

TENTATIVE SETTLEMENT MEMORANDUM OF AGREEMENT

Between

THE SASKATCHEWAN CROP INSURANCE CORPORATION

And

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
LOCAL 2151

It is agreed between the parties that the following amendments shall form the basis for settlement of the Collective Agreement which expired September 30, 2009, subject to the ratification of the parties. The parties agree to recommend to their respective principles.

The following is a package proposal for resolution of all of the outstanding proposals by both parties. Any items not mentioned in this package would be considered to be withdrawn by the respective party.

All amendments to the Collective Agreement shall take effect on the first day of the month following the signing of the Collective Agreement by both parties, unless otherwise stated herein.

TERM OF AGREEMENT

Term of agreement will be October 1st, 2009 to September 30th, 2012

REWRITE OF COLLECTIVE AGREEMENT

The parties agree to rewrite the Collective Agreement to eliminate duplication and make the Collective Agreement intent clearer.

The intent is not to change the interpretation of the Agreement, and if the rewrite generates a different interpretation than the Collective Agreement expiring September 30, 2009, the parties agree to revert to that interpretation, unless the change was specifically agreed between the parties.

INTERPRETATION AND SCOPE

AMEND ARTICLE 1- INCLUDE THE FOLLOWING DEFINITIONS

“Appointment” shall mean the system of selecting candidates (Article 9.3 Selection Process) for a position based on seniority, qualifications, education and experience.

“Transfer” shall mean the movement of an employee from one position to another position that has the same maximum hourly rate of pay.

“TAHD” (temporary assignment of higher duties) shall mean the assignment of an employee to perform the duties of a position within a pay band having a higher maximum hourly rate of pay.

AMEND ARTICLE 1.2.6

1.2.6 "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, **in accordance with article 9.7**, to his former position.

AMEND ARTICLE 1.2.7

1.2.7 General Manager
Assistant General Manager
Executive Manager, Finance and Administration
Executive Manager, Field Operations
Executive Manager, Human Resources
Executive Manager, Research and Development
Executive Manager, Information Technology
Executive Manager, Strategy, Marketing, Communications
Executive Manager, AgriStability
Executive Manager, Compliance
Manager, Technical Services
Manager, Systems
Executive Assistants
Manager, Administrative Services
Human Resources Consultant
Manager, Employee and Organizational Development
Manager, Employee and Labour Relations
Manager, Accounting
Manager, Budget
Manager, Verification
Manager, Customer Relations
Manager, Data Assessment
Manager, Insurance Accounting
Regional Managers
Manager of Compliance
Administrative Officer
Customer Service Office Managers
Manager, Customer Service
Compliance Managers
Manager, Internal Audits
Manager, Process
Privacy and Security Commissioner
Regional Manager Secretaries
Secretary to the:
General Manager
Executive Manager, Field Operations
Executive Manager, Finance and Administration
Executive Manager, Research and Development
Executive Manager, Human Resources
Executive Manager, Compliance
Executive Manager, AgriStability
Executive Manager, Strategy, Marketing, Communications

AMEND ARTICLE 1.7 TO READ

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

ADD NEW ARTICLE - UNION RECOGNITION

The employer shall provide an on-site union office space at the head office location with a desk, chair, networked computer, phone, filing cabinets.

AMEND ARTICLE 6.2

- 6.2 Whenever a new occupation is created, the corporation and the chosen representative 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 occupation is included, **the rate of pay will be determined in accordance with the jointly agreed class plan text and the joint maintenance and appeals committee process.**

AMEND ARTICLE 6.3.2

- 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 position. 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 occupation and pay band level concerned and the Chairperson of the Bargaining Committee. Any employee who is being paid at a rate lower in the pay band and **who can demonstrate and/or provide evidence 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 the minimum requirements, the corporation authorizes original recruitment at a rate above the minimum of the pay band, it agrees to review the experience of present employees in the occupation and pay band and, where necessary, adjust the salary of those with the same speciality or experience as that recruited.

AMEND ARTICLE 6.6.3

- 6.6.3 An increment may be withheld by the corporation on a recommendation of a Division Head supported by an unsatisfactory report. **An employee may grieve against the withholding of her increment, and onus of proving that the increment should be withheld shall rest on the corporation.** The corporation shall notify the employee in writing of such action at least one (1) week prior to the increment date and give reasons therefore and the Chairperson of the Bargaining Committee shall be notified of the Corporations intention to withhold and 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.

AMEND ARTICLE 6.8.2

6.8.2 When an employee is promoted provisionally or temporarily, her increment date shall be as per the promotion article (6.8.1).

NEW ARTICLE 6.8.3

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

AMEND HOURS OF WORK

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 scheduled day off is provided by subsection 7.1 of this Article.

The maximum hours of work for all employees will be seventy-two hours in a two (2) week period (one thousand eight hundred seventy-two (1872) hours per year).

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

8:00 a.m. to 5:00 p.m.

With a one hour lunch period mutually agreed upon by employee and management between 11:00am and 2:00pm

REMOVE ARTICLE 9.4

Agreed to by both parties

AMEND ARTICLE 9.3.1.1

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

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

AMEND ARTICLE 9.5.1

9.5.1 Permanent Positions

The initial **appointment** shall be on a probationary basis.

The initial probation for all employees shall be 12 months probation.

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

Subsequent probationary periods are not required when a Permanent employee:

- a) involuntary transfers to a position in the same occupation and agency;
- b) involuntary demotes;
- c) voluntarily demotes into a position in an occupation and classification level in which he has previously attained permanent status;
- d) voluntarily transfers into a position with exactly the same duties;
- e) is re-employed from a re-employment list and agency;
- f) bumps;
- g) has his position reclassified.

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

MOVE APPENDIX 4 INTO ARTICLE 10.5.2

10.5.2 Auditors, Field Supervisors, Auditor/Fieldpersons and Fieldpersons

The corporation shall reimburse Compliance Auditors, Field Supervisors, Compliance Auditors/Fieldpersons and Fieldpersons at the mileage rates provided under Article 10.5.3 at the truck rate plus $0.0147 + 0.0500 \times$ (Current Monthly average Fuel Price \$/Litre/1.06) per kilometre for all kilometres driven except those kilometres driven to attend meetings and training held away from the home Customer Service Office. The current monthly average fuel price will be determined by the data collected by Saskatchewan finance. The additional funds will be paid the following month in the pay period the fuel price numbers become available. The kilometre rate for hauling all terrain vehicles is 2 cents per kilometre driven over the field rate.

AMEND AND ADD NEW LANGUAGE TO ARTICLE 11.2.1

11.2.1 The corporation shall inform the union and the employee (s) of their decision within sixty (60) calendar days of receipt of the application, and this time period can be extended upon mutual agreement. An employee who disagrees with the decision of the corporation may, within thirty (30) calendar days appeal the decision to the Maintenance and Appeals Committee.

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

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

AMEND ARTICLE 14.1.2

14.1.2 Written notice of a minimum of 14 calendar days will be given to temporary employees.

REMOVE ARTICLE 17.3

Agreed to by both parties

AMEND ARTICLE 18.14 JURY DUTY OR WITNESS

18.14 JURY DUTY, WITNESS OR SENTENCING CIRCLE DUTY.

AMEND ARTICLE 20.1.1

20.1.1 **The floating designated holiday for 2010 will be July 30th. The floating designated holiday for 2011 will be July 29th. The floating designated holiday for 2012 will be June 29th.**

AMEND ARTICLE 25.2

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

Merrilee Rasmussen

Daniel Ish

Ken Norman

Sheila Denysiuk

Sue Barber

AMEND ARTICLE 29.1

29.1 Fieldperson 1

Initial appointment will be at Level 4, **training rate 1**.

This is considered to be a training level.

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 **training rate 2**.

AMEND ARTICLE 29.8.3

29.8.3 Where a field person is working away from home and is required by the corporation to stay over-night, and due to inclement weather is unable to work, she shall be paid **eight** hours at regular pay. **Duties in these situations will be assigned by the employee's respective manager.**

AMEND ARTICLE 29.9.2

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

AMEND ARTICLE 29.10

NOTE: The parties agree that from this point forward the Corporation recognizes that a "fieldperson" will be titled an "adjustor".

29.10 Sick Leave

Fieldpersons shall earn sick leave at a rate of one point two-five (1.25) days for every one hundred and sixty (160) hours worked to a maximum of 15 days per year. This accumulated sick leave can only be used providing the fieldperson:

- a) has accepted work
- b) will not exceed full time hours in the averaging period unless obtaining prior approval from her supervisor
- c) An employee may claim sick leave of less than five (5) days equivalent to work that their CSO manager, or designate, has removed due to the employee's illness. Medical verification may be requested by the employer. An employee may claim one day of sick leave for every four (4) claims lost.

AMEND ARTICLE 31

31. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from the first (1st) day of October, A.D., 2009 to the thirtieth (30th) day of September, A.D., 2012 and thereafter from year to year subject to the provisions of Section 33 of the Trade Union Act, 1979, as amended.

AMEND ARTICLE 33

33. HEALTH AND SAFETY

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

PROTECTIVE CLOTHING AND APPARELL

The Employer agrees to supply all employees with protective equipment and apparel as determined by ministry Occupational Health and Safety and Safety Committees and as specified in The Occupational Health and Safety Regulations.

AMEND ARTICLE 33.1

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 and each committee shall have employer and employee chairpersons, as appointed by their respective principals. **The parties agree to the establishment of a Joint Union-Management Committee. The committee will address corporation wide OH&S concerns.**

REMOVE ARTICLE 33.5

Agreed to by both parties

AMEND ARTICLE 37 – OTHER BENEFITS

Article to read “PENSION AND OTHER BENEFITS”

Incorporate Appendix P into this section (Extended Health and Optical Plan) and remove Appendix P.

AMEND APPENDIX C – JOB SHARING AND VARIABLE HOURS

2. Initiation and Approval Process:

- a) Request to establish a job sharing or variable hours arrangement can only be initiated by the permanent incumbent of the position through an application to 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 will notify the Union of any approved requests.**

AMEND APPENDIX L – ALLOWANCES

- 15.1.2 B) An amount of **fifty dollars (\$50)** per night (no receipt necessary) will be paid for accommodation in private residences or in private trailers. Amounts in excess of **\$50** will be approved if no other accommodation is available and a receipt is provided.

REMOVE APPENDIX 3 – YOUTH TASK FORCE LETTER OF UNDERSTANDING

Agreed to by both parties

ADD NEW LANGUAGE TO POLICY

The Youth Task Force is a joint Union Management Committee. The mandate of the committee has four broad elements;

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

Where the Youth Task Force or management recommends a position be targeted for youth recruitment, the request to waive senior qualified staffing provisions must be approved by the executive manager of the division for which the positions is targeted and approved by the Union through the Union Management Committee.

TENTATIVE SETTLEMENT MISCELLANEOUS ITEMS

The following items represent the parties' further agreements:

1. The parties agree to reassert their commitment to the principal of equal pay for work of equal value contained within the joint gender neutral job evaluation plan.

It is further agreed by both parties that in order to have a Joint Classification plan that is fully functional, operational and reflective of current duties and responsibilities, that equal participation of both parties is essential for the success of the plan.

Further the parties agree to schedule training for both management and union participants in the joint process and revitalization of the joint maintenance and appeals committee.

2. The parties agree to delete Article 33.4.1 Video Display Terminals from the agreement. The parties further agree that savings from the deletion of this article will be reinvested in other area(s) of the CBA to the benefit of employees. Parties agree that where this money will be allocated will be negotiated.
3. Parties agree to the retroactive application of article 19.11.1.1 to [DATE] upon receipt of employee documentation.
4. The parties agree that the Enhanced Dental Plan has been in shortfall for some time and the current required negotiated contribution of 0.35% by the employer has proven to be insufficient. In order to render the plan viable the employer agrees to contribute 0.2% of straight time payroll annually to the Enhanced Dental Plan. This means that the employer contribution would increase from 0.35% to 0.55%.
5. The parties agree to conduct a review during the life of this agreement of potential incidental damage caused to personal vehicles, while working for the corporation.

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

May 3, 2011

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

Dear Larry,

Re: Public Service Essential Services Act

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

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

Sincerely,

Sandor Jerkovits
Manager, Employee and Labour Relations

cc. Rose Olson
Cam Swan

TENTATIVE SETTLEMENT MONETARY ITEMS

AMEND ARTICLE 6.12.3.4

6.12.3.4 When the employee's current rate is below the minimum of the higher position, payment will be made at the minimum of the higher position. Where this does not provide an increase of **eight (8)** percent of an employee's current rate, payment will be made at the next higher step in the pay band.

AMEND ARTICLE 6.12.3.5

6.12.3.5 When the employee's current rate is within the pay band of the higher position, the next higher step in the pay band shall be paid. Where this does not provide an increase of eight (8) percent of the employee's current rate, the next higher step in the pay band shall be paid. In no case shall the rate paid exceed the maximum step of the higher position.

REMOVE ARTICLE 6.12.4

Agreed to by both parties

AMEND ARTICLE 20.4

20.4 Designated holiday pay for casual, temporary employees and field persons shall be calculated at **5.4%** of base rate. This will be paid in each pay period.

NEW LANGUAGE – ARTICLE 29.9.3

29.9.3 **Field people working away from their home office for extended periods of time where over night accommodation is needed shall receive a (twenty-five) \$25/day overnight allowance to take effect after the (third) 3rd day of work.**

GENERAL WAGE INCREASE

General Wage Increase (Effective the first full pay period commencing on or after October 1st of each year).

1.5% effective October 11, 2009

2.0% effective October 10, 2010

2.25% effective October 9, 2011

AMEND ARTICLE 37 – OTHER BENEFITS

37 The following percentage of straight time payroll is allotted to the dental, extended health and optical, and pension plans.

- 0.35% for enhancements to the Government Dental Plan effective September 1, 1998
- Extended Health and Optical Plan (as per Appendix P)
- 5.30% Pension Plan Contributions effective January 1, 1999
- 5.40% Pension Plan Contributions effective October 1, 2005, 5.5% Pension Plan Contributions effective October 1, 2005
- 7.00% Pension Plan Contributions effective October 1, 2006; and 2.00% for employees who are members of the Public Service Superannuation Plan.
- **Effective October 9, 2011, the employee and Employer contributions shall be 7.25% of gross regular salary for employees in the Public Employees' Pension Plan.**

RETROACTIVITY

All employees on staff on the date of signing of this document will be entitled to receive retroactive payment commencing October **2009**.

Upon written request to the Employer within 120 days of signing of the Collective Agreement, employees, except those terminated for cause, who have left the service after October 1 **2009**, shall receive any eligible retroactivity resulting from the October 1 **2009** general wage increase. Any entitlements not claimed within the 120 day period shall be deemed to have lapsed.

Signed, **June 24, 2011**, on
behalf of the Saskatchewan
Crop Insurance Corporation

Sandor Jerkovits

Dorian Hassard

Danny Dunn

Darby Warner

Terry Dingle

Terri Kentel-Weinheimer

Signed, **June 24, 2011**, on
behalf of the Saskatchewan
Government & General
Employees' Union

Alan Evans

Michele Kozak

Glen Rowden

Larry Buchinski

Matt Lucas