ARTICLES OF A

COLLECTIVE BARGAINING

AGREEMENT

between

THE SASKATCHEWAN CROP INSURANCE CORPORATION

and

THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

October 1, 1997 to September 30, 2000

(Three Year Agreement)

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BETWEEN

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

OF THE FIRST PART

AND

THE SASKATCHEWAN GOVERNMENT & GENERAL 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 co-operation and understanding 'between the corporation and the employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and 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:

- "Union" means the Saskatchewan Government & General 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:

1.2.15.1 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, Information Technology

Executive Manager, Corporate Relations

Executive 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 Admmistration Executive Manager, Planning and Development Executive Manager, Human Resources Executive Manager, Audits

- 1.2.6.2 All non-permanent (temporary, casual, fieldpersons) employees who have worked less than thirty (30) days.
- 1.3 "Occasion" means any day or part day for those employees described, in Article 1.2.3.
- "Corporation" means the Saskatchewan Crop Insurance Corporation.
- "He", "his", "him", "she", "her", or "hers" includes a reference to persons of the opposite gender wherever the facts or context so require.
- "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. <u>UNION RECOGNITION</u>

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

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.

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 g-rounds 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. <u>EQUAL PAY FOR EQUAL WORK</u>

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

4. <u>MAINTENANCE OF MEMBERSH</u>IP

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 calendar 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. CHECKOFE

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 19.1%. 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.

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,

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

- The corporation will provide educationals 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 October 1, 1997, and other dates as agreed upon.
- 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.

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 <u>In-Hiring At Minimum Rates In The Scales</u>

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

When a temporary employee successfuly 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) calendar 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 speciality 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 <u>Payment Periods</u>

- 6.5.11 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) calendar days of the corporation cut-off 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 Annuale ments

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 1, 2, 3; Research Officer 1, 2, 3; Agricultural Specialist 1, 2, 3, 4; Communications & Information Specialist; Field Services Training Specialist; Auditor; Systems Technician; Actuary; Systems Analyst 1, 2,3; Technical and Network Analyst 1, 2, 3; Computer Operator; Field Supervisor and Credit and Collection Officer

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.

- 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 withingrade-step increase shall be received on the anniversary date of such promotion, subject to clause 6.8 of this article.
- An increment may be withheld by the corporation on a recommendation of a Division Head 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.

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 or 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 1,2,3; Technical and Network Analyst 1,2, 3; Computer Operator; Field Supervisor and Credit and Collection Officer

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

On the promotion of a permanent employee, a salary increase of eight (8%) percent applied to the hourly 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 (I 0%) 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 6.62.

- 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 (13) 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 <u>Demotion (Voluntary) and Involuntary)</u>

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 a 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.

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:

- 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.
- 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 <u>Temporary Assignment of Higher Position Duties</u>

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

- 6.11.2.1 If the: assignment is for ninety (90) continuous calendar days or less, the employee shall receive payment in. accordance with Article 6.11.3 (Temporary Performance of Higher Position Duties TPHD). If the assignment continues for more than ninety (90) calendar days, the TPHD assignment may be extended for not more than thirty (30) calendar clays 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 calendar days, the provisions of Article 6.11.5 shall apply
- 6.111.2.2 'The following rules for hours of work and payment, while temporarily performing higher level duties shall apply:
- 6.111.2.3 (a) Employees shall work the hours of work designated for the higher level position;
 - b) There shall be no change to the employee's home work cycle or earned day off entitlement prior to the employee completing that cycle, at which time the employee shall enter into the work cycle and earned day off entitlement of the

higher level position. On completion of the higher level assignment, the employee shall immediately return to the work cycle of the home position. There shall be no prorating of the earned day off entitlement when entering into the higher level position work cycle or when returning; to the home position work cycle.

While temporarily performing higher duties in an out-of-scope position, employees shall only earn over-time based on their home salary and not on the temporary performance of higher duties salary.

6.11.2.4 Temporarily Reclassified to an Out-of-Scope Position

In-scope employees temporarily reclassified to an out-of-scope position shall work such hours as assigned by management. No monetary payment will be paid for overtime. The employee will be entitled to earned days as per management hours of work. This time is to be taken at times authorized by the General Manager or designated supervisor, but must be taken prior to the employee returning to his home position. If the days are not taken by March 3 1 while in the assignment the days will be forfeited

Compensation premium will be based on the number of days (compensative) actually worked in the higher position over the number of work days in the pay period.

6.1 1.3 Temporary Performance of Higher Duties - TPHD

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.
- 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.

- 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.
- 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.

6.11.5 Temporary Reclassification

Any temporary assignment of higher duties over ninety (90) continuous calendar 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 employees salary on temporary reclassification shall be adjusted in accordance with Article 6.8 (Promotion).
- 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 6.1.1.5.2 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 <u>Overtime</u>

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:

- 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.
- 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.
- 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 employees 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 listed 'below:

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

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 3 1.
- 7.1.I.I 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 clay 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 clay 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.
- 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 6.1.2.1 and 6.12.2.

7.3 Flexible Start and Stop Times

- 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 hour lunch break.

'7.4 Field Supervisors. Auditors and Credit and Collections Officers

- 7.4.1 Notwithstanding the provisions of Articles 7, 7.1,7.2, '7.3 and 7.5, field supervisors and auditors and. credit and collections officers shall be unregulated within any working day or series of working days.
- The hours of work for field supervisors, auditors and credit and collections officers 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., 6.12.2,612.3 and 6.12.4, be paid at the rate of time and one-half.
- 7.4.3 Time in Lieu of Overtime (Field Supervisors, Auditors and Credit and Collections Officers)

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 employees 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 will normally be 8:00 a.m. to 5:00 pm. 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 6.1.2.

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 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.
- 7.5.2.4 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 working 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.
- 7.65 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 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.
 - Effective February 1, 1999, a special shift differential of \$1.00 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.

- 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).
- 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.

- 8.14 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:
 - 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 reason. 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.
- 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.
- For in-scope employees who were appointed out-of-scope prior to December 3 1, 1995, their two (2) year period will commence effective January 1, 1996. In-scope employees appointed out-of-scope after December 3 1, 1995 will have their two (2) year period commence the date of their appointment.

9. <u>NOTICE OF VACANCY OR NEW</u> 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.
- 9.1.1. When the corporation requires employees to fill temporary positions that are anticipated to 'be of more than forty (40) working 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) working days, the position will be posted.

9.1.2 Effective April 1, 1996, if a temporary position extends past twenty-seven (27) months and the incumbent has worked a total of 468 (463 if the incumbent is earning four weeks vacation, 458 if the incumbent is earning five weeks vacation, and 453 if the incumbent is earning six weeks vacation) 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, and to deal with occasions where the corporation is able to accommodate requests by educational institutions to provide unpaid work experience, 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 reemployment list for the position(s) for which the appointment is being considered.
- When a vacancy occurs, or a new position of a permanent nature is created, prior to an appointment being made thereto, a notice advertising the position. and inviting applications shall be 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.
- 9.2.1 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.

9.2.2 Notwithstanding Article 9.2.1, the corporation may fill a position in the same classification, locality and work unit from a competition which closed within the previous three months without readvertising providing there are qualified candidates. The corporation may fill a position in the same classification, locality and work unit -without readvertising from a competition which closed between three months and six months with the agreement of the union and providing there are qualified candidates. A competition will be deemed closed when the position has been offered and accepted.

9.3 <u>Selection Process</u>

- 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, 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) working clays 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 All grievance appeals to be heard under this article shall be filed with the corporation within twenty-one (21) calendar days of the date on which the corporation informed the employee of their selection under article 9.3.2 above. All applicants; can grieve non-appointment, however only one grievance per position can proceed beyond Step 2 of the grievance process.
- 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 non-permanent m-scope positions in Head Office and all permanent in-scope positions. For the filling of non-permanent m-scope field positions, the union has the right to observe the preliminary assessment panel. The corporation shall compensate the union representatives 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

- 9.4.1 If excluded positions are not filled by internal transfer or reclassification, vacancies or new positions created outside the scope of this agreement will be posted and contain the following information:
 - (a) class title, (b) department
 - (b) department and locality,
 - outline of primary duties and responsibilities, and
 - (d) 'qualification requirements.
- 9.4.2 Notwithstanding Article 9.4.1, advertisement of any positions at the executive management level, or above, may or may not be posted. If they are not posted, the corporation. will provide the reasons to the union.
- 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; Field Supervisor; Technical and Network Analyst 1,2, 3; Systems Analyst 1,2, 3; Computer Operator; Credit and Collection Officer,

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 employer: for up to six (6) additional months.

9.6 <u>Probation on Promotion</u>

- 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.
- 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 al: 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. <u>ALLOWANCES</u>

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 & General 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 ofherself and her dependents, plus sustenance for herself at the raters as established between the Public Service Commission and the Saskatchewan Government & General Employees' Union.

1.0.3 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.

- Field Supervisors, Fieldpersons and Auditors shall be reimbursed for towing to a maximum of \$40 per incident if work related. Receipts are required.
- Auditors, Field Supervisors, and Fieldpersons shall be paid at the Public Service Truck rate as amended from time to time by the Public Service Commission and SGEU. 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 \$1 per day for each day worked adjusting, to a maximum of \$25 per month for cellular phone expenses. Customer Service Offices will have access to a Fieldpersons cellular number before the fieldperson is eligible to claim this expense.

11. CLASSIFICATION APPEAL

11.1 Office<u>Copy</u>

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.
- 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:
- 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 OCCUPATIONAIL RESTRUCTURING:

'When as the result of an organizational or occupational restructuring, a position is reallocated, the employee shall, within ten (10) working 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 25 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**

- 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.
- 1.3.3 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 r-e-employment list, she will advance through the steps of the range retained herein,
- If a permanent position is reclassified to an out-of-scope classification, the incumbent may elect to accept the position or to access their bumping rights as though their job was abolished, as per Article; 14. Employees choosing this option shall not be considered to have: been laid. off for the purpose of the sixty (60) days written notice requirement.

1 4 JOB ABOLITION, TEMPORARY LAYOFF AND RECALL

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

- 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:
- 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.
- Temporary employees who have acquired seniority in accordance with Article 8.1.3 shall be laid off according to seniority by class, division and location.
- 14.3 Permanent/Probationary Employees Job Abolition

- 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:
 - 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 Arbitrators 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.

- 14.35 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
- 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
- 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 be 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
- Bumping rights will 'be exercised in order within each stage and the order of bumping shall be:
 - 1 st: 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:
 - To bump in the employee's own class, own division and own locality;
 - 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:

- To bump laterally within a series of classes having the same maximum hourly rate of pay for which the Joint Committee has determined the employee to be qualified in his own locality.
- To bump downward in a series of classes for which the Joint Committee has determined the employee to be qualified in his own locality.

To bump within his own class in another locality.

- To bump laterally within a series of classes having the same maximum hourly rate of pay for which the Joint Committee has determined the employee to be qualified in another locality.
- 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

C)

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

- To bump laterally within a series of classes having the same maximum hourly 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 hourly 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 at the Optional Stage

- 14.3.1.0.1 If the employee is not offered a position after having proceeded through all stages of bumping, he may go on layoff 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 hourly 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 sixty calendar days written notice requirement.

14.3.12 Position Abolishment During Probationary Period Other Than Initial Probation Period.

A. permanent 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) calendar days of notice of job abolition.

14.4 <u>Re-employment List</u>

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,
- 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.
- 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) calendar 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.
- The foregoing procedures 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) calendar days notice of any change in its operation which alters the status of any permanent employee. For the purposes of this Article, some status changes could be promotion, demotion, termination, change in headquarters. During these ninety (90) calendar days the union and corporation will discuss the situation for the purpose of retraining for a reasonable period of time or assisting the employees affected to adjust to the effects of the change.

14.7 Severance Pay

- 14.7.1 A permanent employee in either of the following categories:
 - 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 prorated.

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 co-operate in the maintenance of the personnel policy which emphasizes a positive approach to the training, development and constructive guidance in discipline of employees within the scope of their assigned position.

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 <u>Discipline</u>

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.

- Disciplinary measures will be appropriate to their cause and to the principles of progressive discipline.
- In cases of reprimand, suspension and dismissal, the burden of proof of just cause shall rest with the employer.
- 1.5.2.4 Disciplinary documents shall be removed from an employees file after a period of two (2) years unless there are disciplinary documents of equal or greater severity placed on the employees file within the two (2) year period. If the employer requests that documents remain more than two (2) years and the union disagrees, the matter shall be referred to expedited arbitration.

15.3 <u>Dismissal Only for Cause</u>

- 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 1 5.3.1 above to an employee shall be supplied to the union.

16. NOTICE OF RESIGNATION, DISMISSAL, OR DIEMOTION

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 clays' salary in lieu of such notice shall be paid to such employee.

16.2 <u>Resignation of Permanent Employees</u>

A permanent employee shall be required to file written notice with the corporation of her intentions to resign at least thirty (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) calendar 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 <u>Demotion</u>

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. <u>ANNUAL VACATION LEAVE</u>

- 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:
- During an employees' first year of service, such vacation leave shall accumulate from the date of employment to the following April 1st.
- During subsequent years of service, such vacation leave shall accumulate from April 1 st.
- 17.1.3 Every effort will be made to permit the taking of vacation leave between May 1st and October 3 1 st in each. year.
- 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:

Number of Days <u>Credited X 8.0 hours X Annual Salary (\$)</u> 1.872 hours

- 1.7.3.1 An employee who leaves the corporation's service after thirty (30) calendar days but prior to one (1) year where no leave has been g-ranted 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.
- 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.
- 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.
- 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,
- 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 Am employee shall be granted an additional day's vacation for each designated. holiday that may fall within her vacation leave.
- 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
- 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.

- Employees who have completed eight (8) years or more of service with the corporation, or executive government, board commission or crown corporation of the Government of Saskatchewan in the current year shall be entitled to twenty (20) working days vacation leave with pay in the current year and in each and every year thereafter.
- Employees who have completed fifteen (15) years or more of service, at least ten (10) years of which must have been with the corporation, or executive government, board, commission or crown corporation of the Government of Saskatchewan, in the current year shall be entitled to twenty-five (25) working days vacation leave with pay in the current year and in each and every year thereafter.
- Employees who have completed twenty-five (25) years or more of service, at least ten (10) years of which must have been with the corporation, or executive government, board, commission or crown corporation of the Government of Saskatchewan, in the current year shall be entitled to thirty (30) working days vacation leave with pay.

17.14 Definition of Y ears of Services

Years of service for vacation purposes shall also include service with District Health Boards, Boards, of Education in Saskatchewan, University of Saskatchewan, University of Regina, all SGEU bargaining units and service as a paid staff member of SGEU. There shall be no vacation adjustments as a result of the implementation of this Article prior to April 1, 1999. (Service with District Health Boards and Boards of Education in Saskatchewan shall be included for the purpose of the ten (10) year minimum requirement in Articles 17.12 and 17.13.

The onus shall be on the employee to inform the employer of any previous service under this Article.

- 17.15 <u>Vacation Payment for Temporary, Casual Employees and Fieldpersons</u>
- 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.
- 1.7.15.3 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.
- 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:

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6.36% - fifteen (15) days
8.64% - twenty (20) days
11 .00% - twenty-five (25) days
13.44% - thirty (30) days
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- 17.16 A. temporary employee may elect, on initial appointment and thereafter on March 3 1 of each year, to receive regular pay out or banking of vacation pay.
- 17.17 A temporary employee who has chosen to bank vacation pay may be granted advance vacation leave with pay based upon the anticipated duration of employment during the fiscal year.

18. <u>LEAVE FOR ILLNESS OR, OTHER, PRESSING NECESSITY</u>

- 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.
- 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 <u>Drawing on Future Sick Leave Benefits</u>

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 years 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 employees credit at the end of such year, it shall also be applied against any remaining overdrawn sick leave.

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

- 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.
- 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 <u>Transfer of Unused Sick Leaves Credits</u>

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 <u>Jury Duty or Witness</u>

If an employee, 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 employees option, one of the following rnay 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..
- 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. <u>LEAVES OF ABSENCE</u>

19.1 <u>Long Term Disability</u>

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

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:

- By a division head for a period not exceeding three (3 months). Approval of the leave will be reported to the Human Resources Division.
- 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:
- 19.3.1.1. A period not to exceed twelve (12) consecutive months, covering pre-confinement, confinement and post-confinement.

19.3.1..2. In the event of medical complications arising out of pregnancy such that the employee in 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 <u>Paternity Leave</u>

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:

- 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.
- 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 employees 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.
- If a permanent employee vacates his position in order to accompany his spouse who has been relocated **1.0** 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:
 - the corporation may fill the vacated position on a basis other than a temporary appointment; and
 - i.i) 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.

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 <u>Conditions of Leave</u>

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.
- 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, definite leave while on Long-Term Disability, and the first six (6) months of approved education leave shall continue to earn seniority.
- 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 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.
- The following provisions shall apply to definite leaves of absence with pay as granted under subsection 19.12 of this Article:
 - 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
- 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.

- 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 19.9 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.
- 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 1.9.12 (definite leave provisions only), at least fifteen (15) calendar days' notice in writing shall be provided to the employer. Upon return, the employee shall be placed in his/her former position, or an equivalent position.

20. <u>DESIGNATED HOLIDA</u>YS

- 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 1998 will be July 31, 1998.

The floating designated holiday for 1999 will be July 2, 1999.

The floating designated holiday for 2000 will be June 30, 2000.

- 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.
- 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.
- 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

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 Workers' Compensation Act, 1979, the following provisions shall apply.

- Subject to the proviso that the total compensation received by an employee shall not exceed normal earnings (normal earnings are defined as straight time wages for the previous 52 weeks), employees shall be compensated on the following basis:
- From and including the day of injury until not more than one (1) year from the date of injury, the employee shall receive his normal earnings and any benefits payable: from 'Workers' Compensation shall be paid directly to the corporation on behalf of the employee;
- After one (1) year from the date of injury to not more than two (2) years from the date of injury or until the: employees sick leave credits are exhausted, whichever occurs first, the employee shall receive his normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the corporation on behalf of the employee. The difference: between the employees normal earnings and the benefit. payable from Workers' Compensation will be charged against the employees available: sick leave credits.
- After two (2) years from the date of injury or when the employees sick leave credits are exhausted, whichever occurs first, the employee shall receive payments directly from the Workers' Compensation Board only.
- Pending receipt of payments from the Workers' Compensation Board, an employee shall receive normal earnings, provided. however, that the corporation in its discretion, may limit such earnings to the amount of an employees accumulated sick leave benefits as at the commencement of her disability. Proof of disability will be required before such payments are made.

21.5 <u>Employee Status and Benefits</u>

- 21.5.1 From and including the day of injury until not more than two (2) years from the date of injury or the employees 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.
- 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 21.1,2 1.2, 2 1.3 and 21.4, he shall not earn any vacation leave credits.
- After two (2) years from the date of injury or when the permanent employees 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.

- 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.
- 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. <u>INTERPRETATION OF AGREEMENT</u>

22.1 <u>Negotiation</u>

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 <u>Grievance to be Considered</u>

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) calendar 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

<u>STEP 1.</u> 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.

<u>STEP' 2.</u> If the grievance is not adjusted to the satisfaction of the employee or employees concerned, by the employee's Division Head within a period of seven (7) calendar days 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) calendar 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.
- 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.
- 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 <u>Disclosure of Information</u>

The parties to the grievance process shall be required to provide full disclosure of al information available regarding the grievance at each step of the grievance procedure,

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

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

- 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) calendar days of receiving notice of Article 24. The two members of the Board shall, within fourteen (14) calendar days, appoint the third member, the Chairperson, Expenses will be as per Article 22.2.
- 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 <u>Time and Place of Meeting</u>

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) clays after it has been constituted unless by consent of both parties the date is set back.

26.2 <u>Inquiry by Board of Arbitration</u>

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 <u>Mediation by Board of Arbitration</u>

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 <u>Proceedings in Absence of Parties</u>

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. <u>AWARD ('DECISION OF AN ARBI</u>TRATION BOARD)

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.

The decision of:

- i. The majority of the members of an Arbitration Board, or
- ii. Where there is no majority decision, the decision of the Chairperson of the Board shall be the decision of the Arbitration Board.
- The award of the Arbitration Board shall be rendered in writing within fourteen (14) calendar days of the close of the hearings and shall be final (and binding on, both parties. Copies of the report of the Board shall be supplied concurrently to the Chief Executive Officer of the union and the General Manager of the corporation.

28. <u>NIFON</u> A L R S.

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. <u>CROP INSURANCE FIELDPERSONS</u>

29.1 <u>Fieldperson 1</u>

Initial appointment will be at Level 1.

This is considered to be a training level and the probationary period for newly hired fieldpersons.

Upon meeting the required Key Result Areas and objectives, or working 480 hours, whichever occurs first, the corporation shall within 60 calendar 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.

Fieldperson3

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) calendar 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.

29.2 <u>Seniority</u>

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 160 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 (e.g.: amount of work available).

29.4 <u>Training</u>

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 1 vacancies exist, the corporation may establish an eligibility list for this class. It shall contain the names of persons who have passed the Fieldperson 1 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 one year from the date of competition.

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

A minimum of three (3) hours will be paid per call out based upon the employee's regular hourly rate. This would be on the basis of once per day.

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) calendar days of the Head Office cut-off date following the submission of their expense statements. The onus remains on the field employees to promptly submit all time and expense statements.

29.1.0 Job Security

Upon reviewing a fieldpersons 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 <u>Availability for Work</u>

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.

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 <u>Involuntary Transfer</u>

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., 6.1 1., 9.2., 9.3., 9.6.2., 9.9.2., 15.1., 15.2., 15.3., 16.4., 19.1., 1g.%., 19.3., 1.9.4., 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., 232, 24., 25., 26., 27., 30., 31., 32., 33.,34-e, 35., 36, and Appendices 13, D, G, H, I, K, L, and M.

29.16 <u>Classification</u>

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

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

30. <u>MEMO OF UNDERSTANDING</u>

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

3 DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from the first (1st) day of October, A.D., 1997 to the thirtieth (30th) day of September, A.D., 2000, 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. <u>HEALTH AND SAFETY</u>

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.

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 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.

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

Every employee, through consultation with her steward, has this 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 cochairperson of her opinion.

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 reassign 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. <u>Video Display Terminals</u>

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.

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 opthamologist. The results of such examinations shall be forwarded to the OH&S committee.

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.

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

33.5 <u>Corporation-wide Committee</u>

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 - e.g.: 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 <u>Use of Ladders</u>

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

34. RACIAL ETHNIC GENDER AND PERSONAL HARASSMENT

34.1.1 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 <u>Pleasonals s m e n t</u>

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.

- 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.

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. <u>DENTAL PLAN</u>

The employer is a participating employer in the Public 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.

Signed this 26th, of 45th, 1999, in the City of Melville, Province of Saskatchewan, in the presence of:

The Saskatchewan Crop Insurance Corporation, represented by:

The Saskatchewan Government & General Employees' Union, represented by:

Doug Mathies

Louise Sawyer

Donna Bellamy

Stan Benjamin

Terry Dingle

Rokanne Meszaros-Swaney

Doug Taylor Staff

SCHEDULE A SCIC Pay Schedule - October 1, 1997 - 2% increase

CLASS	CLASS	HOURS												
TITLE	NUMBER	OF WORK	< ********	*****	HO	URLY	RATES	******	*****	*****	MON	THLY RA	TES	**********
Clerk 1	0201	36	10.897	11.160	11.455	11.756	12.083	12.506	1700	1741	1787	1834	1885	1951
Clerk 2	0203	36	11.314	11.583	11.923	12.250	12.615	13.058	1765	1807	1860	1911	1968	2037
Clerk 3	0205	36	12.776	13.109	13.635	14.071	14.609	15.115	1993	2045	2127	2195	2279	2358
Clerk 4	0207	36	13.853	14.365	14.853	15.410	15.962	16.519	2161	2241	2317	2404	2490	2577
Clerk 5	0208	36	15.410	15.962	16.564	17.1 6 7	17.795	18.417	2404	2490	2584	2678	2776	2873
Clerk Typist 1	0209	36	10.897	11.160	11.455	11.756	12.083	12.506	1700	1741	1787	1834	1885	1951
Cierk Typist 2	0211	3 6	11.314	11.583	11.923	12.250	12.615	13.058	1765	1807	1860	1911	1968	2037
Clerk Typist 3	0213	36	12.776	13.109	13.635	14.071	14.609	15.115	1993	2045	2127	2195	2279	2358
Clerk ಆಡಾಲ,	0221	36	11.045	11.314	11.583	11.923	12.250	12.686	1723	1765	1807	1860	1911	1979
Clerk Steno 2	0223	36	11.583	11.923	12.250	12.615	12.949	13.397	1807	1860	1911	1968	2020	2090
Clerk Steno 3	0225	36	12.776	13.167	13.635	14.071	14.609	15.115	1993	2054	2127	2195	2279	2358
Clerk Steno 4	0226	36	13.853	14.365	14.853	15.410	15.968	16.526	2161	2241	2317	2404	2491	2578
Admin. Officer 1	0282	36	15.962	16.564	17.167	17.795	18.487	19.173	2490	2584	2678	2776	2884	2991
Stat. Clerk 1	0301	36	11.756	12.083	12.423	12.776	13.167	13.628	1834	1885	1938	1993	2054	2126
Stat. Clerk 2	0303	36	13.192	13.641	14.115	14.615	15.122	15.654	2058	2128	2202	2280	2359	2442
Stat. Clerk 3	0305	36	14.615	15.122	15.679	16.256	16.872	17.455	2280	2359	2446	2536	2632	2723
Acctng Clerk 1	0401	36	11.910	12.263	12.609	12.955	13.397	13.865	1858	1913	1967	2021	2090	2163
ACCtng Clerk 2	0403	36	13.410	13.878	14.365	14.878	15.404	15.942	2092	2165	2241	2321	2403	2487
Acctng Clerk 3	0405	36	14.878	15.404	15.974	16.564	17.167	17.763	2321	2403	2492	2584	2678	2771
Accountant 1	0411	36	16.519	17.141	17.763	18.429	19.154	19.872	2577	2674	2771	2875	2988	3100
Accountant 2	0413	36	18.500	19.199	19.949	20.724	21.577	22.474	2886	2995	3112	3233	3366	3506
Accountant.3	0415	36	22.006	22.923	23.917	24.942	26.006	27.090	3433	3576	3731	3891	4057	4226
Data Entry Oprtr.	0619	36	11.583	11.923	12.250	12.615	12.949	13.397	1807	1860	1911	1968	2020	2090
Sr. Data Entry Oprtr.	0620	36	12.423	12.776	13.167	13.635	14.071	14.564 18.487	1938	1993	2054	2127	2195	2272
Research Officer 1	1063	36	15.410	15.962	16.564	17.167	17.795		2404	2490	2584	2678	2776	2884
Research Officer 2	1065	36	19.558	20.327	21.135	22.019 24.923	22.923 26.013	23.917 27.135	3051	3171	3297	3435	3576	3731
Research Officer 3	1067	36	22.019	22.923	23.910	24.923 17.795	18.487	19.173	3435	3576	3730	3888	4058	4233
Agric. Specialist 1	3103	3 6	15.962	16.564	17.167 22.019	22.923	23.917	24.923	2490	2584	2678	2776	2884	2991
Agric Specialist 2	3105	36	20.327	21.135					3171	3297	3435	3576	3731	3888
Agric. Specialist 3	3107	36	22.923	23.917	24.923	26.013	27.135	28.321	3576	3731	3888	4058	4233	4418
Agric. Specialist 4	3108	36	26.013	27.135	28.321	29.449	30.628	31.84 6	4058	4233	4418	4594	4778	4968
Actuary	3110	36	26.872	27.942	29.064	30.224	31.436	32.692	4192	4359	4534	4715	4904	5100
Systems Technician	3309	36	15.487	16.096	16.724	17.378	18.058	18.724	2416	2511	2609	2711	2817	2921
Computer Operator	3310	36	16.353	16.974	17.564	18.244	18.917	19.647	2551	2648	2740	2846	2951	3065
Compater Operator	0010	30	10.000	10.017	11.007				2001	2040	2170	2040	2001	5500
Tech. & Network Analyst	3311	36	20.147	20.923	21.769	22.628	23.583	24.590	3143	3264	3396	3530	3679	3836

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SCIC Pay Schedule - October 1, 1997 - 2% Increase

CLASS	CLASS	HOURS														
TITLE	NUMBER	OF WORK	*****	*****	НО	URLY RA	TES		****	******	****	MON	THLY RA	NTES	*****	******
Training Rate		36	16.660	17.288	0.000	0.000	0.000	0.000		2599	2697					
Tech&Network Analyst 2	3315	36	22.923	23.917	24.923	26.013	27.135	28.321		3576	3731	3888	4058	4233	4418	
Tech&Network Analyst 3	3316	36	24.923	26.013	27.135	28.321	29.705	31.160		3888	4058	4233	4418	4634	4861	
Systems Analyst 1	3312	36	20.147	20.923	21.769	22.628	23.583	24.590		3143	3264	3396	3530	3679	3836	
Training Rate	;	36	16.660	17.288						2599	2697					
Systems Analyst 2	3313	36	22.923	23.917	24.923	26.013	27.135	28.321		3576	3731	3888	4058	4233	4418	
Systems Analyst 3	3314	36	24.923	26.013	27.135	28.321	29.705	31.160		3888	4058	4233	4418	4634	4861	
Auditor	3400	36	16.109	16.673	17.256	17.859	18.462	19.135	19.744	2513	2601	2692	2786	2880	2985	3080
Credit & Colictn. Officer	r 3450	36	22.385	23.173	23.981	24.821	25.686	26.583		3492	3615	3741	3872	4007	4147	
Field Supervisor	4100	36	15.641	16.192	16.756	17.346	17.955	18.583	19.173	2440	2526	2614	2706	2801	2899	2991
Grain Grader 1	4110	40	13.947							2417						
Grain Grader 2	4112	40	14.508							2515						
Comm. & Info Spec.	9997	36	20.327	21.135	22.019	22.923	23.917	24.923		3171	3297	3435	3576	3731	3888	
Field Service Tmg.	9998	36	18.160	18.840	19.558	20.327	21.135	22.019		2833	2939	3051	3171	3297	3435	
Fieldpersons 1		40	13.376							2318						
Fieldpersons 2		40	13.947							2417						
Fieldpersons 3		40	14.508							2515						
Fieldpersons 3A		40	14.790							2564						

Auditors and Field Supervisors 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,
	Of
	2nd level of Certified Management Accountant program,
	or
	Equivalent level of Certified General Accountant
Step 6	Diploma in Agriculture,

SCIC Pay Schedule - October 1, 1997 - 2% Increase

CLASS	CLASS HOURS													
TITLE	NUMBER OF WOR	K ************************************												
		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 Field Sup	pervisor												
	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												

SCHEDULE A SCIC Pay Schedule - October 1, 1998 - 2% Increase

CLASS	CLASS	HOURS												
TITLE	NUMBER	OF WORK	****	*****	но	URLY	RATES	*********	******	*****	MON	THLY RA	TES	********
Clerk 1	0201	36	11.115	11.385	11.686	11.994	12.327	12.756	1734	1776	1823	1871	1923	1990
Clerk 2	0203	36	11.538	11.814	12.160	12.494	12.865	13.321	1800	1843	1897	1949	2007	2078
Clerk 3	0205	36	13.032	13.372	13.910	14.353	14.904	15.417	2033	2086	2170	2239	2325	2405
Clerk 4	0207	36	14.128	14.654	15.147	15.718	16.282	16.853	2204	2286	2363	2452	2540	2629
Cierk 5	0208	36	15.718	16.282	16.897	17.513	18.154	18.782	2452	2540	2636	2732	2832	2930
Clerk Typist 1	0209	36	11.115	11.385	11.686	11.994	12.327	12.756	1734	1776	1823	1871	1923	1990
Clerk Typist 2	0211	36	11.538	11.814	12.160	12.494	12.865	13.321	1800	1843	1897	1949	2007	2078
Clerk Typist 3	0213	36	13.032	13.372	13.910	14.353	14.904	15.417	2033	2086	2170	2239	2325	2405
Clerk Steno 1	0221	36	11.263	11.538	11.814	12.160	12.494	12.942	1757	1800	1843	1897	1949	2019
Clerk Steno 2	0223	36	11.814	12.160	12.494	12.865	13.205	13.667	1843	1897	1949	2007	2060	2132
Clerk Steno 3	0225	36	13.032	13.429	13.910	14.353	14.904	15.417	2033	2095	2170	2239	2325	2405
Clerk Steno 4	0226	36	14.128	14.654	15.147	15.718	16.288	16.859	2204	2286	2363	2452	2541	2630
Admin. Officer 1	0282	36	16.282	16.897	17.513	18.154	18.859	19.558	2540	2636	2732	2832	2942	3051
Stat. Clerk 1	0301	36	11.994	12.327	12.673	13.032	13.429	13.904	1871	1923	1977	2033	2095	2169
Stat. Clerk 2	0303	36	13.455	13.917	14.397	14.910	15.423	15.968	2099	2171	2246	2326	2406	2491
Stat. Clerk 3	0305	36	14.910	15.423	15.994	16.583	17.212	17.801	2326	2406	2495	2587	2685	2777
Acctng Clerk 1	0401	36	12.147	12.506	12.859	13.212	13.667	14.141	1895	1951	2006	2061	2132	2206
Acctng Clerk 2	0403	36	13.679	14.154	14.654	15.173	15.712	16.263	2134	2208	2286	2367	2451	2537
Acctng Clerk 3	0405	36	15.173	15.712	16.295	16.897	17.513	18.115	2367	2451	2542	2636	2732	2826
Accountant	0411	36	16.853	17.481	18.115	18.801	19.538	20.269	2629	2727	2826	2933	3048	3162
Accountant 2	0413	36	18.872	19.583	20.346	21.141	22.006	22.923	2944	3055	3174	3298	3433	3576
Accountant 3	0415	36	22.449	23.385	24.397	25.442	26.526	27.635	3502	3648	3806	3969	4138	4311
Data Entry Oprtr.	0619	36	11.814	12.160	12.494	12.865	13.205	13.667	1843	1897	1949	2007	2060	2132
Sr. Data Entry Oprtr.	0620	36	12.673	13.032	13.429	13.910	14.353	14.853	1977	2033	2095	2170	2239	2317
Research Officer 1	1063	36	15.718	16.282	16.897	17.513	18.154	18.859	2452	2540	2636	2732	2832	2942
Research Officer 2	1065	36	19.949	20.731	21.558	22.462	23.385	24.397	3112	3234	3363	3504	3648	3806
Research Officer 3	1067	36	22.462	23.385	24.391	25.423	26.532	27.679	3504	3648	3805	3966	4139	4318
Agric Specialist 1	3103	36	16.282	16.897	17.513	18.154	18.859	19.558	2540	2636	2732	2832	2942	3051
Agric. Specialist 2	3105	36	20.731	21.558	22.462	23.385	24.397	25.423	3234	3363	3504	3648	3806	3966
Agric. Specialist 3	3107	36	23.385	24.397	25.423	26.532	27.679	28.885	3648	3806	3966	4139	4318	4506
Agric. Special ist 4	3108	36	26.532	27.679	28.885	30.038	31.244	32.481	4139	4318	4506	4686	4874	5067
Actuary	3110	36	27.410	28.500	29.647	30.827	32.064	33.346	4276	4446	4625	4809	5002	5202
Systems Technician	3309	36	15.795	16.417	17.058	17.724	18.417	19.096	2464	2561	2661	2765	2873	2979
Computer Operator	3310	36	16.679	17.314	17.917	18.609	19.295	20.038	2602	2701	2795	2903	3010	3126
Tech. & Network Analysi	t 3311	36	20.551	21. 340	22. 205	23.083	24. 058	25. 083	3206	3329	3464	3601	3753	3913

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SCIC Pay Schedule - October I, 1998 - 2% Increase

CLASS	CLASS	HOURS														
TITLE	NUMBER	OF WORK	*****	******	НО	URLY RA	TES	*****	******	*****	MONTHLY RATES		TES	******		
Training Rate	;	36	16.994	17.635	0.000	0.000	0.000	0.000		2651	2751					
Tech&Network Analyst 2	3315	36	23.385	24.397	25.423	26.532	27.679	28.885		3648	3806	3966	4139	4318	4506	
Tech&Network Analyst 3	3316	36	25.423	26.532	27.679	28.885	30.301	31.782		3966	4139	4318	4506	4727	4958	
Systems Analyst 1	3312	36	20.551	21.340	22.205	23.083	24.058	25.083		3206	3329	3464	3601	3753	3913	
Training Rate	;	36	16.994	17.635						2651	2751					
Systems Analyst 2	3313	36	23.385	24.397	25.423	26.532	27.679	28.885		3648	3806	3966	4139	4318	4506	
Systems Analyst 3	3314	36	25.423	26.532	27.679	28.885	30.301	31.782		3966	4139	4318	4506	4727	4958	
Auditor	3400	36	16.429	17.006	17.603	18.218	18.833	19.519	20.141	2563	2653	2746	2842	2938	3045	3142
Credit & Calletn. Office:	3450	36	22.833	23.635	24.462	25.314	26.199	27.115		3562	3687	3816	3949	4087	4230	
Field Supervisor	4100	36	15.955	16.519	17.090	17.692	18.314	18.955	19.558	2489	2577	2666	2760	2857	2957	3051
Grain Grader 1	4110	40	14.226							2466						
Grain Grader 2	4112	40	14.798							2565						
Sales Associate	4125	36	15.417							2405						
Comm. & Info Spec.	9997	36	20.731	21.558	22.462	23.385	24.397	25.423		3234	3363	3504	3648	3806	3966	
Field Service Trng.	9998	36	18.526	19.218	19.949	20.731	21.558	22.462		2890	2998	3112	3234	3363	3504	
Fieldpersons 1		40	13.644							2365						
Fieldpersons 2		40	14.226							2466						
Fieldpersons 3		40	14.798							2565						
Fieldpersons 3A		40	15.086							2615						

Auditors and Field Supervisors 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,

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SCIC Pay Schedule - October 1, 1998 - 2% Increase

CLASS	CLASS	HOURS												
TITLE	NUMBER	OF WORK	****	HOURLY RATES	****	*****	MONTHLY RATES	****						
			or											
			3rd level of Certifie	d Management Accountant	program									
			or											
			Equivalent level of Co	ivalent level of Certified General Accountant,										
			or											
			3 years investigative	experience including form	l investigative tra	ining								
		Step 7	Related degree											
	4100	Field Supe	rvisor											
		Step 4	4 complete classes to	wards Certificate in Agri	culture program									
		Step 5	Certificate in Crop Pr	roduction										
		Step 6	Diploma in Agriculture											
		Step 7	Agriculture Degree or	Sask. Institute of Agro	ogist Membership									

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SCHEDULE A SCIC Pay Schedule - October 1, 1999 - 2% Increase

CLASS	CLASS	HOURS												
TITLE	NUMBER	OF WORK	******	****	HOI	URLY	RATES	********	*****	*****	MON	THLY RA	TES	********
Clerk i	0201	36	11.340	11.615	11.917	12.231	12.571	13.013	1769	1812	1859	1908	1961	2030
Clerk 2	0203	36	11.769	12.051	12.404	12.744	13.122	13.590	1836	1880	1935	1988	2047	2120
Clerk 3	0205	36	13.295	13.641	14.186	14.641	15.205	15.724	2074	2128	2213	2284	2372	2453
Clerk 4	0207	36	14.410	14.949	15.449	16.032	16.609	17.192	2248	2332	2410	2501	2591	2682
Clerk 5	0208	36	16.032	16.609	17.237	17.865	18.519	19.160	2501	2591	2689	2787	2889	2989
Clerk Typist 1	0209	36	11.340	11.615	11.917	12.231	12.571	13.013	1769	1812	1859	1908	1961	2030
Clerk Typist2	0211	36	11.769	12.051	12.404	12.744	13.122	13.590	1836	1880	1935	1988	2047	2120
Clerk Typist3	0213	36	13.295	13.641	14.186	14.641	15.205	15.724	2074	2128	2213	2284	2372	2453
Clerk Steno 1	0221	36	11.487	11.769	12.051	12.404	12.744	13.199	1792	1836	1880	1935	1988	2059
ClerkSteno	0223	36	12.051	12.404	12.744	13.122	13.468	13.942	1880	1935	1988	2047	2101	2175
ClerkSteno	0225	36	13.295	13.699	14.186	14.641	15.205	15.7 <u>2</u> 4	2074	2137	2213	2284	2372	2453
Cierk Steno 4	0226	36	14.410	14.949	15.449	10.00£	16.615	17.199	2248	2332	2410	2501	2592	2683
Admin. Officer 1	0282	36	16.609	17.237	17.865	18.519	19.237	19.949	2591	2689	2787	2889	3001	3112
Stat. Clerk 1	0301	36	12.231	12.571	12.929	13.295	13.699	14.179	1908	1961	2017	2074	2137	2212
Stat. Clerk 2	0303	3 6	13.724	14.192	14.686	15.212	15.731	16.288	2141	2214	2291	2373	2454	2541
Stat. Clerk 3	0305	36	15.212	15.731	16.314	16.917	17.558	18.160	2373	2454	2545	2639	2739	2833
Acctng Clerk 1	0401	36	12.391	12.756	13.115	13.474	13.942	14.423	1933	1990	2046	2102	2175	2250
Acctng Clerk 2	0403	36	13.955	14.436	14.949	15.474	16.026	16.590	2177	2252	2332	2414	2500	2588
Acctng Clerk 3	0405	36	15.474	16.026	16.622	17.237	17.865	18.481	2414	2500	2593	2689	2787	2883
Accountant1	0411	36	17.192	17.833	18.481	19.179	19.929	20.673	2682	2782	2883	2992	3109	3225
Accountant2	0413	36	19.250	19.974	20.750	21.564	22.449	23.385	3003	3116	3237	3364	3502	3648
Accountant3	0415	36	22.897	23.853	24.885	25.949	27.058	28.186	3572	3721	3882	4048	4221	4397
Data Entry Oprtr.	0619	36	12.051	12.404	12.744	13.122	13.468	13.942	1880	1935	1988	2047	2101	2175
Sr. Data Entry Oprtr.	0620	36	12.929	13.295	13.699	14.186	14.641	15.147	2017	2074	2137	2213	2284	2363
Research Officer 1	1063	3 6	16.032	16.609	17.237 21.987	17.865 22.910	18.519 23.853	19.237 24.885	2501 3174	2591	2689	2787	2889	3001
ResearchOfficer	1065	36 30	20.346	21.147		25.929	27.064	28.231		3299	3430	3574	3721	3882 4404
Research Officer 3	1067	36 36	22.910 16.609	23.853 17.237	24.878 17.865	18.519	19.237	19.949	3574 2591	3721	3881 2787	4045	4222 3001	3112
Agric. Specialist 1	3103	36 36		21.987	22.910	23.853		25.929	3299	2689		2869	3882	4045
Agric.Specialist 2	3105	36	21.147							3430	3574	3721		
Agric. Specialist 3	3107	36	23.853	24.885	25.929	27.064	28.231	29.462	3721	3882	4045	4222	4404	4596
Agric. Specialist 4	3108	36	27.064	28.231	29.462	30.641	31.865	33.128	4222	4404	4596	4780	4971	5168
Actuary	3110	36	27.962	29.071	30.244	31.442	32,705	34.013	4362	4535	4718	4905	5102	5306
Systems Technician	3309	36	16.109	16.744	17.397	1U:W77	18.782	19.481	2513	2612	2714	2820	2930	3039
Computer Operator	3310	36	17.013	17.660	18.276	18.981	19.679	20.442	2654	2755	2851	2961	3070	3189
Tech. & Network Analyst	3311	36	20.962	21.769	22.647	23.545	24.538	25.583	3270	3396	3533	3673	3828	3991

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SCIC Pay Schedule - October I, 1999 - 2% Increase

CLASS TITLE	CLASS NUMBER	HOURS OF WORK	****	*****	НО	URLY RA	TES	*****	*****	*****		MON	THLY RA	TES	******	******
Training Rate		36	17.333	17.987	0.000	0.000	0.000	0.000		2704	2806					
Tech&Network Analyst 2	3315	36	23.853	24.885	25.929	27.064	28.231	29.462		3721	3882	4045	4222	4404	4596	
Tech&Network Analyst 3	3316	36	25.929	27.064	28.231	29.462	30.910	32.417		4045	4222	4404	4596	4822	5057	
Systems Analyst 1	3312	36	20.962	21.769	22.647	23.545	24.538	25.583		3270	3396	3533	3673	3828	3991	
Training Rate		36	17.333	17.987						2704	2806					
Systems Analyst 2	3313	36	23.853	24.885	25.929	27.064	28.231	29.462		3721	3882	4045	4222	4404	4596	
Systems Analyst 3	3314	36	25.929	27.064	28.231	29.462	30.910	32.417		4045	4222	4404	4596	4822	5057	
Auditor	3400	36	16.756	17.346	17.955	18.583	19.212	19.910	20.545	2614	2706	2801	2899	2997	3106	3205
Credit & Colletn, Officer	3450	36	23.288	24.109	24.949	25.821	26.724	27.660		3633	3761	3892	4028	4169	4315	
Field Supervisor	4100	36	16.276	16.853	17.429	18.045	18.679	19.333	19.949	2539	2629	2719	2815	2914	3016	3112
Grain Grader 1	4110	40	14.511							2515						
Grain Grader 2	4112	40	15.094							2616						
Sales Associate	4125	36	15.724							2453						
Comm. & Info Spec.	9997	36	21.147	21.987	22.910	23.853	24.885	25.929		3299	3430	3574	3721	3882	4045	
Field Service Trng.	9998	36	18.897	19.603	20.346	21.147	21.987	22.910		2948	3058	3174	3299	3430	3574	
Fieldpersons 1		40	13.917							2412						
Fieldpersons 2		40	14.511							2515						
Fieldpersons 3		40	15.094							2616						
Fieldpersons 3A		40	15.388							2667						

Auditors and Field Supervisors nove 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 neet 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,

SCIC Pay Schedule - October I ,1999 - 2% Increase

Step 7

CLASS HOURS **CLASS** ***** TITLE NUMBER OF WORK ****** HOURLY RATES ****** 3rd level of Certified Management Accountant program Equivalent level of Certified General Accountant, 3 years investigative experience including formal investigative training Step 7 Related degree 4100 Field Supervisor Step 4 4 complete classes towards Certificate Agriculture program Certificate in Crop Production Step 5 Step 6 Diploma in Agriculture

Agriculture Degree or Sask. Institute of Agrologist Membership

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APPENDIX A

CLASSIFICATION APPEAL BOARD

- 1. It is agreed between that:
 - Union and Management will participate jointly in the orientation and training of newly appointed Chairpersons when necessary.
 - 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.
 - The Chairpersons will consist of the following:

Ron Reavley Graham Tuer Fran Passmore

- Other Chairpersons may be added to this list by mutual agreement between the parties.
- All Chairpersons shall serve while mutually acceptable to the parties. Their appointments shall continue until one of the parties submits 60 calendar days written notice withdrawing support,

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE CORPORATION

Dated: April 26/99

Dated: April 26/99

APPENDIX B

CONTRACTING OUT

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 m-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 jointly reviewed on their expiry to determine the economic feasibility of reducing contracting out.
- 7. It is understood that management will provide access to training in order for employees to acquire skills that could potentially replace full-time contract resources where practical.
- 8. 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 with the beginning of negotiations for a new collective agreement.

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE: CORPORATION

SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

Dated: , April 26/99

John Sanson

Dated:

APPENDIX C

JOB SHARING AND VARIABLE HOURS

1) <u>Definition:</u>

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

Job sharing is the voluntary sharing of a permanent full time position in a structured manner by more than one (1) person, one of whom is the permanent incumbent of the position. Job sharing requires that another employee be appointed to backfill the remaining portion of the position.

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

2) <u>Initiation and Approval Process:</u>

- Request to establish a job sharing or variable hours arrangement can only be initiated by the permanent incumbent of the position through an application to his immediate supervisor;
- b) Management reviews feasibility of request against operational needs, including impact on client service delivery and workloads of other staff within the work unit. Approval of requests will not be unreasonably denied.
- c) Management approved requests must also be forwarded to the union for approval.
 - i) For job sharing arrangements, the corporation may assume approval of the *union* pending receipt of the formal authorization. The union will provide written notice of approval to the corporation within 1 (one) month of receipt of the application.
 - ii) Variable hours arrangements will be reviewed by the parties on a case by case basis. The arrangement cannot commence until such time as both parties have approved the request.

3) Duration. Renewal and Termination:

The first term of an approved job sharing or variable hours arrangement shall be in place for a minimum of six (6) months and shall not exceed twelve (12) months. The permanent incumbent will. commence the new approved hours of work arrangement on the first working day of a pay period.

Permanent employees may request renewal of existing job share or variable hours of work arrangements 'by submitting notice in writing to both the employer and the union. Renewals may be automatically approved if the same terms exist. Employees will be notified within. thirty (30) days of receipt if their request is not approved.

Permanent employees wishing to amend current job sharing or variable hours of work: arrangements must submit a new application for approval.

An existing arrangement will terminate at the end of the agreed to term in the absence of agreement to renew. The permanent employee, or the corporation on thirty (30) working days written notice may terminate an agreement. Notice to terminate will be concurrently provided to the employee backfilling the position (if applicable) and the union. By mutual agreement of the parties, the notice period may be shortened.

4) Staffing Backfill of Job Share Arrangement:

The backfill of a job share arrangement will be staffed in accordance with Article 9 of the collective bargaining agreement. Posting may be waived with the agreement of the union,

If the successful candidate is another permanent full time employee, he will have: the option of submitting an application to eitherjob share or work variable hours in his home position OR may apply for a definite leave of absence.

If the employment of an employee backfilling the job share arrangement terminates prior to the end of the term, the permanent incumbent may be required to resume working full time hours pending staffing of the backfill appointment. Staffing process for the backfill appointment will be initiated as soon as possible. Consideration should be given to the permanent employee's circumstances to allow for the employee to make appropriate arrangements prior to returning to their regular full time hours.

5. Benefits:,

Permanent employees in a job share or variable hours of work arrangement shall retain all. benefits accumulated prior to the commencement of the arrangement. In addition, all benefits shall accrue, and be expended, on a pro rata basis.

6. Reversion Rights:

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

7. Work Load:

A Job Share or Variable Arrangement is not intended to increase or decrease work load in a position. In establishing an arrangement, it is expected that the regular workload for the position will be maintained.

It is logical to expect that a variable hours arrangement will have an impact on the workload of the participant to the arrangement as well as the other employees in the work unit. Prior to approval of the arrangement, management should review the operations of the work unit to determine if additional support will be required to minimize the impact on the employees.

Measures to minimize the workload impact could include, but not be limited to, such action as: reassignment of duties to other employees in lower classifications; increase hours of existing non-permanent staff, move to employ additional staff at a lower classification; review work unit operations to determine if duties performed are still relevant or reassign duties to other employees in higher classifications.

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

8 Conditions of Employment:

'Vacation Leave - will be earned and expended on a pro rata basis (e.g.: employees entitled to three (3) weeks vacation working 50% of work hours for twelve (12) months would receive 7.5 days paid vacation leave).

Sick Leave - will be earned and expended on a pro rata basis (e.g.: employees working 50% of work hours for twelve (12) months would earn 7.5 days paid sick leave).

Seniority - will be earned on a pro rata basis.

Increments - where applicable, will be: earned in accordance with provisions set out for temporary employees.

Probation - as set out in the probation provisions.

Designated Holidays - are paid for in the bi-weekly salary and are included in the reduced bi-weekly salary at the appropriate percentage. Hours worked in the pay period will be reduced by the same percentage as the employee is working.

Earned Days Off - employees on modified work arrangements will continue to take Earned Days Off within the job share arrangement.

Overtime - overtime will be paid for hours worked on assigned days of rest, earned days off or designated holidays. Assigned days of rest for office employees are Saturday and Sunday.

Office employees shall be paid overtime for all hours worked in excess of eight (8) hours per day. In the case where the employee normally works 7.2 hours per day with no earned day off, the employee shall be paid overtime for hours worked in excess of 7.2 hours. Overtime shall also be paid for hours worked on a Saturday or Sunday.

Field employees shall be paid overtime for all hours worked in excess of the number of hours to be worked in each month.

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

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

9. Pensions, Group Life Insurance, Dental and Extended Health Care Plans:

Public Service Superannuation Plan (Old Plan) - employee will make pro rata contributions relative to time worked.

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

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

Dental Plan - pro rata coverage will be provided in accordance with the terms and conditions of the respective plans.

Extended Health Care Plan -- coverage will be provided in accordance with the terms and conditions of the plan.

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE CORPORATION

SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES UNION

Dated: April 26/99

Del Brig Summer Stanson

Dated::_

APPENDIX D

COMPLAINT MECHANISM RACIAL, ETHNIC, PERSONAL AND GENDER HARASSMENT

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 & GENERAL EMPLOYEES' UNION

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Dated: April 26/99

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Dated: 4/20226,1999

APPENDIX E

CONVERSION OF TEMPORARY POSITIONS TO PERMANENT RE: ARTICLE 9.1.2. Effective April 1,1996

The following tire 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 the working days referred to in Article 9.1.2, in a. 27 month period
- * where excess/out of the ordinary workloads, ie: 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 & GENERAL EMPLOYEES' UNION

Dated: April 26/9

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APPENDIX IF

'UNION EDUCATION FUND

The parties agree to implement a Union Education 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, 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 corporations 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 calendar 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 SGEU 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 & GENERAL EMPLOYEES' UNION

Dated: April 26/99

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APPENDIX G

EMPLOYMENT EQUITY

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:

- 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.
- The Joint Committee will be charged with the responsibility for designing, implementing, monitoring, and assessing the success of the plan.
- The Joint Committee is charged with the responsibility of considering all barriers to equity.
- 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

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) calendar days in advance.

STATEMENT 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 underrepresentation 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 & GENERAL EMPLOYEES' UNION

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Herryck

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Dated: April 26/94

Dated: Arric 2C, 1999

APPENDIX H:

DISPUTE: RESOLUTION OPTIONS

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

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

1. GRIEVANCE MEDIATION

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

Grievances Appropriate for Mediation

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

Role of the Mediator

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

Provision of Information Prior to the Mediation

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

Rules Applicable to Grievance Mediation

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

Mediation will normally occur at the work site or at the union or employers premises. The parties will jointly share the costs of mediation.

Grievance Mediation Process

- * Brief introduction to the grievance mediation process, by the mediator (concept, process, ground rules, questions),
- * Mediator presented with a joint statement of facts prepared in advance of the hearing by the parties.

* Description of Grievance:

Party submitting the grievance, normally the union, briefly outlines the circumstances resulting in the grievance. Relevant collective agreement provisions are cited, as well as its position on the matter.

The grievor is given the opportunity to make additional comments.

The respondent, normally a representative from the Human Resources Division, provides additional details regarding the circumstances resulting in. the grievance, relevant collective agreement provisions and its position on the matter.

The manager affected by the grievance is given the opportunity to make additional comment.

The mediator may ask additional questions of the parties to obtain clarification on any matter,

* Private Caucus

The parties will be separated. Alternately meeting privately with the parties, the mediator seeks to identify underlying interests, concerns and differences and seeks possible resolutions of the grievance.

The mediator will not reveal any information or position given by the parties in confidence without permission; the mediator may advance any position as 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 positions, points of difference and provide an advisory opinion as to likely outcome if case referred to arbitration.

Allowable Time Limit

Normally three (3) hours; an extension of up to one (1) hour will be allowed by joint agreement of the parties,

The mediator may call a halt to mediation where it appears resolution is not likely.

II. EXPEDITED ARBITRATION

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

Grievances Appropriate For Expedited Arbitration

- * Unless otherwise agreed by the parties, only grievances that seek an individual settlement, 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 parties 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 Arbitrator;

Final. argument (Brown and Beatty, or similar texts may be cited); General rules of evidence are not strictly applied, except rules of onus; Parties must discuss evidence prior to hearing, in order to expedite the hearing. Once the Arbitrator has indicated the direction of the likely decision, parties may request an adjournment to attempt to work out the exact terms of the resolution (the decision).

Arbitrator may attempt to mediate, 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.

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE CORPORATION

SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES UNION

Dated: Azzi- 26, 1989

APPENDIX I

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.

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE CORPORATION

SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

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Dated: April 26/99

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Dated: Apric 26, 1999

APPENDIX J

CAREER ASSISTANCE OPTIONS

Permanent employees laid off after the date of signing of the agreement to September 30, 1997, may access the Career Assistance Options with no conditions if they resign from the reemployment list anytime during their first year on the re-employment list. The maximum value of Career Assistance shall be \$5,000.00 calculated on the basis of \$1,000.00 for every 2 years of service, prorated for partial years. In the second year on the m-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 cornpanics and can be accessed for one year from the date the employee resigns.

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

Employees must notify Human Resources 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 ofpayment 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 resigns.

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 resigns.

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

4. Career Adjustment Assistance

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

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

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

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

5. Enhanced Severance

Enhanced severance calculated on the basis of 1 weeks 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.

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE CORPORATION

SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

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Dated: April 26/99

Bill Bill Brown

Dated:

APPENDIX K

NEW CLASSIFICATION PLAN

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 3 1, 1997.

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE: CORPORATION

SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

ALLOWANCES

15 ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

15.1 <u>Accommodation and Meals</u>

15.1.1 On Government Business:

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

15.1.2 Accommodation

- Hotel Actual and reasonable charges supported by a receipt. The Employer must approve charges in excess of such amount as may from time to time be determined. by the Chair.
- An amount, of \$25 per night (no receipt necessary) will be paid for accommodation. in private residences or in private trailers. Amounts in excess of \$25 will be approved if no other accommodation is available and a receipt is provided.

15.1.3 Meals - Effective September 1. 1998

	In Province	out. of Province
Per diem allowance	\$36.00	\$46.00
For partial days:	ም 7 00	\$10.00
Breakfast	\$ 7.00	•
Dinner:	\$13.00	\$15.00
Supper:	\$16.00	\$21.00

The above rates include GST, meal gratuities and overnight allowance.

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

15.1.4 Travel on Government Business Outside Canada

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

15.1.5 Temporarily Away from Headquarters More Than Thirty (30) Days

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

15.1.6 Meal Allowance Claims

- In the event a meeting or training/educational event at headquarters includes a meal as part of the process or program, and when meal allowances are provided to out-of-town employees in attendance at the event, all employees attending shall be entitled to claim meal provisions.
- 2) A meal allowance will not be paid for:
 - a,) breakfast, if departure is later than 7:30 am., or the return is earlier than 8:30 a.m., or
 - b) dinner, if departure is later than 11:30 a.m., or the return is earlier than 12:30 p.m., or
 - c) supper, ifdeparture is later than 5:30 p.m., or the return is earlier than 6:30 p.m.
- Notwithstanding the above, an employee away from headquarters after 5:30 p.m. and having worked six (6) hours after 5:30 p.m. will be eligible for a dinner. No allowance will be paid to employees on overtime or no claim shall be allowed for more than three (3) meals in one (1) day.
- 4) Not Applicable to SCIC
- 15.1.7 Special Provisions for Department of Highways, Operations Not Applicable to SCIC
- 15.2 Expenses While on Government Business Away from Headquarters
- 15.2.1 The following is a guide to employees and supervisors with respect to charges incurred while travelling on government business:

Standard (charges:

Laundry -- **ch**arges are allowable for employees who are absent from headquarters for a period in excess of seven (7) consecutive calendar days. Receipts are required.

- 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.
- 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, costs of metered parking may be charged to a maximum of \$4.00 per day without receipts.
- 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), names of party called and reason for call.
- 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.
- Other expenses occasionally, employees will incur exceptional expenses in connection with the conduct of government business. Such. expense may be allowable if detailed on the expenses form, supported by receipts, and authorized by the Permanent Head. The decision of the Comptroller's Office, Department of Finance, will be final in all cases, (last sentence not applicable to SCE)
- 15.3 Use of Private Vehicles on Government Business
- 15.3.1 Employees who are authorized to use a private vehicle for government business shall be paid a kilometer allowance as follows:

<u>Kilometers:</u> <u>Effective July 1. 1998</u>

Ordinary North of 54th Parallel

31.63 cents/km 34.06 cents/km

15.3.2 Incidental Usage

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

- Car -- subject to a minimum allowance of \$5.00 per day, \$1.50 per hour to a maximum of \$6.00 per day or 3 1.63 cents/km, whichever is greater;
- b) Truck subject to a minimum allowance of \$5.00 per day, \$2.00 per hour to a maximum of \$7.00 per day, or 33.58 cents/km, whichever is greater.

15.3.3 Kilometer Review

The kilometre rate shall be increased by the same percentage as the percentage change for the review period as established by Statistics Canada from the Saskatchewan Private Transportation Index. The adjustment shall be rounded to the nearest one hundredth (1/100) of a cent.

Review Dates	Effective Dates
February 1, 1999 August 1, 1999	April 1, 1999 October 11, 1999
February 1, 2000	April 1, 2000

APPENDIX M

EDUCATION AND AWARENESS OF SEXUAL HARASSMENT AND RACISM

The employer recognizes the need for employee awarenessand education in the areas of sexual harassment and racism and commits to provide workplace educationals 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 & GENERAL EMPLOYEES' UNION

Doug Mething

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Dated: April 26/99

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Dated: April 16, 1999

APPENDIX P

EXTENDED HEALTH AND OPTICAL PLAN

With respect to the Extended Health and Optical Plan, the parties agree to the following:

- The union will administer the: plan and be responsible for the viability of the plan.
- Beginning in 1998, the corporation will, each month, provide to the union for purposes of the plan, an amount equal to 1.85% of the salaries paid during the previous month. This will continue for each year thereafter until the plan is disbanded or amended through the collective bargaining process. Effective September 1, 1998, the percentage will increase to 2.2% of salaries paid during the previous month.
- The corporation will not be held liable for any costs over and above those referenced in (b) above, should the cost of the plan exceed the amounts referred to in (b) above,
- All the monies paid by the corporation to the union for an extended. health and optical plan will only be used for an extended health and optical plan.
- The union will provide to the corporation, at the end of each calendar year, an audited statement of the costs of the plan for Saskatchewan Crop Insurance Corporation employees. The union further agrees that should the corporation request an audit of the plan 'by the corporation's auditors, the union will **comply.**
- In the event of a dispute with, respect to the plan between an employee and the insurer or the union, or the union and the insurer, the corporation will be held harmless. The corporation's responsibility for the plan ends with the payment to the union of the amounts listed in (b) above.
- Should the union decide to disband the plan, the parties will meet to negotiate amendments to wages and benefits equivalent to the 2.2%.

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE, CORPORATION

SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

Dated: April 26/99

Diel Diel Day Dunner Thomas

Dated: 4221 26, 1999

APPENDIX R

TELECOMMUTING/TELEWORK

If the employer and employee agree, the following will apply:

Definition

Telecommuting is using electronic communications to enable workers to work from different sites than what would normally be defined as a worksite. Electronic means of communications makes day to day travel unnecessary.

Telework means the ability to perform jobs from another location but does not necessarily include computer technology.

Process

Should the employer enter into telecommuting/telework arrangements, the following basic conditions will apply:

The local Occupational Health Committee will review the proposed arrangements for any potential OH&S concerns.

- The employer will recognize the arrangements for the purpose of any Workers' Compensation Board. claims.
 - Any reasonable costs incurred by an employee related to the arrangements, will be reimbursed by the employer. (e.g. phone costs, equipment repair, hardware/software changes, etc.)
- An agreement between the employer and the employee will outline the expectations, duties and standards of the arrangements.
- All benefits of the collective agreement continue during the arrangements unless otherwise approved by the Union.
- Details of the arrangement will be provided to the Union and subject. to its approval. Disputes arising from the application of this Letter of Understanding will be dealt with 'by negotiation between the parties and subject to the grievance **process** if necessary.

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE CORPORATION

SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

Doug Matthia

Dated: 4pril 26/39

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APPENDIX S

CORE COMPETENCY APPROACH TO STAFFING PROJECT (PILOT PROJECT)

The parties have an interest in a fair hiring process. The objective is to develop a hiring process that selects candidates who are qualified for the positions, that establishes standards that are measurable, objective and relevant to the job requirements and accepted as such by the various stakeholders. The parties to this agreement agree to the following:

- 1. Following the completion. of the new classification plan, the parties will initiate a pilot project to apply the principles of Core Competency staffing to selected classifications in the organization.
- 2. Core Competencies in staffing are the personal foundations/attributes, skills and knowledge that are critical to being an effective, successful performer in a given position.
- 3. A joint Union/Management Committee (size and role to be agreed to) will develop the details of the pilot project using the principles and guided by the processes utilized within executive government.
- 4. These details will include:
 - time period for implementation and review of the project
 - classifications to be selected for the project
 - processes, forms and participants necessary to implement the project
 - provide educational information for all stakeholders regarding core competency staffing
- 5. These details will be agreed to in writing and circulated to all employees.
- 6. The pilot project will be reviewed on completion to determine the feasibility of implementing Core Competency Staffing on an ongoing basis.

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE CORPORATION

SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

Dated: April 26/99

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Dated:_

APPENDIX T

BENEFIT IMPROVEMENTS

The parties agree that the following percentage of straight time payroll will be allotted for improvement to dental, extended health and optical and pension plan improvements:

0.35% - Dental Plan - effective September 1, 1.998

0.35% - Extended Health and Optical Plan (as per Appendix P) - effective September 1,

1998

0.30% - Pension Plan Contributions -- effective January 1, 1999

SIGNED ON BEHALF OF THE SASKATCHEWAN CROP INSURANCE CORPORATION

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APPENDIX U

TERM FIELDPERSONS

The parties agree to implement the following arrangement with respect to TERM FIELDPERSONS for the period of April 1, 1.999 to April 1, 2000. A joint review of this arrangement will be 'held in November 1999 to determine if SCIC or SGEU is interested in continuing. Either party in the agreement may terminate the arrangement at this time by providing the other side with written notice of thirty (30) working days.

- 1. The definition of Term Fieldpersons is 'This level requires a commitment of availability and travel by the adjuster and performance of complex assignments. These adjusters will be trained on all adjusting tasks and expected to perform all adjusting tasks,"
- 2. The positions of Term Fieldpersons will be posted in 1999 and the normal staffing procedures referred to in Article 29.15 of the collective bargaining agreement will apply.
- 3. For the period of April 1 to November 30, the corporation agrees to provide up to 42 four-month term positions and 42 six-month term positions. Should no qualified applicants be found in an area/Customer Service Office (CSO), no guarantee of a transfer of this position to another area/CSO is provided.
- 4. Employees in these term positions will be required to be available whenever required for the designated term. Hours of work and overtime will be as per Article 29.7 of the Collective Agreement. Term Fieldpersons, during the term of their guarantee, shall be considered for the work first.
- 5. The guarantee period will run consecutively and will not be broken by period of nonemployment unless <u>PRIOR</u> agreement is made: between management and the employee.
- These term positions replace the current three-month short ten-n positions and the current arrangement for the Global Positioning System and New Crop adjusting duties for the term of the Letter of Understanding.
- 7. Employees, while employed in 'these term positions, shall earn sick leave at the rate of one point two-five (1.25) days for every one-hundred and seventy-three (173) hours worked and entitled to use the earned sick leave credits during the term appointment as per the provisions of Articles 18.4 to 18.13.

Unused earned sick leave days shall accumulate from one term of employment to another and will be carried over with the movement to a temporary or permanent position, This accumulation may be drawn on to its maximum. This benefit will lapse if a resignation/termination occurs.

SIGNED ON BEHALF OF THE: SASKATCHEWAN CROP INSURANCE CORPORATION SIGNED ON BEHALF OF THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION

Doug Matthis

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Dated: April 26/99

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Dated: 1222 26, 1999