and receipts.
- 4) Applications will be processed chronologically. In no case will disbursements under this plan exceed the monies available.
- 5) A committee consisting of two union representatives will administer the plan. Human Resources Division will arrange for reimbursements, Requests for reimbursements will not exceed the monies available.
- 6) Disputes regarding eligibility, as well as the plan's usage, will be reviewed by the Bargaining Committee. The Eyeglass Reimbursement Committee will recommend any adjustments that may be needed to ensure full plan usage to the Bargaining Committee and Human Resources.
- 7) While this program is in effect any funds, to a maximum of \$6,200, remaining at the end of each calendar year will carry over with no interest to the next calendar year.
- 8) In the event of disbandment of the program, any monies remaining in the account will revert to the corporation.

SIGNED ON **BEHALF** OF THE
SASKATCHEWAN CROP INSURANCE
CORPORATION

SIGNED ON BEHALF *OF* THE
SASKATCHEWAN GOVERNMENT EMPLOYEES'
UNION

(THIS LETTER OF UNDERSTANDING WILL NOT COME INTO EFFECT UNLESS INCLUDED IN FINAL NEGOTIATIONS ON MONETARY ITEMS)

The parties agree to implement a Union Education Plan for Saskatchewan Crop Insurance Corporation (SCIC) employees based on the following criteria:

- 7000
62D
1
p. 13
1. Six thousand, two hundred dollars (\$6,200) per year beginning January 1, 1997, will be placed in a special fund for the purpose of the education of SCIC union employees in regards to the collective agreement and leadership development. The corporation will be provided with an outline of the anticipated development activities at the beginning of each year.
 2. The union shall maintain financial records of monies received by and disbursed from the fund. The union shall ensure that arrangements are made to have all financial records and transactions available to the corporation upon request. The corporation may have all financial transactions and records audited by the corporation's external auditors.
 3. The corporation shall be authorized to question the specifics of an expenditure and the union shall ensure that all disbursements from the fund conform to the purpose described in paragraph 1, above. Within thirty days of the end of the fiscal year, the union shall provide the corporation with a financial statement certifying that all expenditures made from the fund were in accordance with the fund and used exclusively for the purposes outlined in 1, above.
 4. The Union Bargaining Committee will administer the plan and shall, on an annual basis, provide a summary to all SGHU members and to the corporation upon request.
 5. While this program is in effect, any funds, to a maximum of six thousand, two hundred dollars (\$6,200) remaining at the end of each calendar year, will carry over to the next calendar year. Any funds over and above the \$6,200 will revert to the corporation.
 6. In the event of disbandment of the program, any monies remaining in the account will revert to the corporation.

Signed on Behalf of the
SASKATCHEWAN CROP INSURANCE
CORPORATION

Signed on Behalf of the
SASKATCHEWAN GOVERNMENT EMPLOYEES
UNION

The Union and the Saskatchewan Crop Insurance Corporation agree to the implementation of an Employment Equity Plan and the corporation commits to the necessary expenditures required for implementation. This plan depends on a commitment of positive action on the part of management and the union and on the involvement of designate groups.

TO accomplish this objective the parties agree as follows:

- 1) To establish a Joint Committee composed of equal representation from the union and management. This committee will be established within twenty-eight days of the signing of this agreement. The parties will endeavour to achieve equitable designate group representation.
- 2) The Joint Committee will be charged with the responsibility for designing, implementing, monitoring, and assessing the success of the plan.
- 3) The Joint Committee is charged with the responsibility of considering all barriers to equity.
- 4) The Committee will consider strategies to address barriers to equity, and where necessary, will refer particular strategies to their respective principals for negotiation/ratification.
- 5) The designate groups, as referred to above, are:
 - people of aboriginal ancestry
 - people with disabilities
 - women
 - visible minorities
- 6) The committee must obtain approval of the plan by the respective parties and will then jointly seek the approval of the Saskatchewan Human Rights Commission.

This agreement shall remain in force and effect unless written notice to re-negotiate is given by either party at least 90 (ninety) days in advance.

STAT- **OF** PRINCIPLES

EMPLOYMENT EQUITY

The parties are committed to the concept of employment equity and the development and implementation of an Employment Equity Plan. We agree to enhance employment opportunities and equality of treatment for persons of aboriginal ancestry, persons with disabilities, women, and members of visible minority groups.

The joint Employment Equity 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.

To this end, the Committee will develop specific strategies to deal with the general under-representation in the workplace of persons of aboriginal ancestry, persons with disabilities, women in non-traditional occupational areas, and members of visible minority groups.

The Employment Equity Plan and the initiatives therein will be consistent with any applicable Acts and the bargaining unit's Collective Agreement.

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.

TERMS OF REFERENCE FOR THE

JOINT **EMPLOYMENT** EQUITY COMMITTEE

Develop an Employment Equity Plan which:

- impacts on in-scope and out-of-scope employees and positions;
- identifies and refers any changes needed to the collective agreement to the respective parties for negotiation and ratification; and
- contains a structure for plan implementation, evaluation and revision that:

involves the union, involves the corporation, ensures ongoing monitoring and evaluation of the plan, and includes realistic goals and time frames.

Provides for input by interested individuals and designate groups. 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.

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:

- educational and awareness programs;
- that the Letter of Understanding **Re: Education and Awareness of Sexual Harassment and Racism** in Appendix M of the collective agreement will constitute a term of reference for this committee;

- support mechanisms;
- training and development programs;
- special recruitment and promotional mechanisms; and
- special accommodations for persons with disabilities.

Conduct research and analysis as is necessary to develop and monitor the plan.

SIGNED ON BEHALF **OF THE**
SASKATCHEWAN CROP INSURANCE
CORPORATION

SIGNED **ON BEHALF** OF THE
SASKATCHEWAN GOVERNMENT
EMPLOYEES' UNION

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 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.

Grievance% 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, eg. group grievances**
- * **Grievance mediation is appropriate where there are a range of possible solutions to the concerns raised in the grievance.**
- 6 **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) 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 Division and the spokespersons for union and management. Additional persons may attend by mutual consent.
- * Mediation will normally occur at the worksite or at the union or employer's premises. The parties will jointly share the costs of mediations.

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 Division, provides additional detail 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 his/her 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 position, 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 3 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, ie. 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, eg.

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 he/she 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 day are two.**

- * **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 Arbitrators
- **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, **eg. 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** 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 24 through 27.3 of the Collective Agreement.**

By mutual agreement, the parties may agree to a single Arbitrator.

**Reassurance: Continuous Bargaining,
Addressing and Revisiting Issues**

The parties are **committed** to establishing a new working **relationship** and to problem solving throughout the term of the **collective agreement**.

- * The **parties** agree to address all issues **and revisit** provisions contained in the **collective agreement** to resolve matters of **concern**.
- * These undertakings do not mean that all issues will be resolved. Rather, the commitment is to seek resolution in good faith.
- * Any proposed changes to the collective agreement that result from the foregoing negotiations must be approved by the principals of the parties.

Effective from February 1, 1996 to the signing of the agreement, permanent employees whose jobs are abolished, resign and accept severance may access the Career Assistance Options. The maximum value of Career Assistance shall be \$5,000.00 calculated on the basis of \$1,000.00 for every 2 years of service, prorated for partial years. This option ends after one year from the date of layoff-

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. 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 Counselling and Job Placement

Career counselling and job placement to a maximum of \$5,000.00 will be provided by any one of a number of companies and can be accessed for one year from the date the employee's position is abolished.

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

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

Human Resources Division 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 Division 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 year period commencing the date the employee's position is abolished.

Upon notification by employees of the educational institution they will be attending, Human Resources Division 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 year period commencing the date the employee's position is abolished.

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 year period commencing the date the employee's position is abolished.

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 1 week's salary for every year worked to a maximum of 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 5 weeks salary or \$3,000.00.

Agreed on behalf of the
Saskatchewan Crop Insurance
Corporation

Agreed on behalf of Saskatchewan
Government: Employees Union

The parties to this letter of understanding agree to the following;

1. To follow the principles contained in the letter of understanding (Appendix Y) in the agreement between the Government of Saskatchewan and the Saskatchewan Government Employees' Union (October 1, 1994 to September 30, 1997) in the development of a new Saskatchewan Crop Insurance Corporation classification plan.

Those principles are:

- a) Purpose
 - b) Equal pay for work of equal value
 - c) Definitions - to be developed after educationals
 - d) Joint union/management committee(s) -- size and roles to be defined after education
 - e) Forms used - determined after educationals
 - f) Style of plan - final decision on style of plan after education.
 - g) Implementation
2. The joint classification committee will develop their own guidelines and processes following the above principles outlined in #1 after receiving educationals and any additional information required.
 3. The parties will agree to the size of the committee(s) after the educationals with equal representation from both parties. Initially, the committee will consist of three representatives each from management and the union with a minimum of 50% female representation.
 4. The plan will be implemented by September 30, 1997, with the intent of having the plan developed by December 31, 1997.

Agreed on behalf of the
Saskatchewan Crop Insurance
Corporation

Agreed on behalf of Saskatchewan
Government Employees Union

ALLOWANCES

The following are the Articles from the PSC/SGEU Collective Agreement dated October 1, 1991 to September 30, 1994, which describe the allowances for travel as established between the Public Service Commission and the Saskatchewan Government Employees' Union.

73. Accommodation and73.1 On Government Business Within the Province X

When accommodation and/or meals are not provide,! by the Department, employees shall be allowed expenses on the following basis when away from headquarters on **authorized** government business:

73.1.1 Accommodation

73.1.1.1 Hotel - actual and reasonable charges supported by a receipt. Charges in excess of such amount as may from time to time be determined by the Chairman must be approved by the Permanent Head.

73.1.1.2 An amount of \$15.00 per night (no receipt necessary) will, be paid for accommodation in private residences or in private trailers.

73.1.1.3 Amounts in excess of \$15.00 per night for accommodation in private residences will be accepted only when accompanied by a receipt and a signed statement from the employee that no other accommodation was available.

73.1.2 Meals

73.1.2.1	Ordinary:	(7% GST) included
Per diem allowance	\$23.00	(\$24.61)
For partial days:		
Breakfast	5.65	(6.05)
Dinner	7.35	(7.86)
Supper	10.00	(10.70)
Effective April 1, 1996		
Per diem allowance	\$25.00	(\$26.75)
For partial days:		
Breakfast	6.00	(6.42)
Dinner	8.00	(8.56)
supper	11.00	(11.77)

Note: Employees are to be reimbursed the approved meal rates plus the Goods and Services Tax. (The rates including the 7% **GST** are subject: to change if the **Goods** and Services Tax rate changes.)

73.1.2.2 In places "Beyond Road's End": Actual and reasonable meal charges supported by a receipt.

Note: "Beyond Road's End" means any point not accessible by wheeled vehicle at which meals are available from a commercial establishment. Winter "tote" roads shall not be considered as roads.

Where receipts are not available for whatever reason, the employee shall be entitled to claim on the basis of "Ordinary" meals rates as described in 73.1.2.1

73.1.2.3 On Trains: Actual and reasonable charges.

73.1.3 Temporarily Away from Headquarters More Than 30 Days

73.1.3.1 In those instances when it is known in advance that an employee will be temporarily stationed at a point away from her headquarters for a period in excess of thirty calendar days, she shall be paid as follows:

73.1.3.2 On the basis of the regular allowances for that number of calendar days up to but not exceeding seven during which she has not been able to secure a permanent accommodation.

73.1.3.3 For the balance of the time at a monthly rate to be negotiated in each instance between the union and the Permanent Head, or her designate.

73.1.4 Meal Allowance Not To Be Claimed

73.1.4.1 No claim for a meal allowance may be made for:

- (a) breakfast, if the time of departure is later than 7:30 a.m., or the time of return is earlier than 8:30 a.m., or
- (b) dinner, if the time of departure is later than 11:30 a.m., or the time of return is earlier than 12:30 p.m., or
- (c) **supper**, if the time of departure is later than 5:30 p.m., or the time of return is earlier than 6:30 p.m.

73.1.4.2 Notwithstanding the above, an employee **authorized away** from headquarters after 5:30 p.m. and having worked six hours after 5:30 p.m. at regular rates, will be eligible for a dinner meal allowance. No allowance will be paid to employees on overtime rates, nor shall more than three meals be claimed for in one day.

73.1.4.3 Not applicable to Saskatchewan **Crop Insurance Corporation**.

73.1.5 Charges Incurred for Other Items

Actual and reasonable charges for such items as taxis, off-street parking, storage of Government cars (when travel away from headquarters by Government car is **authorized** by the agency concerned), telephone, telegraph, gratuities, laundry, dry cleaning and valet service. For all of the above charges except gratuities, and taxis, of \$4.00 and under, receipts are required. Employees shall be guided by a schedule of standard charges (Appendix Q).

73.1.6 Not Applicable to Saskatchewan Crop **Insurance** Corporation

73.1.7 Not Applicable to **Saskatchewan** Crop **Insurance** Corporation

73.1.8 Flin Flon and Lloydminster

Flin Flon and Lloydminster shall be regarded as within the Province for the purposes of this Section.

73.2 On Government Business Outside the Province X

73.2.1 Accommodation

Actual and reasonable charges supported by a receipt.

73.2.2 Meals

a)	Ordinary:	(7% GST included)
	Per diem allowance	\$30.00 (\$32.10)
	For partial days:	
	Breakfast	7.00 (7.49)
	Dinner	8.00 (8.56)
	Supper	15.00 (16.05)

Effective April 1, 1996

Per diem allowance	\$34.00	(\$36.38)
Breakfast	8.00	(8.56)
Dinner	9.00	(9.63)
Supper	17.00	(18.19)

Where a charge is made for a banquet, it will be in lieu of the meal involved.

Note: Employees are to be reimbursed the approved meal rates plus the Goods and Services Tax.

b) On Trains: Actual and reasonable charges.

73.2.3 Charges Incurred for Other Items

Actual and reasonable charges for such items as taxis, off-street parking, storage of Government cars (when

travel away from headquarters by Government car is authorised by the agency concerned), telephone, telegraph, gratuities, laundry, dry cleaning and valet service. For all of the above charges except gratuities, and taxis of \$4.00 and under, receipts are required. Employees shall be guided by a schedule of standard charges (Appendix Q).

73.3 Travel on Trains In and Out of the Province

Actual expenses of fare and standard lower berth or roomette if necessary. A receipt must be submitted for roomette accommodation.

73.4 Travel on Government Business Outside Canada

73.4.1 Meal Rates

Employees on Government business outside of Canada will be covered by Federal Government meal allowances. Copies of the rates can be obtained from the Public Service Commissior.

73.4.2 Hotel Accommodation

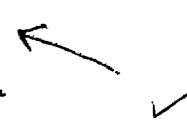
Actual and reasonable charges supported by receipt as approved by the permanent head.

74. Reimbursement For Use of Privately Owned Vehicles on Government Business

74.1 On a Continuing Basis

Employees who are required to use a vehicle on a continuing basis for government business and agree and/or opt and are authorized to use a privately owned vehicle for such business shall be paid a kilometer allowance as follows:

<u>Kilometers</u>	<u>Effective October 1, 1994</u>
<u>Ordinary</u>	<u>North of 54th Parallel</u>
28.38¢ /km	30.56¢/km



74.2 Incidental Usage

Employees who have not agreed under Article 74.1 to use their vehicles on a continuing basis and who are authorized on an incidental basis to use privately owned vehicles for government business shall be paid an allowance as follows:

- a) Car - subject to a minimum allowance of \$3.00 per day, \$1.50 per hour (prorated for shorter periods) for actual usage to a maximum of \$6.00 per day or 28.38¢/km, whichever is the greater.

- b) Truck - subject to a minimum allowance of \$3.00 per day, (½ or ¾ ton) - \$2.00 per hour for actual hauling time to a maximum of \$7.00 per day, or 30.13¢/km, whichever is the greater.
- c) Truck (1 ton) - \$2.25 per hour for actual hauling time to a maximum of \$7.00 per day or 30.13¢/km, whichever is the greater.
- d) Utility Trailer - \$1.00 per hour for actual hauling time.

74.3 Review of Kilometer Allowances

- 74.3.1 First Review - effective ~~April 1, 1996~~ the rate applicable to ordinary kilometers shall be adjusted by an amount which, subject to 74.3.2, is the same percentage as ~~was~~ the percentage change in the average of the Regina and ~~Saskatoon~~ Private Transportation indexes as published by Statistics Canada for ~~February, 1996~~ over ~~October, 1994~~.
- 74.3.2 The amount yielded by the procedure set out in 74.3.1 will be rounded to the nearest one-hundredth of 1 cent.
- 74.3.3 Second Review - the date of ~~October 1, 1996~~ shall be substituted for ~~April 1, 1996~~ and the month of ~~August, 1996~~ shall be substituted for ~~February, 1996~~ where they appear in 74.3.1.
- 74.3.4 Third Review - the date of ~~April 1, 1997~~ shall be substituted for ~~April 1, 1996~~ and the month of ~~February, 1997~~ shall be substituted for ~~February, 1996~~ where they appear in 74.3.1.
- 74.3.5 Adjustments applicable to rates in 74.1 for ordinary kilometers shall also apply to kilometers north of the 54th parallel and to kilometer rates in 74.2.
- 74.3.6 The adjustments, if any, derived through the application of 74.3.1, 74.3.3 and 74.3.4 shall be applied to the ~~October 1, 1994~~ rates set out in 74.1 and 74.2.

APPENDIX "Q"

RE: Schedule of Standard Charges - Incidental Travel Expenses

Pursuant to Part 1, Article 73.1.5 and 73.2.3, this schedule is provided as a guide to employees and supervisors with respect to charges incurred while travelling on government business.

Standard Charges:

1. Laundry - charges are allowable for employees, who are absent from headquarters for a period in excess of seven consecutive calendar days. Receipts are required.
2. Valet Services - not allowable.
3. Dry Cleaning - allowable only when incurred under exceptional circumstances away from headquarters. The need for dry cleaning must be identified on the expense form and receipts are required.
4. Gratuities -
 - a) Hotel - not allowable
 - b) Meals - \$2.00 for each full day or \$1.00 for a partial day is allowable. Full day allowance will only apply when a claim is made for breakfast, dinner and supper.
5. Incidentals - **Effective April 1, 1996, employees** who are **away** from headquarters overnight **shall be allowed to claim \$2.00 per overnight stay.**
6. Parking - employees working away from their headquarters building, and using either a C.V.A. or private vehicle, may recover parking charges as follows:
 - (a) 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.
 - (b) If off-street parking is not available, actual costs of metered parking may be charged, to a maximum of \$4.00 per day.
 - (c) The procedure for claiming reimbursement shall be in accordance with the attached instruction issued by the Comptroller's Office (**not applicable to Saskatchewan Crop Insurance Corporation**).
7. Telephone - whenever possible, employees should call collect, charge the call to the agency telephone number or **utilize** the agency's telephone credit card. If not possible, charges for business calls are allowable, supported by receipt (if available), name of party called and reason for call.
8. Telegrams - should be sent collect where possible; otherwise, charges for business telegrams are allowable, supported by receipt.
9. 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 headquarters. Receipts are required for charges in excess of \$4.00.

10. Other Expenses - occasionally, employees will incur exceptional expenses in connection with the conduct of government business. Such expenses may be allowable if detailed on the expense form, supported by receipts, and authorized by the permanent head. The decision of the Comptroller's Office, Department of Finance, will be final in all cases. **(Last sentence of item is not applicable to Saskatchewan Crop Insurance Corporation.)**

APPENDIX M

LETTER OF UNDERSTANDING

**RE: EDUCATION AND AWARENESS OF SEXUAL
HARASSMENT AND RACISM**

The employer **recognizes** the need for employee awareness and education in the areas of sexual harassment and racism and commits to provide workplace **educational**s for all employees during the term of this agreement.

The parties agree to establish a joint Union/Management Committee which will have the responsibility for determining the availability of educational materials and/or presenters. The Committee will co-ordinate the presentation of such material to employees.

SIGNED ON BEHALF OF THE
SASKATCHEWAN CROP
INSURANCE CORPORATION

SIGNED ON BEHALF OF THE
SASKATCHEWAN GOVERNMENT
EMPLOYEES' UNION

The parties agree to implement the following adjustments:

DISTRIBUTION	TOTAL PROJECTED COST	%
Range adjustment - Senior Fieldperson	\$ 21,168	0.22%
Range Adjustment Clerical Employees	90,916	0.93%
TOTAL	\$112,084	1.15%

Further the parties agree to:

1. Research, by December 31, 1996, the feasibility of providing an extended health care and vision plan whose cost would not exceed 1.85% (\$180,285).
2. Should an extended health care and vision plan not be feasible, or agreed upon, the remaining monies (\$180,285 (1.85%)) will be applied to wages and an union education fund *pg 72.*
3. The effective dates of implementation will ensure that the above will not exceed the cost to the corporation as outlined in the Schedule - Pay and Benefits Package, Page 58.
4. Should an extended health care and vision plan be implemented, Appendix F - Superseding Letter of Understanding Re: Eyeglass Reimbursement Plan will become null and void and be replaced with a new Appendix F - Union Education Fund. The \$6,200 referred to in the Eyeglass Reimbursement Plan will be transferred to the Union Education Fund. The parties recognize this is not a new cost to the employer and is not part of the Pay and Benefits Package contained in Page 58.

A letter of understanding outlining how and when the above monetary issues are to be dealt with will be finalized by December 31, 1996.

SIGNED ON BEHALF OF THE
 SASKATCHEWAN CROP INSURANCE
 CORPORATION

SIGNED ON BEHALF OF THE
 SASKATCHEWAN GOVERNMENT EMPLOYEES
 UNION