

LIVESTOCK SERVICES OF SASKATCHEWAN CORPORATION

LOCAL 1580

**October 1, 2021 to
September 30, 2023**

COLLECTIVE AGREEMENT

Saskatchewan Government and General Employees' Union

SGEU

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**LIVESTOCK SERVICES
OF SASKATCHEWAN CORPORATION**

AND

THE SASKATCHEWAN GOVERNMENT AND GENERAL

**EMPLOYEES UNION
LOCAL 1580**

October 1, 2021 to September 30, 2023

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this **14th day of December, 2022**

between

LIVESTOCK SERVICES OF SASKATCHEWAN CORPORATION
hereinafter referred to as "the Employer"

PARTY OF THE FIRST PART

and

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

PARTY OF THE SECOND PART

PURPOSE

Whereas it is the desire of both parties of this Agreement to:

- a) Promote cooperation and understanding between the Employer and the employees to ensure the delivery of quality services.
- b) Provide services that are efficient, respectful and safe.
- c) Jointly operate in a manner that is economical, eliminates waste and promotes the morale, wellbeing and security of all employees in the Bargaining Unit.
- d) Maintain the viability of Livestock Services of Saskatchewan Corporation.
- e) Maintain and improve harmonious relations between the Employer and the employees.
- f) Recognize the mutual value of joint discussions and negotiations in matters pertaining to the working conditions, the working environment, and the continuous improvement of service to the tenants.

It is on these principles that the parties to this Agreement do hereby enter into, establish and agree to the following terms.

ARTICLE 1 DEFINITIONS

1.1 Meanings

1.1.1 In this agreement, unless the context otherwise requires, the expression:

- a) 'Classification Level & Pay Band
as per Appendix A.
- b) 'Classification Plan'
means the established classification plan and the rules for amendment and continuous administration thereof.
- c) 'Core Competencies'
means the knowledge, skills, abilities and personal attributes that are critical to effective, successful performance for a position within an occupation.
- d) 'Day'
A day shall be defined as the twenty-four (24) hour period from midnight to the following midnight.
- e) 'Demotion'
means a change of employment from one position to another position that has a lower maximum hourly rate of pay.
- f) 'Earnings'
means the regular salary and includes overtime payment, special bonuses or allowances.
- g) 'Employee(s)'
means all employees covered by the provisions of this agreement.
- h) 'Employer'
means the Livestock Services of Saskatchewan Corporation.
- i) 'Occupation'
means a group of jobs where the nature and type of work is essentially the same.
- j) 'Parties'
means the SGEU Local 1580 Negotiating Committee and the Livestock Services of Saskatchewan Corporation.
- k) 'Permanent Employee'
means where the words "Permanent employee(s)" appear in the collective agreement, it includes the following two (2) definitions, unless specifically stated otherwise:

- i) 'Permanent Full-Time Employee'
means an employee in a permanent full-time position who has successfully completed an initial probationary period.
- ii) 'Permanent Part-Time Employee'
means an employee in an ongoing less than full-time position who has successfully completed an initial probationary period.
- l) 'Probationary Employee'
means an employee in a permanent position on initial probation.
- m) 'Promotion'
means a change of employment from one position to another position that has a higher maximum hourly rate of pay.
- n) 'Reclassification'
means the assignment of a different classification level where changes of duties and responsibilities have occurred.
- o) 'Reclass Challenge'
Defined as a group of employees reporting to the same supervisor or manager, who has the authority to, and has, assigned the change in duties.
- p) 'Term Employee'
means an incumbent in a position of an emergent or short-term nature and whose tenure of employment is limited to a defined period of time, not to exceed nine (9) months unless agreed to by the parties;
- q) 'Transfer'
means a movement of an employee from one position to another position that has the same maximum hourly rate of pay.
- r) 'Union'
means the Local 1580 Bargaining Unit of the Saskatchewan Government and General Employees' Union (SGEU).

1.2 **Gender**

1.2.1 **The pronouns “they”, “them” and “their” used throughout the Agreement shall represent all genders singular and plural.**

ARTICLE 2 SCOPE

2.1 This agreement shall apply to all employees, within the Livestock Services of Saskatchewan Corporation as indicated in the Certification Order LRB File Number 106-17 and as amended by agreement of the parties:

- a) Except for the following:
 - i) Chief Executive Officer;
 - ii) **Finance Manager**
 - iii) **Operations Manager**
 - iv) Human Resources Manager
 - v) Payroll & Benefits Manager
 - vi) District Managers
 - vii) **IT Manager**
- b) The parties agree to interpret scope exclusion clauses on the basis of the requirements of the position and not the association or education of the employee.

ARTICLE 3 UNION SECURITY PROVISIONS

3.1 **Recognition of the Union as Sole Bargaining Agent**

3.1.1 The Livestock Services Corporation agrees to recognize the Union as the sole collective bargaining agent for the employees covered by this agreement and hereby consents and agrees to negotiate with the Union or its designated representatives on matters relating to conditions of employment, rates of pay and hours of work.

3.1.2 The parties agree to continue to work towards a cooperative approach to solving problems and shall allow Union stewards to investigate disputes during work time at the work site. These investigations shall not unreasonably interfere with the operations of the Employer and shall not be unreasonably withheld.

3.1.3 Employees elected as stewards shall be responsible to notify the Employer in writing of their appointment.

3.2 Maintenance of Membership

3.2.1 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 be a member in the Union and maintain membership in the Union as a condition of his employment.

3.2.2 The Livestock Services Corporation agrees to deduct on behalf of the Union all dues, initiations, assessments, or levies and remit such money monthly to the Union. Payment for Union leave owed to the Employer will be deducted from the dues prior to forwarding dues to the Union. The Livestock Services Corporation shall provide the Union with a detailed statement of such deductions. At the request of the Union, the Employer shall recover any overpayment to an employee as a result of leave for Union business. Such overpayment shall be submitted to the Union.

3.2.3 An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his/her salary.

3.3 Employee Orientation

3.3.1 The Employer shall notify the local steward of all new employees hired and each new employee shall be advised of the name of their steward. The Employer agrees that the steward at the geographic location will be given the opportunity to meet with each new employee during regular working hours without loss of pay.

3.3.2 The Employer agrees to provide all employees in new assignments adequate and appropriate orientation to perform the duties of their new assignment.

3.3.3 The Employer shall make available to the union a physical and electronic bulletin board in the office so that the employees have access to it. Upon which the union shall have the right to post notices and information which may be of interest to the employees.

3.4 Reassurance: Continuous Bargaining, Addressing and Revisiting Issues

3.4.1 The parties are committed to establishing a positive working relationship and to solving problems throughout the term of the collective agreement.

3.4.2 The parties agree to address all issues and revisit provisions contained in the collective agreement to resolve matters of concern.

3.4.3 These undertakings do not mean that all issues will be resolved. Rather, the commitment is to seek resolution in good faith.

- 3.4.4 Any proposed changes to the collective agreement that result from the forgoing negotiations must be approved by the principals of the party.
- 3.4.5 If in the re-write of this agreement has resulted in a provision or article being unintentionally omitted or inadvertently results in a different interpretation, the parties agree to apply the interpretation of the **Livestock Services of Saskatchewan Corporation collective agreement expired September 30, 2021**. It was not the parties intent to change the existing application or intent of any provision of the collective agreement unless specifically agreed to between the parties.

ARTICLE 4 INTERPRETATION OF AGREEMENT

4.1 Agreement Interpretation and Negotiation of Disputes that Arise

- 4.1.1 The Employer shall interpret this agreement. In the event of a dispute the Union may, within thirty (30) calendar days of receipt of such interpretation, give notice that it wishes to negotiate in respect to the disputed interpretation or application of the agreement.

4.2 Arbitration of Disputes, Interpretations or Application of Agreement

- 4.2.1 Disputes arising out of the interpretation or application of the terms of this agreement, which cannot be resolved by negotiations within a reasonable time, may be referred to Arbitration as defined in the Arbitration articles.

4.3 Letters of Understanding

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

4.4 Duration of Agreement

- 4.4.1 This agreement, except as specified otherwise herein, shall be effective from **October 1, 2021 to September 30, 2023** and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party between sixty (60) days and one-hundred and twenty (120) days prior to the anniversary date hereof.
- 4.4.2 Where written notice has been given, as above, the provisions of this agreement will remain in effect until a new agreement is concluded.

ARTICLE 5 CLASSIFICATION/RECLASSIFICATION

5.1 Creation of New Occupations

- 5.1.1 When a new occupation is created and classified or existing occupations are re-classified the parties will negotiate its inclusion or exclusion and, if included, the hours of work and rate of pay.

5.2 Permanent Employees May Request Review of Their Classification

- 5.2.1 When an employee believes **their** assigned duties and responsibilities have altered sufficiently to justify a review as to the appropriateness of **their** position classification, **they** may request a classification review. Employees must document the changes to assignment in the appropriate section of the job description form.
- 5.2.2 When, as a result of a classification review a position is permanently reclassified to a higher classification level it will be effective the first day of the pay period immediately following the day on which the request was received by the employer.
- 5.2.3 When a position is reclassified to a classification level with a lower maximum hourly rate of pay, it will be effective the first day of the pay period immediately following the date of the classification decision.
- 5.2.4 Upon completion of the classification review, the employee will receive a written notice of the decision. Upon request, the Director of Human Resource will provide written rationale for the decision.
- 5.3 **Challenges to Reclassified Positions by Other Employees**
- 5.3.1 Such a reclassified position becomes subject to the challenge process when another employee establishes to the satisfaction of the Employer and the Union that **their** promotional opportunities have been unjustly curtailed in view of the fact that the duties might as readily have been assigned to her.

- a) The challenge is initiated by the challenger forwarding **their** resume to the Commission by the posted deadline. The challenge is valid if the challenger is:
 - i) more senior;
 - ii) of the same employment status (PFT; PPT) ;
 - iii) in the same occupation and pay band; and
 - iv) geographical location.
- b) If the challenger is qualified, the challenger's position will be permanently reclassified at the higher level effective the first of the pay period following the original decision.

- c) The original incumbent shall be appointed to his previous position at his previous classification level effective the first day of the pay period immediately following the date of the change.

ARTICLE 6 STAFFING

6.1 Filling Vacancies by Transfer

6.1.1 A vacant position may be filled by transfer of an employee within the Corporation.

6.1.2 The Union shall be provided notification of the Employer's intent to fill a vacant position by transfer or demotion prior to the transfer or demotion taking effect.

6.2 Filling Vacancies from Re-employment Lists

6.2.1 Prior to going to competition to fill a permanent vacancy, a person determined to be qualified by the Employer for re-employment into that position, shall be appointed from the Service-Wide Re-employment List.

6.3 Employees Ranked in Order of Service-Wide Seniority

6.3.1 Re-employment lists shall be established with the names of employees ranked in order of service-wide seniority. Employees will be considered for all positions in their occupation and classification level and any other occupations in the same or lower classification level, as specified by the employee, for which, in the opinion of the Employer, they may be qualified.

6.4 Application of Re-employment List

6.4.1 The list shall be made up as follows and shall be exhausted in the order set out:

- a) Persons laid off because of the necessity of reducing staff and persons returning from a prolonged illness or disability claim.
- b) Persons displaced by reversion.
- c) Persons who have exercised their bumping rights to bump into a lower classification level.
- d) Persons whose former positions have been reallocated or reclassified downward.
- e) Persons who have been placed on the Service-Wide Re-employment List for other reasons as outlined in this agreement.

6.4.2 Re-employment List Expired

- a) Employee names will appear on the list for their regular occupation and level in the order of highest total seniority.
- b) Employee names shall remain on the employment list for two (2) years.
- c) An employee shall have the right to refuse two (2) offers of employment within the two (2) year period. Refusal of a second offer will result in the employee's name being removed from the Re-employment List.

6.4.3 Employee May Place Restrictions on **Their** Re-employment From List

- a) An employee shall be allowed to submit and modify restrictions under which **they are** available for re-employment, e.g. job, level, geographic location. This is to be provided in writing to the Employer.

6.4.4 Filling Vacancies by Competition

- a) If Appointments Cannot Be Made From Lists
 - i) If an appointment from the re-employment lists cannot be made, the position shall be advertised.
- b) Positions Subject to In-Service Competition
 - i) A competition may be advertised such that out-of-service candidates are eligible to apply. In such a case, however, in-service candidates must be considered prior to any other candidate.
- c) Eligibility to Apply to Competitions
 - i) Any employee who has completed the equivalent of an initial probationary period shall be eligible to apply and be considered for in-service competitions prior to a competition being expanded to the general public.
- d) Core Competencies Used as Basis for Evaluation
 - i) Core competencies developed for all occupations shall constitute the basis for the evaluation of the qualifications of any applicant. Required qualifications for any occupations will be established or amended by the Employer in consultation with the Union.

- e) New Names Added to Competition
 - i) When there is an insufficient number of qualified applicants in a competition, new applicants added to the competition will be subject to normal staffing provisions.
- f) Employee Has Right to Feedback on Examination Results
 - i) An employee who has been examined by interview shall have the right to feedback by the Employer with regard to their strengths and weaknesses as revealed by the results.

6.4.5 Appointment of Senior Qualified Employee

- a) The employee with the most service-wide seniority who has been determined as qualified for a position on promotion, transfer, or demotion shall be appointed by the Employer.
- b) In the case of multiple vacancies, the policy of appointing the senior qualified employee shall apply to the same number of senior qualified employees as the number of vacancies to be filled.

6.5 Permanent Part-Time Staffing

- a) The Rehabilitation Placement Process may supersede the Permanent Part-time and Term staffing article.

6.5.1 Access to Work

- a) Where operational requirements permit, permanent part-time or term work which is determined to be available will be offered to Permanent Part-time employees at the same level and occupation within the work unit up to 100% of full-time hours, on a senior qualified basis prior to hiring additional employees.

6.5.2 Permanent Part-Time Staffing

- a) If, in accordance with Article 6.5.1- Access to Work, permanent part-time work cannot be assigned to existing Permanent Part-time employees, the employer will review the seniority unit re-employment list and offer the position in order of seniority to a qualified employee on the re-employment list at the same level and occupation.
- b) If the work cannot be assigned in accordance with A) above, the permanent part-time position shall be posted.

6.5.3 Permanent Part-Time Staffing Process

- a) The staffing process shall be conducted by the employer and follow the same principles as the permanent Full-time staffing process.

6.5.4 Permanent Part-Time Re-employment Lists

- a) A re-employment list shall be maintained by the Employer and follow the same principles as outlines Permanent Full-time Re-employment List.

6.5.5 Reduction in Work

Reduction in hours of work in a geographical location will be on an inverse order seniority basis wherever operational requirements permit.

ARTICLE 7 PROBATION

7.1 Initial Appointment

All employees, except Term, shall serve a twelve (12) calendar or twenty-four (24) calendar month initial probationary period, based on the following:

- a) every employee working a minimum of 40% of full-time hours shall serve a probationary period of twelve (12) calendar months;
- b) if the employee is working less than 40% of full-time hours, **they** shall serve a probationary period of twenty-four (24) calendar months; and
- c) a determination of whether the employee has worked the minimum of 40% will be made during the 11th month of the initial probationary period.

7.1.2 The employee shall be afforded the appropriate seniority and employment security rights of a Permanent employee on successful completion of their initial probationary period..

7.1.3 At the start of their probationary period, employees will be advised of expectations regarding standards of performance.

7.1.4 The initial probationary period may be extended by upon agreement by the parties.

7.2 Probationary Evaluations During Probationary Period

7.2.1 Probationary evaluations shall be completed on every employee midway through their probationary period and one month prior to the expiry.

- 7.2.2 The Employer shall assess performance during a probationary period for the purpose of discussing with the employee his work performance, accomplishments, strengths, as well as areas requiring development. Prior to submission to the Employer, the employee shall sign all probationary evaluations. At his request, the employee shall be provided with a copy of his assessment.
- 7.2.3 When an employee is to receive a probationary review that identifies a requirement for significant improvement in order to be considered for permanent status, the Employer will advise the employee that they may bring union representation. Confidentiality of work/client information must be maintained.
- 7.2.4 A Permanent employee in:
- a) a position within the scope of this Agreement; or
 - b) an out-of-scope position.
- who does not successfully complete his probationary period shall revert to the position in which **they** last held permanent status, at **their** former rate, subject to any increments that **they** would have received had **they** remained in that position. If there is no former position due to job abolishment, the employee shall have the right to exercise bumping rights in accordance with the bumping articles. Should the employee choose not to bump, **they** shall be deemed to have opted to go on layoff, or **they** may resign and receive severance pay. The reinstatement from definite leave of Absence provisions shall also apply.
- 7.2.5 A permanent employee who is appointed from the re-employment list and does not qualify in his probationary period shall be returned to his former place on the re-employment list.
- 7.2.6 A permanent employee on probation shall, upon written request to the Employer, request to revert to his former position subject to any increment that **they** would have received had **they** remained in that position.
- 7.2.7 A permanent employee displaced through the application of the reversion provisions shall also have the right to revert to his former position at his former rate in the salary range, subject to any increments they would have received had **they** remained in that position. If there is no former position, the employee shall have the right to exercise bumping rights in accordance with the bumping articles. Should the employee choose not to bump, **they** shall be placed on the service wide reemployment list or opt to go on layoff, resign and receive severance pay.

ARTICLE 8 SENIORITY

8.1 Entitlement

8.1.1 Employees shall possess seniority based on employment within the Bargaining Unit, subject to the following considerations:

- a) An employee shall not acquire seniority until **they** pass **their** initial probation.
- b) At that time a seniority date shall be calculated, retroactive to the commencement of his employment. An employee shall maintain this seniority date subject to the provisions of this Agreement.

8.1.2 Seniority shall be maintained for:

- a) All periods of paid leave.
- b) Leave of absence without pay for periods not exceeding six (6) months.
- c) Maternity leave.
- d) Adoption leave.
- e) Paternity leave.
- f) Layoff up to and including three (3) months.
- g) Prolonged or unpaid medical leave up to three (3) years.
- h) Workers' Compensation leave up to two (2) years.
- i) Compassionate leave.
- j) Long-term disability.
- k) Any other legislated leaves

8.2 Maintenance of Seniority

8.2.1 Seniority shall be maintained, but shall not accrue, during:

- a) Periods of unpaid leaves of absence over six (6) months.
- b) Appointment to an out-of-scope position.
- c) Layoff over three (3) months to a maximum of twenty-four (24) months.

8.3 **Loss of Seniority**

8.3.1 An employee shall lose seniority in the event the employee:

- a) Is dismissed for just cause and not reinstated.
- b) Voluntarily terminates.
- c) Fails to comply with the re-employment provisions of return from layoff within five (5) days of the Employer issuing notice of re-employment by registered mail.
- d) Abandons **their** job.
- e) Permanent out-of-scope promotion.

ARTICLE 9 HOURS OF WORK

9.1 **General Provisions**

9.1.1 Rest Periods

- a) Employees shall be entitled to two (2) fifteen (15) minute rest periods in each eight (8) hour shift and three (3) fifteen (15) minute rest periods in each twelve (12) hour shift. Other employees shall be entitled to a morning and afternoon rest period of fifteen (15) minutes each. An employee working less than full-time daily hours, shall be entitled to a fifteen (15) minute rest period for each continuous period of three and one-half (3½) hours worked in a day.
- b) Rest periods shall be scheduled to meet the needs of the agency.

9.1.2 Travel Time

- a) All travel time authorized by management will be considered as part of hours worked. Should an employee be unable to get prior authorization for the purpose of travel time, authorization may be given retroactively by management.

9.2 **Permanent Part-Time Employees**

9.2.1 Permanent Part-Time shall work hours as assigned by management and shall be subject to the hours of work arrangements in this agreement. The hours of work arrangements are not a guarantee of work. When Permanent Part-Time are assigned to work 100% of full-time hours, the Employer will schedule an Earned Day Off (EDO) every two or three weeks, based on hours of work designation, during the period of the 100% assignment.

- 9.2.2 Permanent Part-Time employees scheduled to work shall be given three (3) hours work or pay in lieu, at regular rates, if management is aware that work will not be available on that day and fails to notify the employee prior to the normal starting time and the employee reports for work.
- 9.3 **Permanent Full-Time Employees**
- 9.3.1 Management to Establish Two (2) or Three (3) Week Work Cycle
- a) Management shall establish the two (2) or three (3) week work cycle and approve employee work schedules and EDOs before they become effective. Where work permits, employees will normally be granted two (2) consecutive days of rest per week and where possible they will be Saturday and Sunday.
- 9.3.2 Special Hours of Work and Shift Arrangements
- a) The hours of work provisions may be altered by mutual agreement of the parties to provide greater flexibility and service delivery.
- 9.3.3 Office 5-4 (72 Hours per 2-week Cycle)
- a) Employees shall work eight (8) hours per day (72 hours per 2-week cycle). The hours of work shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. with a one (1) hour lunch break taken between 12:00 p.m. and 1:00 p.m. By mutual agreement between the manager/designate and the employee, the lunch break may be taken between 11:00 a.m. and 2:00 p.m. Saturday and Sunday shall be designated as days of rest.
- b) Employees may request and the Employer may approve flexible start and stop times and lunch breaks. Lunch breaks shall be a minimum of one-half (½) hour.
- 9.3.4 Altered Work Pattern – Eight (8) Hours per Day
- a) The following may be altered by mutual agreement at the local level:
- i) daily on and off duty times for each shift;
 - ii) length of time to be spent on each tour of duty;
 - iii) order of rotation through various tours of duty;
 - iv) regular assigned days of rest; and
 - v) fixed tours of duty.

- b) When a work pattern is altered and does not have an effect on the administration of any of the contract benefits, it may be signed off at the local level (i.e. eight (8) hour days in a 7-3, 7-4, 7-2, 7-5 shift rotation). Any change to the definition of a day requires the agreement of the parties.

9.3.5

Field

- a) The hours of work for all field employees shall be averaged on the basis of eight (8) hours multiplied by the number of normal working days in each four (4) week averaging period, and shall be unregulated within any working day or series of working days and approved by management. The number of hours to be worked in each averaging period shall be reduced by eight (8) hours for each scheduled EDO which falls in that averaging period and by eight (8) hours for each designated holiday in the averaging period.

9.4

Earned Days Off (EDO)

9.4.1

Employees working thirty-six (36) hours per week shall have one EDO every two weeks. Employees working thirty-seven and a third (37 1/3) hours per week shall have one EDO every three (3) weeks. Both shall be subject to the following:

- a) office employees EDOs shall normally be taken on Friday, or Monday. At the employee's request and by mutual agreement locally, EDOs may be taken on any day of the week.
- b) wherever possible EDOs for regulated thirty-six (36) and thirty-seven and a third (37 1/3) hour employees shall be scheduled adjacent to days of rest except where they may be rescheduled by mutual agreement between the employee and the supervisor.
- c) EDOs shall not alter the employee's regular days of rest.
- d) there shall be no claim for sick leave when an employee is ill on an EDO.
- e) employees on sick leave, vacation leave, educational leave, or other approved leave, with or without pay, shall resume their normal work cycle when they return to work. There shall be no accumulation of an employee's EDOs that would have been taken during the period of the leave.
- f) while on sick leave or vacation leave, the number of days charged against the employee's sick, or vacation leave shall not include his EDOs during that period.

- g) When an employee is authorized to attend a training course that falls on his EDO, and does not involve a leave of absence, the employee can request that the EDO be banked, and management will either grant the request or by mutual agreement reschedule the EDO.
- h) When an employee is directed to attend a training course that falls on his EDO and does not involve a leave of absence the employee can request to bank the EDO at one and one half-times or receive pay at one and one-half times the employee's hourly rate of pay.
- i) EDOs that fall on a designated holiday shall be rescheduled to the preceding or next following working day by mutual agreement.
- j) **Upon request employees shall be permitted to bank EDOs. If such EDOs cannot be taken by the end of the fiscal year, an employee shall be eligible to carry all hours to August 31 of the next fiscal year. At August 31 each year all accumulated EDO balances, both unused carry over and newly accrued, shall be paid out.**
- k) upon request, employees shall be permitted to use a partial EDO by local mutual agreement.

ARTICLE 10 OVERTIME

10.1 Hourly Rates – Conversion Formula

10.1.1 Hourly rates shall be calculated on the basis of the following formulas:

$$\begin{array}{lcl} 5 \text{ day} - 37 \frac{1}{3} \text{ hours} & = & \frac{\text{bi-weekly rate}}{74.666} \\ (5/5/4 \text{ work cycle}) & & \end{array}$$

$$\begin{array}{lcl} 5 \text{ day} - 36 \text{ hours} & = & \frac{\text{bi-weekly rate}}{72.0} \\ (5/4 \text{ work cycle}) & & \end{array}$$

10.2 Overtime Must Be Authorized

10.2.1 A designated official must authorize overtime. Verbal authorization may be given in emergent situations. The number of hours worked shall be signed off by a designated official and forwarded for payment.

- 10.3 **Overtime within the Averaging Period**
- 10.3.1 Overtime shall not be included as time worked for the purposes of the employee's averaging period except when taken as time in lieu. Number of hours eligible to work, must be reduced by the number of hours taken as time in lieu.
- 10.4 **All Employees Except Field**
- 10.4.1 On a Regular Work Day
- a) Payment shall not be made for overtime under one-half ($\frac{1}{2}$) hour. Payment shall be made at one and one-half ($1\frac{1}{2}$) times the employee's hourly rate for the first four (4) hours worked and at double time for all hours worked above four (4) on that day.
- 10.4.2 On Assigned Days of Rest
- a) An employee who is required to work on **their** regularly assigned days of rest, shall be paid at the rate of double time for all hours worked on that day, with a minimum two (2) hour guarantee at overtime rates.
- 10.4.3 On Earned Days Off
- a) Employees shall receive overtime at one and one-half ($1\frac{1}{2}$) times their regular rate for all hours worked on a earned EDO except when banking the EDO.
- 10.5 **Field Employees**
- 10.5.1 On a Regular Work Day
- a) All field employees shall receive pay at one and one-half ($1\frac{1}{2}$) times their regular rate for all hours worked in excess of the hours to be worked at straight time within the averaging period and after eleven (11) hours in a day.
- b) Where the hours worked in excess of eleven (11) are continuous and cross over midnight, overtime rates in A) will apply.
- 10.5.2 On an Assigned Day of Rest
- a) A field employee will be assigned one (1) day of rest per week. An employee who is required to work on **their** assigned day of rest shall be paid at the rate of double time for all hours worked in that day, with a minimum of two (2) hours guarantee at overtime rates. The parties may waive this provision as appropriate.

10.6

Special EDO Provisions

The following special provisions may be implemented by mutual agreement between the manager/designate and the employee:

- a) notwithstanding the above, scheduled EDOs shall be worked and accumulated at straight time rates;
- b) any scheduled EDOs worked for the purpose of accumulation shall not be included as actual hours worked in the averaging period for the calculation of overtime entitlement;
- c) the duration of the averaging period shall be considered expired if an employee is dismissed, resigns, promotes, demotes, transfers or is on an approved leave of absence without pay or lay-off for a period of three (3) calendar weeks or more. The EDOs accumulated in that period in time shall be paid out at one and one-half (1½) times the employee's regular hourly rate of pay for each EDO based upon the rate of pay in effect at the time of the expiration of the averaging period, as set out in this provision.

10.7

Time In Lieu of Overtime (TIL)

10.7.1

At the request of the employee, management shall allow the employee to bank time at the appropriate premium rate in lieu of payment for overtime or to be paid at the appropriate premium rate. **Time off shall be taken at a mutually acceptable time. If such TIL cannot be taken by the end of the fiscal year, an employee shall be eligible to carry over a maximum 120 hours to August 31 of the next fiscal year. At August 31 each year all accumulated TIL balances, both unused carry over and newly accrued, shall be paid out. Employees may also request pay out of accumulated TIL throughout the year.**

ARTICLE 11

TEMPORARY ASSIGNMENT OF HIGHER DUTIES

11.1

Eligibility Criteria

11.1.1

The temporary assignment of an employee to perform the duties of another position classified at a level having a higher maximum hourly rate of pay than the classification level of his/her home position.

11.1.2

The temporary assignment of new duties to an employee in his/her position, the result of which warrants a classification level having a higher maximum hourly rate of pay than the classification level of his/her home position.

11.1.3

An employee in a position that has been assigned a classification level on temporary assignment of higher duties shall receive premium payment for each day of assignment including days of approved paid leave.

- 11.1.4 Except for term employees, payment will be at an hourly rate which provides for an increase of eight percent (8%) over the employee's current hourly rate, adjusted for change in hours of work where required. If the increase of eight percent (8%) produces an hourly rate below the minimum of the range for the temporary assignment position, the salary shall be adjusted to the minimum of the range. In no case shall the hourly rate be more than the maximum of the range for the higher classification level.
- 11.1.5 An employee, while in a position subject to temporary assignment of higher duties shall be eligible to receive increments and economic adjustments in his home class and the supplementary payment for the temporary assignment of higher duties shall be recalculated on the revised salary.

ARTICLE 12 DESIGNATED HOLIDAYS

12.1 Designated Holidays with Pay

- 12.1.1 Designated holidays with pay shall be New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, **Truth and Reconciliation Day**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

12.2 Special Provisions

12.2.1 Permanent Full-Time

- a) Employees whose regular weekly days off are Saturday and Sunday on a permanent basis (including Field employees for the purpose of this clause), the following rules shall apply:
 - i) when a designated holiday falls on Sunday, the following Monday shall be deemed to be a holiday in lieu thereof;
 - ii) when a designated holiday falls on Saturday, the Employer shall designate another working day, either the preceding Friday or the following Monday, to be observed as the holiday in lieu thereof, or as agreed to by the parties.

12.2.2 Permanent Part-Time

- a) Employees will be paid 5.4% of regular earnings for each pay period in lieu of pay for designated holidays not worked. Earnings for this purpose shall not include vacation leave pay but shall include shift differential and weekend premium.

12.3 **Working on a Designated Holiday**

12.3.1 Employee Required to Work on a Designated Holiday

- a) An employee required to work on a designated holiday shall be entitled to their regular pay plus one and one half (1½) times their regular pay for each hour up to the normal hours they work. This shall be paid out or may be taken as time in lieu by mutual agreement between the manager/designate and the employee.

12.4 **Overtime Work**

12.4.1 An employee who is required to perform overtime work on a designated holiday shall be paid at the rate of two and one-half (2½) times their regular pay for each hour in excess of normal hours they work or granted time in lieu at the premium rate.

12.5 **Working on a Designated Holiday Falling on a Day of Rest**

12.5.1 When a designated holiday falls on an employee's assigned day of rest, and the employee is required to work, **they** shall be compensated in addition to **their** regular pay at a rate of time and one-half (1½) for hours worked and given a day off in lieu of the assigned day of rest.

12.6 **Regular Pay Defined**

12.6.1 Regular pay is defined as follows:

- a) Permanent Full-Time employees: total bi-weekly salary (includes payment for Designated Holidays);
- b) Permanent Part-Time: 5.4% of regular earnings for each pay period in lieu of pay for Designated Holidays not worked. Earnings for this purpose shall not include vacation leave pay but shall include shift differential and weekend premium.

ARTICLE 13 PAY ADMINISTRATION

13.1 **General Provisions**

13.1.1 Equal Pay for Work of Equal Value

- a) The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the gender of the employee as determined by the job evaluation factors in the classification plan.

13.1.2 Pay Calculation for Full Pay Period

- a) Employees who are paid on the exception reporting bi-weekly payroll and commence or resume employment on the first working day of the pay period shall be entitled to a full pay period's salary and to credits for vacation leave, sick leave and increment purposes.

13.1.3 Pay Calculation for Partial Pay Period

- a) For the purpose of determining earnings for a partial pay period applicable to employees who are paid on the exception reporting bi-weekly payroll, the following shall apply:
- b) number of hours worked times the hourly rate of pay;
- c) hours worked shall include approved leave with pay, e.g. designated holidays, sick and vacation leave.

13.1.4 Repayment

- a) Matters of repayment are best dealt with on an individual case basis. Whenever an employee is required to repay the Employer, a repayment option will be negotiated with the employee to ensure the employee is not left in financial hardship.

13.2 **Increments**

13.2.1 Entitlement for Probationary and Permanent Full-Time Employees

- a) A probationary or Permanent Full-Time employee shall be entitled annually, to an increment of four percent (4%) within their range.
- b) The effective date for payment of an increment shall be the first day of the pay period which commences on or after the increment date.

13.2.2 Increments for Permanent Part-Time

- a) Provided that periods of employment are not interrupted by resignation, dismissal, or an interval of non-employment of greater than one hundred and eighty (180) calendar days, an employee shall be entitled annually, to an increment of four percent (4%) within his pay range of his classification level.
- b) An employee must work the equivalent of two hundred (200) days in a classification level to earn an annual increment.

- c) Where an employee has not worked the required one hundred (100) or two hundred (200) days prior to his increment date, it shall be adjusted to the first day of the pay period following the completion of the required days worked.
- d) The effective date for payment of an increment shall be the first day of the pay period which commences on or after the increment date

13.2.3 Establishing Increment Dates

- a) Annual increment dates shall be established for employees based on date of employment.

13.2.4 Following Leaves of Absence Without Pay and Permanent Lay-off

- a) When an employee returns after ninety (90) consecutive calendar days or less from a leave of absence without pay, or permanent lay-off, there shall be no change in their increment date. When an employee returns from a leave of absence without pay, or permanent lay-off, after ninety (90) consecutive calendar days, they will be eligible to receive an increment after twelve (12) months of actual service, less the time earned toward an increment before the leave of absence without pay, or lay-off, was taken subject to establishment of increment date provisions above.
- b) The date upon which **they** become entitled to the increment shall be **their** new increment date. When the leave is under the Employer sponsored educational program or for illness covered by *The Workers' Compensation Act*, there shall be no change in the increment date regardless of the length of the leave of absence.

13.2.5 Movement Within the Agreement

- a) An employee moving to another appointment within the same classification level shall have time earned in that level count towards their next increment.

13.3 **Assignment of a New Pay Range**

13.3.1 Assuming a Higher Paid Position

- a) When an employee assumes a position with a higher rate of pay, the employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than eight percent (8%) above current salary and not more than the maximum of the new range. When an employee assumes a position with a higher rate of pay on other than the first working

day of the month, the increment date shall be adjusted to the first of the month where the employee commenced work in the new position between the 1st and the 15th of the month and to the first day of the following month where the employee commenced work in the new position between the 16th and the last day of the month. Whenever an employee's increment date or an adjustment in salary occur on the same date as a promotion or reclassification, the employee shall receive the increment or adjustment before the promotional formula is applied.

13.3.2 Assuming a Lower Paid Position

- a) In the event an employee assumes a position with a lower rate of pay, the employee of the new salary range that is the closest to the employee's current rate of pay. The employee's anniversary date will not be adjusted.

13.3.3 Assuming a Position with the Same Rate of Pay

- a) When an employee assumes a position with the same rate of pay, the employee's anniversary date will not be adjusted.

13.3.4 Reversion Rights

- a) A permanent employee who fails the probationary period or opts to revert to the previously held position will be placed at the previous rate of pay, including any increments **they** would have earned had **they** not assumed the new position. By mutual agreement, the employee may revert to a similar position.

ARTICLE 14 ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

14.1 **Accommodation, Incidentals and Meals**

14.1.1 On Employer Business

- a) When accommodation and/or meals are not provided, employees shall be allowed expenses on the following basis when away from headquarters on authorized employer business.

14.1.2 Meal Allowance Claims

- a) Per diem allowance:
In Province: \$44.00 (\$3 increase) Out of Province \$54.00 (\$3)

Breakfast:	\$8.00	\$11.00
Lunch:	\$15.00	\$17.00
Dinner:	\$21.00	\$26.00

- b) A meal allowance will not be paid for:
 - i) breakfast, if departure is later than 7:30 a.m., or the return is earlier than 8:30 a.m.; or
 - ii) dinner, if departure is later than 11:30 a.m., or the return is earlier than 12:30 p.m.; or
 - iii) supper, if departure is later than 5:30 p.m., or the return is earlier than 6:30 p.m.
- c) 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, nor shall more than three (3) meals be claimed for in one (1) day.

Expenses While on Employer Business

Parking – employees working away from their headquarters building, and using either a C.V.A. or private vehicle, may recover parking charges as follows:

- i) if available within a reasonable walking distance from work, employees are expected to use off-street parking and may recover costs as supported by receipt;
- ii) if off-street parking is not available, costs of metered parking may be charged to a maximum of four dollars (\$4.00) per day without receipts. Away from Headquarters

14.2 **Use of Private Vehicles on Employer Business**

14.2.1 Employees who are authorized to use a private vehicle for employer business shall be paid a kilometre allowance for all Livestock staff

14.2.2 **Kilometre Review**

14.2.2 **The kilometre rate shall be calculated using Saskatchewan Daily Pump Price Survey data. The data shall be reviewed the third week of every month, the kilometre rate shall be adjusted and shall apply to kilometres travelled in the following month.**

14.3 **Reimbursement for Relocation Expenses**

14.3.1 A Permanent Full-Time whose headquarters is changed as a result of a promotion, voluntary/involuntary transfer or demotion, which is in the interest of **Livestock Services of Saskatchewan Corporation**, shall be reimbursed for relocation expenses in accordance with the Government of Saskatchewan's policy. It is agreed that the policy shall not be amended during the term of the agreement without the concurrence of the Union.

14.4 **Shift Differential and Weekend Premium**

14.4.1 Shift Differential

- a) Effective upon ratification a shift differential in the amount of one dollar and ninety cents (\$1.90) per hour shall be paid for all hours worked between the hours of 6:00 p.m. and 7:00 a.m. Shift differential shall not be a part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

14.4.2 Weekend Premium

- a) Effective upon ratification, a weekend premium in the amount of one dollar and fifteen cents (\$1.15) per hour shall be paid for all hours worked between the hours of 6 p.m. Friday and 7 a.m. Monday. Weekend Premium shall not be part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

14.5 **Severance Pay**

14.5.1 Job Abolished – Elects to Resign or Retire

- a) An employee whose position is abolished, and who elects to resign or retire on immediate pension, shall be entitled to severance pay. They shall be paid one (1) week's pay for each year of service, or portion thereof, commencing with the second year.
- b) In the case of an employee who has completed five (5) or more years of continuous service, severance pay shall be on the basis of one (1) week's pay for each year of service or portion thereof, commencing with the first year up to the completion of nineteen (19) years. Commencing the twentieth (20) year, severance pay shall be on the basis of two (2) weeks for each year of service or portion thereof to a combined maximum of fifty-two (52) weeks. Service for the purpose of this provision shall include continuous service in positions both within and outside the scope of this agreement. It shall not include time spent on the re-employment list but shall include time spent on seasonal lay-off.
- c) For Permanent Part-Time employees, severance will be based on percentage of time employee worked over the last calendar year.
- d) Pay will be calculated on the basis of the employee's rate of pay at the time of resignation, retirement, or when they last went on the re-employment list.

- 14.5.2 On Re-employment List Due to Lay-Off Not Re-employed
- a) An employee whose name is placed on a re-employment list due to lay-off and who is not re-employed prior to the expiry of the three (3) year limit shall be entitled to severance pay.
- 14.5.3 On Indefinite Leave Due to Lay-Off Not Re-employed
- a) An employee who chooses to go on indefinite leave as a result of lay-off, and subsequently resigns while on leave, shall be entitled to severance pay.
- 14.6 **Benefit Plans**
- 14.6.1 Group Life Insurance
- a) The Employer is a participating Employer in the Public Service Group Life Insurance Plan on behalf of all eligible employees as determined by the terms of the Plan. The Employer agrees that its share in the costs of the plan inclusive of any Employment Insurance rebate that would otherwise be payable to the employee, will be the first twenty-five thousand dollars (\$25,000.00) of insurance for each covered employee. This amount will satisfy the full rebate amount due to employees from Employment Insurance.
- 14.6.2 Pension Contributions
- a) Employees shall be members and contribute to the Public Employees Pension Plan.
- b) For all employees, contributory earnings for pension purposes shall be based on gross regular salary plus supplementary earnings except overtime, professional fees, severance pay, career assistance and group life taxable benefit.
- c) **October 1, 2021** the employee and Employer contributions shall be 8.6% effective of gross regular salary for employees in the Public Employees Pension Plan.
- 14.6.3 Extended Health and Dental Benefits
- a) The employees of the Livestock shall be members of the SGEU Health and Welfare Trust. The Employer shall provide an Employer paid dental plan to employees. The provisions of the plan shall be as per Appendix C.
- b) The employees of the Livestock Services of Saskatchewan Corporation shall be members of the SGEU Health and Welfare Trust. The Employer shall provide an Employer paid extended

health benefits plan to all employees. The provisions of the plan shall be as per Appendix D.

14.6.4 Long-term Disability (LTD)

- a) The employees of the Livestock Services of Saskatchewan Corporation shall be members of the SGEU Long-term Disability (LTD) Plan as per Appendix E.

14.6.5 Employee Family Assistance Program (EFAP)

- a) The employer of the Livestock Services of Saskatchewan Corporation shall provide an Employer paid Employee Family Assistance Program (EFAP) as per Appendix F.

14.6.6 Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit

- a) The Employer agrees to provide employees on Maternity Leave with a top up of Employment Insurance Maternity Leave Benefits to ninety-five percent (95%) of regular salary for the first seventeen (17) weeks of Employment Insurance Maternity Leave Benefits. The seventeen (17) week period will include the one (1) week waiting period.
- b) The Employer agrees to provide employees on legal adoption or parental leave with a top up of Employment Insurance Parental Leave Benefits to ninety-five percent (95%) of regular salary for up to seventeen (17) weeks. The seventeen (17) week period will include the one (1) week waiting period.
- c) If the employee applying for benefits has a partner who is employed by the Employer and who will be applying for benefits under the Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit Program (i.e. combined benefits):
 - i) Each partner must advise the Employer, in writing, with respect to the portion of the seventeen (17) weeks for which each will be requesting a payment.
 - ii) The total SUB benefit available to both partners is seventeen (17) weeks.
- d) Employees receiving benefits under this Article will be required to sign a promissory note for a return service commitment for the same number of weeks that top up is received.

ARTICLE 15 VACATION

A Permanent employee shall be entitled to and is required to take, vacation leave with pay subject to approval of the Employer and subject to the following provisions:

15.1 Vacation Entitlement

15.1.1 Permanent Full-Time

a) Permanent Full-Time employees shall be granted vacation based upon the years of service they will have completed in the fiscal year. Vacation entitlements shall be advanced to Permanent Full-Time employees at the beginning of each fiscal year.

b) Vacation entitlement shall be as follows:

Up to 7 years service	=	15 days per year prorated for partial years
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8 - 14 years service	=	20 days per year prorated for partial years
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15 - 21 years service	=	25 days per year prorated for partial years
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22+ years service	=	30 days per year prorated for partial years
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15.1.2 Permanent Part-Time

a) Upon request, Permanent Part-Time employees shall be allowed to draw upon their vacation entitlement for the fiscal year in advance. The maximum advance will generally be based upon the percentage of hours worked in the previous fiscal year.

b) Employees shall have their vacation entitlement calculated as per **15.1.1 B)** and prorated based on time worked.

15.2 Other Vacation Provisions

15.2.1 Vacation leave shall be rotated to ensure equality regardless of seniority, unless mutually agreed to at the local level.

15.2.2 An employee, who leaves the service during the fiscal year, shall be paid for unused earned vacation leave at the rate of pay applicable to such employee on **their** termination date.

15.2.3 A Permanent Full-Time employee shall be entitled, once a year, to salary in advance for his vacation.

- 15.2.4 A Permanent Part-Time employee shall be entitled, once a year, to request an advance of up to an amount of earned but unused, vacation credits.
- 15.2.5 Employees above shall request the advance in writing to his immediate supervisor not less than seventeen (17) working days before the commencement of his leave. Payment shall be made on the morning of the workday preceding the first day of his vacation leave.
- 15.2.6 Employees leaving the service upon retirement with thirty **(30)** years of service shall be entitled to pay in lieu of their full vacation entitlement for that year.
- 15.2.7 **Employees shall be entitled to carry over up to 80 hours vacation to August 31 of the next fiscal year. At August 31 each year all vacation balances, both unused carry over and newly accrued, shall be paid out.**
- 15.2.8 Where the Employer finds it necessary to restrict vacation leave in whole or in part, the employee shall be entitled to receive pay in lieu or to take the leave at another time. If the employee had entered into financial commitments (e.g. deposit on travel arrangements) in connection with vacation leave, which had been approved and then, restricted, and is unable to cancel such commitment without charge, **they** shall be reimbursed to the extent of **their** financial loss. Such reimbursement shall be dependent upon submission of documentary evidence, satisfactory to the Employer, in respect of the disbursement and its non-recoverability or non-transferability.
- 15.2.9 An employee leaving the employer who has been granted more vacation leave than is due **them** shall have such overpayment deducted from any monies owing **them** by the Employer, calculated on the basis of salary in effect at the date of termination.
- 15.2.10 If the reason for an employee's separation from the employer is the employee's death, no amount respecting vacation leave credits is to be deducted from any monies owing **them** by the Employer.
- 15.2.11 When a designated holiday falls within an employee's vacation leave period, **they** shall not be charged vacation leave for that day.

ARTICLE 16 SICK LEAVE, PRESSING NECESSITY AND FAMILY/PERSONAL LEAVE

16.1 Sick Leave

16.1.1 Sick leave is intended to be used when an employee is sick as defined below. The purpose of sick leave is to maintain salary and benefits when an employee is ill. It is not intended to be used simply as an opportunity to take time off work. Sick leave is cumulative and should be used when necessary, and with discretion, in order to ensure that it is available in sufficient amounts when an employee requires it.

16.2 Definition of Sickness

16.2.1 Sickness shall include sickness within the usual meaning of the term, as well as preventative medical and health treatments, and shall include illness or injury other than accidental illness or injury arising out of, and in the course of, employment with the Employer with the following exceptions:

- a) Advances or Loans – Third Party Liability
 - i) If an employee is in an accident entitling them to damages from a third party, the Permanent Head may authorize advances or loans to the employee to be repaid out of the damages, if any, recovered by the employee from the third party.
- b) Employer Right to Allow Sick Benefits
 - i) The Employer reserves the right to determine whether an employee shall be allowed sick leave benefits when his disabilities are the result of engagement in criminal activities.

16.3 Sick Leave Eligibility

16.3.1 General

- a) Drawing on Future Sick Leave Credits
 - i) The Employer may allow an employee to draw on **their** future sick leave credits to a maximum of thirty (30) days. If the employee terminates employment or retires, any overdrawn amount owing will be recovered.
 - ii) If the reason for an employee's separation from the employer is the employee's death, no amount respecting sick leave credits is to be deducted from any monies owing **them** by the Employer.

- b) Reimbursement of Overdrawn Sick Leave Credits
 - i) Where an employee is overdrawn on sick leave, up to one-half ($\frac{1}{2}$) of the current year's entitlement shall be applied against the overdrawn amount and any sick leave credits available at the end of the fiscal year shall be applied to the overdrawn balance.
- c) Reinstatement of Sick Leave Credits
 - i) Upon written application, a Permanent employee who has had a break in service with the Employer after July 1, 1998 and returns to work for the Employer within three (3) years from the break in service, shall be credited with all accumulated unused sick leave **they were** credited with prior to the break in service. The three (3) year period shall not include time spent on the re-employment list.
- d) Exceeding the Sick Leave Benefits
 - i) An employee leaving employment that has overdrawn their sick leave shall have deducted from any monies owing them by the Employer an amount calculated on the basis of the number of days sick leave overdrawn at the rate of salary on separation.
- e) Illness During Vacation Leave
 - i) An employee whose vacation leave is interrupted by illness or injury that requires hospitalization for a period of two (2) consecutive days or more shall, upon request, have such period of hospitalization charged against available sick leave credits. The employee will be required to provide medical evidence of such confinement.
 - ii) Notwithstanding the above, in exceptional instances an employee may request that sick leave be substituted for vacation leave when the employee is incapacitated due to illness or injury prior to or during vacation leave. The employee shall provide medical documentation to substantiate the request.
- f) Designated Holiday During Sick Leave
 - i) Designated holidays occurring when an employee is on sick leave shall not be charged against the employee's sick leave credits.

16.3.2

Permanent Full-Time

- a) Under Three (3) Months of Service

- i) Probationary Full-Time employees with less than three (3) months service shall be allowed five (5) days of sick leave.
- b) Three (3) or More Months of Service
 - i) Probationary/Permanent Full-Time employees with three (3) or more month's service shall, at the beginning of the fiscal year, be credited with fifteen (15) sick leave days. Sick leave shall be earned on the basis of one and one-quarter (1¼) days for each month of service. Any unused sick days shall be accumulated from year to year.
- c) Partial Month
 - i) Employees shall earn sick leave in a partial month worked as follows:
 - Annual sick leave credit (15 days) / 12 months / calendar days in a month x calendar days of work in the month = sick leave days earned.

16.3.3 Permanent Part-Time and Term

- a) Permanent Part-Time and Term employees shall earn and accumulate sick leave on the same basis as the partial month calculation for Permanent Full-Time employees.
- b) Notwithstanding the foregoing, employees shall accumulate no more than one hundred and twenty (120) hours of sick leave credits per fiscal year.
- c) Probationary Part-Time and Term employees with less than three (3) months services may be allowed advanced sick leave at the discretion of the Employer.

16.4 Use of Sick Leave

16.4.1 Reporting Sickness

- a) An employee who is sick shall inform his immediate supervisor before the hour they are to report for work. Where the employee requires a replacement worker, **they** shall notify his supervisor at least one (1) hour prior to his start time.
- b) An employee who fails to inform his supervisor of his intention not to report for work shall be considered absent without leave. Except where in the opinion of the Employer extenuating circumstances exist, a deduction in pay may be made equivalent to the pay the employee would have received.

- c) All employees shall be eligible for sick leave benefits if they indicate they are unfit for work due to sickness after they are called or scheduled to report for work, or any time prior to the commencement of the shift, provided they have accumulated sick leave credits. This would not include shifts which would represent an overtime situation.

16.4.2 Proof of Illness

- a) The Employer may require an employee to provide a physician's certificate and the Employer will be responsible to pay the cost.
- b) The Employer reserves the right to call for an examination by a physician selected and paid for by the Employer.

16.5 **Pressing Necessity and Personal/Family Responsibilities**

16.5.1 Leave for Pressing Necessity is drawn from an employee's sick leave balance and may be used for emergent and compassionate leave situations in accordance with the Collective Agreement and Employer's policy on Pressing Necessity.

16.5.2 Personal/Family Leave is also drawn from an employee's sick leave balance and is to be used for carrying out a personal or a family responsibility within the context of today's societal demands and pressures. These responsibilities include matters where the employee has an obligation or duty and where **they** may be held accountable or answerable in some manner if the obligation is not met. This leave does not apply to purely discretionary personal or family matters. The individual employee's judgment should be tempered with good faith reasoning and an understanding that if abused the ability to take time off with pay for important personal or family responsibilities may be denied.

16.5.3 The usage of these paid leaves is restricted to a portion of the employee's accumulated sick leave balance due to Federal Government Employment Insurance Regulations. By complying with these regulations, we significantly reduce the cost of Group Life Insurance Premiums to individual employees.

16.5.4 In order to meet the Employer's need of running an effective, efficient work environment there needs to be a balance between personal/family responsibilities and service delivery to the public. Employees should provide reasonable notice when they intend to utilize personal/family leave in order to minimize the negative effect on service delivery.

16.5.5 Pressing Necessity and Personal/Family Leave shall be administered as follows:

- a) an employee who maintains a minimum of seventy-five (75) sick leave credits may be permitted by the Employer to use sick leave credits for pressing necessity, and to a maximum of five (5) days per fiscal year for personal/family responsibilities.
- b) an employee with less than seventy-five (75) sick leave credits may be granted up to three (3) days sick leave by his immediate supervisor to be used for pressing necessity or personal/family responsibilities, cumulative from year to year until a minimum of seventy-five (75) sick leave credits have been accumulated (and subject to using a maximum of five (5) days per fiscal year for personal/family responsibilities);
- c) an employee with less than seventy-five (75) sick leave credits who requires leave with pay in excess of permitted limits, may be granted an advance to a maximum of three (3) sick leave credits (subject to using a maximum of five (5) days per fiscal year for personal/family responsibilities). This advance shall be charged against the employee's sick leave credits in the following year.
- d) unless there are unusual circumstances, leave for personal/family responsibilities should be utilized one day at a time.
- e) leave with pay for pressing necessity or personal/family responsibilities shall be granted in response to verbal requests provided that a written request shall be submitted after the leave has been granted.
- f) requests will be granted by the immediate supervisor to an extent considered to be fair and reasonable and in accordance with the Employer's policies and preamble above.
- g) the Employer reserves the right, in exceptional cases, to request evidence from the employee that the leave is for matters of pressing necessity or personal/family responsibilities. An explanation will be provided to the employee where an employee is refused leave under this article;
- h) employees who are not eligible to access leave with pay for pressing necessity or personal/family responsibilities from sick leave credits, may use time-in-lieu, vacation leave, banked EDOs or other leave provisions;
- i) if paid leave is not available, leave of absence without pay may be granted by an employee's immediate supervisor for reasons of pressing necessity or personal/family responsibilities.

ARTICLE 17 LEAVES OF ABSENCE

Leaves of absence will be provided as stated in relevant provincial and federal legislation during the term of this CBA.

17.1 **Mandatory Leave**

17.1.1 Definite Leaves of Absence Without Pay

Upon written application, definite leaves of absence without pay shall be granted for:

a) Maternity

- i) An employee who is currently employed and has been employed for at least thirteen (13) weeks in the fifty-two (52) weeks immediately preceding the leave and who makes application at least one (1) month in advance of the estimated date of confinement and provides a medical certificate certifying **they are** pregnant shall be granted leave consisting of a period up to and including twenty-four (24) calendar months subject to the following conditions:

- an employee shall not be dismissed or laid off solely because **they are** pregnant or has applied for maternity leave;
- where the pregnancy of the employee and/or requirements of post-natal care would reasonably interfere with the performance of **their** duties, the Employer may require the employee to take a period of leave not to exceed two (2) months immediately prior to the estimated confinement date and/or two (2) months immediately subsequent to the date of birth;
- with the consent of the Employer an employee shall be entitled to return from maternity leave in advance of the expiry of the leave; and
- employees may be entitled to Maternity Leave top-up provisions in accordance with Article 14.5.6.

b) Parental Leave or Legal Adoption

- i) An employee who is currently employed and has been employed for at least thirteen (13) weeks in the fifty-two (52) weeks immediately preceding the leave and who makes application at least one (1) month in advance of the requested commencement date shall be granted leave up to twenty four (24) months. The leave may be granted not

more than six (6) weeks preceding the estimated date of birth or legal adoption and end not later than twenty four (24) calendar months after the actual date of birth or legal adoption.

c) **Prolonged Illness**

i) An employee suffering prolonged illness shall, on application, be granted definite leave of absence as follows when all sick leave credits have been expended:

- Employees suffering from prolonged illness shall, upon request, be placed on a leave of absence.
- The Employer shall not permanently fill the employee's position for a period of twenty-four (24) calendar months while the employee is on leave of absence for prolonged illness. The employee shall be entitled to return to their home position. If it is determined the employee will not be able to return to their home position, the parties may waive the twenty-four (24) month provision, allowing the position to be filled permanently. At the completion of the twenty-four (24) calendar month definite leave, the employee shall be placed on an indefinite leave of absence. In circumstances where medical information supports a return to the employee's position in the immediate future the parties may agree to extend the definite leave of absence beyond twenty-four (24) months.
- Subject to written authorization from the employee, the Employer shall make available, where reasonable, information it may have which would facilitate the application of an employee who is ill, injured, or disabled, for any benefit or payment to which the employee is lawfully entitled.

17.2

Leave for Shelter or Rehabilitation

17.2.1

When an employee is required to seek shelter from an abusive spouse or enters a rehabilitation program for drug or alcohol abuse, the employee may request, upon presentation of suitable verification, to:

- a) Draw on unexpended sick leave credits.
- b) Vacation leave.
- c) Be granted a leave of absence without pay.

- 17.3 **Mandatory Legislated leaves in Addition to Maternity/ Adoption/Parental:**
- Organ Donation
 - Reserve Force Service Leave
 - Nomination, candidate, and public office leave
 - Bereavement and compassionate care leave
 - Critically ill childcare leave
 - Crime-related child death or disappearance leave
 - Citizenship ceremony leave
 - Domestic Violence Leave (entitled to take 10 unpaid days of leave, can take five paid days and five unpaid days off.)
- 17.3.2 Except where permitted by legislation an employee who has completed thirteen (13) weeks of service, who makes application for leave at least one (1) month in advance of the requested commencement date and who provides the Employer with a medical certificate that indicates that a family member is gravely ill and at significant risk of death within twenty-six (26) weeks shall be granted a leave without pay of up to twelve (12) weeks. The certificate must also specify that the employee is needed to provide psychological comfort or emotional support, arrange for care by a third-party provider and/or directly participate in the care.
- 17.3.3 Upon return to work the employee will be reinstated in **their** prior or comparable position with no loss of accrued seniority or benefits or reduction in wages.
- 17.3.4 If the employee chooses to make contributions for the period of leave to the pension or benefits plan, the Employer will pay the Employer contributions for the same period.
- 17.3.5 The employee may request an extension, in writing, to the leave. Approval of an extension shall not unreasonably be denied. The total leave available under this Article shall not exceed one (1) year.
- 17.4 **Definite Leaves of Absence With Pay**
- 17.4.1 Definite leaves of absence with pay shall be granted for:
- a) Union Business
 - i) The Employer agrees employees will from time to time require leave of absence for Union business. The parties recognize Union leave is integral to harmonious relations, and of benefit to both parties.

- ii) Employees on leave for Union business shall be compensated on the same basis as a normal workday.
 - iii) Definite leaves of absence with pay shall be granted subject to reimbursement by the Union and in accordance with the following provisions:
 - the employee is on authorized Union Leave;
 - the employee requests leave for Union business in writing. Verbal notice is acceptable in unusual circumstances;
 - leave shall not unreasonably interfere with the operation of the Employer nor shall it be unreasonably withheld;
 - the Union agrees to provide the Employer forty-eight (48) hours notice of request for Union leave, except in unusual circumstances; and
 - upon reasonable notice to the Employer, the employee shall be able to return to his position, prior to the expiration of the approved leave, provided the return does not result in additional expenditures to the Employer.
- b) Medical Donor Leave
- i) An employee who is donating an organ or bone marrow shall be granted time off with pay. The employee shall be granted leave with pay for the period required for the donation and recuperation as approved by a medical physician.
 - ii) Employees may be granted paid leave for blood product donations in the same geographic location where they are employed.

17.5 **Discretionary Leave**

17.5.1 Leaves of absence are intended to provide employment security for the employee while meeting the needs of the Employer.

17.5.2 When considering an application for a leave of absence, the following principles shall be applied consistently and fairly:

- a) beneficial to the employee and the organization;
- b) used responsibly and in the employer's interest;
- c) support the objectives of delivering quality services.

17.5.3 Requests for leave must be submitted in writing.

- 17.5.4 Reasons for denial will be provided in writing to the employee.
- 17.5.5 Definite Leaves Without Pay
- a) Providing satisfactory arrangements can be made to accommodate the work, an employee may be granted a definite leave of absence without pay for up to one year.
 - b) An employee after having received a definite leave may request additional leave(s) consecutive with each other. The first leave and the additional consecutive leaves shall not total a period greater than two (2) years.
 - c) Notwithstanding the above, where the leave is for the purpose of working in a Term assignment with the Employer, the request can be for the length of the Term assignment.
- 17.5.6 Employee Accompanying Spouse
- a) A Permanent employee accompanying his spouse who has been relocated, may request one of the following:
 - i) definite leave of absence without pay up to a maximum of twelve (12) months; or
 - ii) name placed on the Service-Wide Re-employment List for a period of three (2) years.
 - b) If the employee has not been successful in obtaining alternate employment in the public service by the end of the leave or at the end of the three (2) year period on the re-employment list, **they** will be deemed to have resigned.
- 17.5.7 Involuntary Transfer - Transfer Not Accepted
- a) If a Permanent employee is being involuntarily transferred and he does not accept the transfer, a leave of absence without pay may be granted for a period of up to one (1) year.
 - b) During the period of leave, the employee shall only have rights to apply for positions. If the employee has not been successful in obtaining alternate employment in the public service by the end of the leave, **they** will be deemed to have resigned. If the leave is granted, the Employer may permanently staff the position.
- 17.5.8 Indefinite Leaves Without Pay
- a) All employees, except Term, may be granted an indefinite leave of absence without pay.

- b) Employees on indefinite leave of absence shall be required to apply for extensions annually, giving proof the original conditions under which the leave was granted still prevail.
- c) A Permanent employee granted an indefinite leave of absence without pay shall, upon written request at the conclusion of the leave, have his name placed on the appropriate re-employment list.
- d) If indefinite leave was granted to allow the employee to work for a crown corporation, upon conclusion of the leave, the employee may request re-employment consideration for positions in their former agency in their former occupation and level. These employees will be considered before external candidates.

17.6 **Reinstatement from Definite Leave**

17.6.1 An employee granted a definite leave of absence, with the exceptions of involuntary transfer and prolonged illness, shall, at the end of the leave or at an earlier date agreed to by the Employer, be reinstated in their position.

17.6.2 If the position of a Permanent employee was abolished during his absence **they** shall be subject to the lay-off provisions.

17.6.3 If an employee's position was reclassified upward during **their** absence, **they** shall be subject to the provisions applicable had **they** been occupying the position at the time of its reclassification.

17.6.4 If the position was reclassified laterally or downward during **their** absence, **they** shall elect one of the following alternatives:

- a) have his name placed on the Re-employment List for up to two (2) years for positions at the same classification as the home position prior to the reclassification; or
- b) to return to the reclassified position provided **they** meet the minimum qualifications.

17.7 **Benefits Earned While on Leaves of Absence Without Pay or Lay-Off**

17.7.1 While on leave of absence without pay, education leave, deferred salary leave, or lay-off (except for the period of seasonal lay-off during the approved leave), employees shall be entitled to earn benefits as follows:

- a) For the first thirty (30) consecutive calendar days or less:
 - i) all benefits except any designated holidays which fall in the period of leave.

- b) For the period of leave from thirty-one (31) to ninety (90) consecutive calendar days or less:
 - i) sick leave; and
 - ii) calculation of increment entitlements only.
- c) For the period of leave after ninety (90) consecutive calendar days:
 - i) increments in accordance with the increments provisions following leaves of absences without pay and lay-off;
- d) Seniority while on leave of absence without pay or lay-off shall be earned in accordance with Article 8.1.
- e) When leave of absence is for the purpose of accepting other employment with the Employer, the Employer may waive this clause and grant benefits of this agreement as is deemed appropriate under the circumstances; and
- f) The benefits provided under this article shall apply only if an employee returns to work at the expiry of his leave unless otherwise determined by the Employer.

ARTICLE 18 EMPLOYMENT SECURITY

18.1 Employment Security

18.1.1 The parties agree to enhance the employment security of the members of the bargaining unit and to work jointly to seek efficiencies and cost savings in order to avoid job abolition.

18.1.2 In the face of possible job loss as a result of budgetary downsizing, transfer of services (devolution), reorganization, or contracting out, the parties agree to take the following measures as alternatives to job loss:

- a) the parties will identify possible alternative cost savings to avoid job abolition;
- b) examine feasibility of retraining affected employees for available jobs;
- c) allow greater flexibility in redeployment provisions (the process of using transfer and demotion in finding an alternate placement within the Employer's jurisdiction) prior to job loss;
- d) seek alternate employment opportunities in the broader public service.

18.1.3 The Employer agrees to operationalize any required downsizing through the targeted restricted early retirement program, in place at that time, as a first priority.

18.1.4 If the foregoing does not prevent job loss, the following shall apply to Permanent Full-Time:

- a) On Budgetary Downsizing
 - i) Downsizing through the targeted restricted early retirement program in place at that time. If the downsizing objective cannot be reached through early retirement, the parties will meet to seek satisfactory resolutions to meet the required goals.
 - ii) Canvass employees to determine those who wish to access leave of absences or voluntary resignation with access to Career Assistance Options.
 - iii) Bumping.
 - iv) Access Career Assistance Options.
- b) On Contracting Out
 - i) Where job loss occurs as a result of employer initiatives, the parties may explore retraining or redeployment opportunities within the public service as an alternative.

18.2 **Career Assistance Options**

18.2.1 Permanent Full-Time and Labour Service employees whose jobs are abolished and who access the re-employment list or, who resign and accept severance, may access the Career Assistance Options. The maximum value of Career Assistance shall be five-thousand dollars (\$5,000) calculated on the basis of one-thousand dollars (\$1,000) for every two (2) years of service, prorated for partial years.

- a) Employees may elect one or more of the following assistance options to a maximum value of five-thousand dollars (\$5,000). Employees on the re-employment list may elect one (1) or more of options (i) through (iii).
 - i) Career Counselling and Job Placement
 - Career counselling and job placement to a maximum of five-thousand dollars (\$5,000) will be provided by any one of a number of companies and can be accessed for one (1) year from the date the employee's position is abolished.
 - Career counselling and job placement services include assessment, resume writing, interview

coaching, job search techniques, office support and expenses associated with attending interviews.

- Employees must notify the Employer of their intention to access career counselling and job placement services and indicate the type of service desired.
- The Employer will liaise with the selected company to refer the employee and establish a defined credit account for the employee.
- The selected company will invoice the Employer for all out-placement services provided.

ii) Retraining Assistance

- Retraining assistance to a maximum of five-thousand dollars (\$5,000) will be provided in the form of payment of tuition fees at any Saskatchewan educational institute. Approval to attend an out of province program may be provided by the employer on an exceptional basis, based on individual circumstances.
- Employees will be able to access retraining assistance over a three (3) year period commencing the date the employee's position is abolished.
- Upon notification by the employee of the educational institution **they** will be attending, the Employer will advise the educational institute to invoice the respective **Livestock Services of Saskatchewan Corporation** for tuition fees incurred by the employee.

iii) Saskatchewan Relocation Assistance

- Relocation assistance to a maximum value of five-thousand dollars (\$5,000) will be administered in accordance with the provisions of the current relocation policy.
- Relocation assistance will be limited to in-province relocation expenses.
- Employees may access the relocation assistance over a one (1) year period commencing the date the employee's position is abolished.

iv) Career Adjustment Assistance

- Career adjustment assistance to a maximum of five thousand dollars (\$5,000) will be provided on a reimbursement basis for expenses employees incur in pursuing alternative employment opportunities.
- Employees may access Career Adjustment Assistance over a one (1) year period commencing the date the employee's position was abolished.
- Expenses that would be considered for reimbursement include business start-up costs, travel, etc.

v) Enhanced Severance

- Enhanced Severance calculated on the basis of one (1) week's salary for every year worked to a maximum of five (5) weeks or three-thousand dollars (\$3,000) will be provided to employees who elect to resign and access Career Assistance. Enhanced Severance shall be the lesser of five (5) weeks or three-thousand dollars (\$3,000).

18.3 **Position Abolishment**

18.3.1 General Provisions

a) Notice of Position Abolishment

- i) The Employer will inform the Union as far in advance as possible of any impending lay-offs and position abolishment. Written notice of at least sixty (60) calendar days shall be given to any employee whose position is to be abolished.

b) Notice to Exercise Bumping Rights

- i) As closely as possible, bumping is intended to maintain an employee's salary rate and classification level, location, duties and responsibilities.
- ii) An employee who intends to exercise his bumping rights shall indicate his intention in writing within five (5) working days of receipt of notice of the position abolishment. Permanent employees shall provide notice to the employer.
- iii) An employee who fails to indicate an intent to bump, within the five (5) working days, shall be deemed to have opted to go on lay-off, or **they** may resign and receive severance pay.

- c) Bumping Time Frame and Salary Continuance
 - i) Every effort will be made to complete the bumping process prior to the position abolishment date, but in no event will the employee be retained in the position beyond that date.
 - ii) Notwithstanding the above, any Permanent Full-Time 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.
- d) Rights of Bumped Employees
 - i) A Permanent employee who was bumped shall have bumping rights. However, the sixty (60) day written notice requirement does not apply.
- e) Placing Names on Re-employment Lists as a Result of Position Abolishment
 - i) Re-employment provisions in the Collective Agreement apply, unless otherwise specified below.
 - ii) Employees may have their name placed on re-employment lists, for an unbroken period, not to exceed two (2) years, as follows:
 - Permanent Full-Time employees on the Permanent Full-Time Service-Wide Re-employment list;
 - Permanent Part-Time employees on the Permanent Part-Time Service-Wide Re-employment List.
 - iii) As a result of position abolishment, employees may have their name placed on appropriate re-employment lists as follows:
 - After electing to go on lay-off.
 - After a Permanent Full-Time refuses an offer of a bump at the Optional Stage.
 - After a Permanent employee accepts an offer of a downward bump at the Optional Stage.
 - After electing to bump and no bump option is available. The two (2) year period shall commence from the date when the search for bumping options for that employee has been exhausted as determined by the employer.

- After a Permanent Part-Time employee declines an offer of a position in a different occupation, in the same or different classification level within his work unit, or seniority unit.
- f) Re-employment Provisions for Employees Affected by Position Abolishment
- i) Call-backs from the Re-employment List
- A Permanent Full-Time or on a re-employment list shall be entitled to two (2) call-backs and will have their name removed from the list following rejection of the third call back.
 - A Permanent Part-Time employee on a re-employment list shall be entitled to two (2) call-backs and will have their name removed from the list following rejection of the second call back.

18.3.2 Permanent Full-Time Employees

- a) Options Upon Position Abolishment
- i) A Permanent employee whose position is abolished shall have the right to access one (1) of the following options upon written application:
- bumping rights on the basis of total seniority;
 - to go on lay-off and exercise re-employment rights;
 - to retire, if eligible;
 - to resign and receive severance pay;
 - indefinite leave of absence without pay at the conclusion of which an employee may elect to a) resign with severance; or b) retire, if eligible; or c) go on lay-off and exercise re-employment rights.
- b) Bumping Order
- i) The Employer shall determine the occupations and positions to which an employee is qualified to bump. Upon written request, the employer shall supply written rationale for its decision.
- ii) Bumping rights shall be exercised as set out below. Bumping shall cease when an employee is made an offer at the mandatory stage or accepts an offer, or fails to bump.
- iii) Bumping shall be exercised in the following order within each stage of the process:

- first: A Permanent Full-Time position designated by the Employer as vacant;
- second: A Permanent Part-Time encumbering a vacant permanent full-time position;
- third: An employee on initial probation in a Permanent Full-Time position with the least service;
- fourth: The Permanent Full-Time employee with the least total seniority.

c) Mandatory Bumping Stage

- i) First: in the employee's own occupation at the same classification level and own locality.
- ii) Second: in the employee's own occupation in the same classification level and own locality.
- iii) If the employee is not offered a position through the mandatory stage, **they** shall choose one of the following:
 - proceed to the optional stages; or
 - go on lay-off as per initial notice; or
 - resign and receive severance pay; or
 - access retirement programs; or
 - go on indefinite leave of absence without pay.

d) Employee Not Offered a Position

- i) If an employee is not offered a position after having proceeded through all stages of bumping, they may go on the re-employment list or resign and receive severance pay or access retirement programs or go on indefinite leave of absence. Permanent employees who are not offered a position through lateral bumping.

e) Options Upon Permanent Lay-off

- i) A Permanent employee whose position is abolished shall have the right to access one (1) of the following options upon written application:
 - bumping rights on the basis of total seniority;
 - to go on lay-off and exercise re-employment rights;
 - to retire, if eligible;
 - to resign and receive severance pay;

- indefinite leave of absence without pay at the conclusion of which an employee may elect to a) resign with severance; or b) retire, if eligible; or c) go on lay-off and exercise re-employment rights.
- f) Bumping Order
 - i) A Permanent employee, providing **they are** qualified and has more total seniority, shall bump within the employer in the following order:
 - g) Mandatory Stage: In his own occupation, at the same level, and in his own locality.
 - h) If the employee is not offered a position through the mandatory stage, **they** may:
 - proceed to the optional stages; or
 - go on lay-off as per initial notice; or
 - resign and receive severance pay; or
 - access retirement programs; or
 - go on indefinite leave of absence without pay.
 - i) Optional Stage: A Permanent employee accessing the optional stage of the bumping process will be offered a bumping option in both of the following preferences:
 - i) Location Maintenance
 - In order to maintain the employee's location, the employee will be offered the first available bumping option the Employer has determined the employee to be qualified for.
 - ii) Salary Maintenance
 - In order to maintain the employee's salary as closely as possible, the employee will be offered the first available bumping option the Employer has determined the employee to be qualified for. In no case shall an employee bump into a higher classification level.

18.3.3 Permanent Part-Time Employees

- a) Options Upon Position Abolishment
 - i) A Permanent employee whose position is abolished shall have the right to access one (1) of the following options upon written application:
 - bumping rights on the basis of total seniority;

- to go on lay-off and exercise re-employment rights;
- to retire, if eligible;
- to resign and receive severance pay;
- indefinite leave of absence without pay at the conclusion of which an employee may elect to a) resign with severance; or b) retire, if eligible; or c) go on lay-off and exercise re-employment rights.

b) Bumping Order

- i) The employer shall determine the occupations and permanent part-time positions to which an employee is qualified to bump. Provided an employee is qualified, bumping shall be exercised first within the employee's own work unit. If the employee is not offered a position in their work unit, then bumping rights may be exercised within the seniority unit. Bumping shall cease when an employee is made an offer at any stage of the bumping, or if the employee fails to bump.

ARTICLE 19 DISCIPLINE, DEMOTION, DISMISSAL, TERMINATION AND RESIGNATION

19.1 Preamble

- 19.1.1 Both parties agree that the Employer will make reasonable effort to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action.
- 19.1.2 The Employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.
- 19.1.3 In the event the Employer initiates disciplinary action against an employee, except in cases of serious misconduct, the practice of progressive discipline will take place.
- 19.1.4 No employee shall be dismissed or disciplined without just cause.
- 19.1.5 Where the Employer intends to discipline an employee for just cause, the employee shall be so notified in advance of the purpose of the interview and informed of the right to have a Union representative or paid staff representative of the Union present at the interview.
- 19.1.6 Employees will be provided with a reasonable amount of time to seek Union representation.

19.2 **Principles of Progressive Discipline**

19.2.1 The parties to this Agreement recognize the principles of progressive discipline:

- a) Verbal reprimand.
- b) Written reprimand.
- c) Suspension.
- d) Dismissal.

19.3 **Constructive Counselling and Coaching**

19.3.1 The Employer and the Union recognize the difference between discipline and the setting of reasonable objectives and expectations specific to job performance and constructive job coaching, and nothing is intended to restrict the Employer's right to counsel or set such reasonable expectations.

19.3.2 The Employer may, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the problem, except in the case where the employee has been suspended or dismissed. The employee shall have the right to have a Union representative present.

19.4 **Employees' Files**

19.4.1 An employee, upon request, shall be able to review **their** employee file:

- a) An employee shall request access through the Director of Human Resource, to be arranged at a mutually agreed time.
- b) The Union shall have access to an employee's file on the employee's written authorization.
- c) The employee or Union representative is permitted to make notes or copies from the employee's file; however, the file cannot be removed from the office.
- d) An employee may request to add any pertinent information to **their** file.

19.4.2 A copy of any document, other information, or record of formal counselling sessions held in accordance with the Corrective Discipline Policy placed on any employee's file which might, at any time, be used for disciplinary action shall be supplied concurrently to the employee and to the Union unless the employee states in writing **they** do not want a copy sent to the Union.

- 19.4.3 Disciplinary documents **including coaching and letters of expectation** shall be removed from an employee's file after two (2) years, upon request, unless there are disciplinary documents of equal or greater severity placed on the employee's file within the two (2) year period. If the Employer requests that documents remain more than two (2) years and the Union disagrees, the matter shall be referred to expedited arbitration. The employee will be informed in writing when documents are removed
- 19.4.4 An employee may make request to the Employer to have disciplinary documents removed from their file after one (1) year. The onus will be on the employee to provide adequate reasons to have the document(s) removed.
- 19.5 **Disciplinary Meetings**
- 19.5.1 The Employer will advise an employee that they have the option of having union representation at any meeting where discipline, **including coaching and letters of expectation** including termination, is being imposed upon them.

ARTICLE 20 GRIEVANCE PROCEDURES

20.1 Procedures for Submission of Grievances

- 20.1.1 Every effort should be made to resolve problems through dialogue at the local level prior to going to grievance. The parties agree to ensure full explanation of issues during initial discussions at the local level.
- 20.1.2 Grievances must be submitted by a steward or a Labour Relations Officer to a designated supervisory official.

20.2 Initiating a Grievance

- 20.2.1 A grievance shall be effective upon receipt by the Employer's designate. A grievance must be initiated within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction. Notwithstanding, the thirty (30) calendar day time limit shall not apply to those items included in the agreement where the Employer has allegedly failed to apply a specific benefit e.g.: vacation leave, sick leave, shift differential, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction first occurred. The effective date of any necessary retroactive pay adjustments shall be the date on which the infraction first occurred.

20.3 Advancing and Responding to Grievances

- 20.3.1 The parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the grievance.

- 20.3.2 Step 1 – Failing resolution of the problem through dialogue at the local level, the grievance shall be submitted in writing to the designated supervisory official, who shall render a decision in writing within seven (7) calendar days of receipt. Either party may request a meeting to discuss the matter at Step 1. A copy of the grievance shall be submitted concurrently to the Human Resources and Union.
- 20.3.3 Step 2 – If settlement cannot be reached at Step 1, the Union, within 14 calendar days of receiving the decision, may take up the grievance with the CEO. If the grievance is advanced to Step 2, the Union shall request a meeting between the parties which shall be scheduled within 30 calendar days from the date of the request.
- 20.3.4 The parties will approach each grievance or group of grievances from the point of view of:
- a) attempting to ascertain the facts and negotiate a resolution;
 - b) failing resolution by negotiation, the parties must agree to a joint statement of facts; and
 - c) based on the joint statement of facts, recommend the appropriate course of action to resolve the matter.
- If settlement cannot be reached at Step 2, the Employer shall render his decision in writing within 14 calendar days of receipt of the grievance; or, 14 calendar days from the date of the meeting, whichever is applicable.
- 20.3.5 Step 3 - If a settlement cannot be reached at Step 2, the Union, within seven (7) calendar days after receiving the decision, may apply for Arbitration.
- 20.3.6 Individual grievances (where the settlement sought applies to an individual employee and sets no precedent) shall be dealt with in accordance with the Grievance Mediation provisions unless the parties agree otherwise.
- 20.3.7 Prior to advancing to arbitration, the parties may agree to access alternate dispute resolution mechanisms.
- 20.4 **Time Limits**
- 20.4.1 The time limits set out in grievance procedures may be extended by mutual agreement between the parties.
- 20.4.2 It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the forgoing, it is clearly understood that time limits established herein re for the sake of

procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

20.5 Grievance Administrative Procedures

20.5.1 The parties agree that grievances shall be dealt with at such times as operational requirements permit.

20.5.2 The Employer will allow leave with pay for the grievor and a local steward, or two (2) elected Union representatives if there is not an individual grievor.

20.5.3 The Employer agrees to pay expenses as per the Collective Agreement to the above representatives when a meeting is convened by the parties.

20.5.4 The Employer shall grant leave with pay to one (1) grievor for Arbitration.

20.5.5 Employees called as witnesses before the Arbitration Board shall be compensated for leave and expenses by the party who has requested their presence or shared by the parties if requested by the Arbitration Board.

ARTICLE 21 ARBITRATION

21.1 Establishment of an Arbitration

21.1.1 Selection of an Arbitrator (Single Arbitrator)

a) Within thirty (30) days of receiving the response at Step 2 or from the date of the discussion regarding alternate dispute resolution mechanisms by mutual agreement, the parties may elect to have a single Arbitrator selected.

21.1.2 Procedure

a) The Arbitrator shall fix a time and place of sittings, after consultation with the parties.

b) The Arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

21.1.3 Decision of the Arbitrator

- a) The Arbitrator shall render a final and binding decision within thirty (30) days of the end of the hearings.
- b) The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by any arrangement which the Arbitrator deems just and equitable.
- c) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision

21.1.4 Expenses of the Arbitrator

- a) The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties.

21.2 **Employee Expenses**

21.2.1 In the event that an employee is called as a witness in an arbitration board, the Employer shall grant leave and expenses, which shall be applicable as follows:

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) If called by the Union, leave without pay and expenses paid by the Union.
- c) If called by the Arbitrator, the parties shall share equally the costs.

21.3 **Time Limits**

21.3.1 The parties agree to abide by the time limits specified in this Article unless otherwise mutually agreed.

ARTICLE 22 WORKERS' COMPENSATION

22.1 **Requirement to Apply for Long Term Disability (LTD)**

- a) **An employee who has been in receipt of Workers' Compensation Benefits for a period of ninety (90) or more calendar days shall make application for the SGEU Long Term Disability Plan.**

Permanent and Probationary Employees

- a) **When a Permanent or probationary 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*, the following provisions shall apply:**
- b) **Total compensation received by an employee shall not exceed normal earnings. Permanent and probationary employees shall be compensated on the following basis:**
 - i) **from and including the date 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 Employer on behalf of the employee;**
 - ii) **after one (1) year from the date of injury to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive his normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee. The difference between the employee's normal earnings and the benefit payable from Workers' Compensation will be charged against the employee's available sick leave credits;**
 - iii) **for purposes above the Permanent Part-Time employee's normal earnings shall be the average of his last four (4) pay periods or as defined by the Workers' Compensation Board whichever is greater;**
 - iv) **pending receipt of payments from the Workers' Compensation Board, an employee shall receive normal earnings, provided however, that the Employer in its discretion may limit such earnings to the amount of an employee's accumulated sick leave credits as at the commencement of their disability. Proof of disability will be required before such payments are made;**
 - v) **after two (2) years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive payments directly from the Workers' Compensation Board only.**

APPENDIX A – CLASSIFICATIONS AND PAY BANDS

October 2021 1%

October 2022 1%

Retro for all staff employed by Livestock Services upon the date of signing the new agreement.

Effective October 1, 2021 1%	
Accounting Administrator	\$ 20.407 – \$25.572
Brands Register and Licensing Officer	\$22.039 – \$27.617
Livestock Inspector	\$22.039 - \$27.617
Accounting Clerk	\$23.800 - \$ 29.829

Effective October 1, 2022 1%	
Accounting Administrator	\$20.611 - \$25.827
Brands Register and Licensing Officer	\$22.259 - \$27.893
Livestock Inspector	\$22.259 - \$27.893
Accounting Clerk	\$24.038 - \$30.127

APPENDIX B – LIFE INSURANCE PLAN

Group Life Insurance

Benefit Formula: Basic coverage is equal to two times (2x) your annual salary. Annual salary is rounded up to the next highest multiple of \$500, if it is not already a multiple of \$500.

Optional Coverage: You may purchase additional coverage equal to three times (3x) or four times (4x) your annual salary. Annual salary is rounded up to the next highest multiple of \$500, if it is not already a multiple of \$500.

Maximum Benefit: The maximum coverage provided under the Plan (basic plus optional) is \$500,000

Termination: Ceases at the earlier of the Insured Employee's retirement or the Insured Employee's termination of employment or if you do not elect to continue coverage while on leave of absence/layoff

Accidental Death and Dismemberment Coverage

Benefit Formula: The principal amount is equal to the amount of Group Life Insurance.

No more than \$50,000 will be paid for all the losses incurred in any one accident.

Dependent Life Insurance

Amount of Insurance: Spouse \$10,000

Each Dependent Child \$5,000

Termination: Ceases at the earlier of the Insured Employee's retirement or the Insured Employee's termination of employment

Retirement Death Benefit Certificate

Ensured employees who retire under an employer sponsored pension plan are eligible to receive a \$10,000 Retirement Death Benefit Certificate payable to the designated beneficiary(s) only upon the death of the insured retiree and has not cash surrender value.

Conversion Options:

Election to Continue to Age 65 or Election to continue to Age 75

APPENDIX C – DENTAL PLAN

DENTAL CARE BENEFITS

SUMMARY OF DENTAL CARE BENEFITS

Basic Benefits: 100%

Major Restorative Benefits: 50%

Combined Basic/Major Annual Maximum: \$1,500 per Participant

Orthodontic Benefits: 50%

Lifetime Maximum: \$3,000 per Participant
(Eligibly dependent Children over age 6 and under age 18).

Dental Fee Schedule: Current General Practitioners Dental Fee Guide in the Employee's Province of Residence.

APPENDIX D – EXTENDED HEALTH BENEFITS

HEALTH CARE BENEFITS

SUMMARY OF HEALTH CARE BENEFITS

Extended Health Benefits and Co-insurance

100% - Maximum unlimited unless defined otherwise

Paramedical/Health Practitioners:

- Maximum of \$400 for each type of practitioner per Participant per Calendar Year

Psychologists/Social Workers:

- Combined Maximum of \$400 per Participant per Calendar Year

Speech Therapists:

- Maximum of \$800 per Participant per Calendar Year

Formulary Prescription Drug Benefits

100% - Maximum unlimited unless defined otherwise

- Pay Direct Drug Card

Hospital Accommodation Benefit

100% - Semi-Private

Outside Province of Residence Travel Benefits

100% - \$5,000,000 Maximum per Participant per trip

Limitation: 90 days per trip; once the Participant obtains age 70, the limitation reduces to 60 days per trip. The number of trips per year is unlimited. *(Additional days may be purchased from Saskatchewan Blue Cross prior to travel).*

Vision Care Benefits

100% - Maximum of \$200 per Participant every two Calendar Years (every Calendar Year for eligible Dependent Children)

APPENDIX E – LONG-TERM DISABILITY (LTD)

The Saskatchewan Government and General Employees' Union Long Term Disability Plan to provide income protection and/or services to those Members who are disabled by illness or injury.

BENEFITS

- Member owned plan - exceeds industry standard
- Plan provides 3 years own occupation
- Benefit equals 80% of net pre-disability salary
- Cost of living applied January 1st annually
- Benefit is non-taxable
- 3 step appeal process
- Appeal process at no cost to the member
- In-house advocacy provided
- Advocates assist with CPP, WCB, SGI claims/appeals
- In-house vocational rehabilitation services
- Provisions for vocational rehabilitation earnings
- 15 days sick leave provided during first year member returns to work
- SGEU LTD Dues Rebate Program
- Employee Assistance Program
- Pension contributions forwarded to the employer for the duration of eligibility of the LTD claim where applicable

For more information, visit: www.sgeu.org/ltd

APPENDIX F – EMPLOYEE FAMILY ASSISTANCE PROGRAM (EFAP)

The Employee Family Assistance Program (EFAP) is a confidential program providing counselling and coaching to employees and their families in a supportive and caring environment. The program provides up to six sessions per employee and up to twelve sessions for the employee and family. The program provides counselling for the following issues:

- Family
- Marital
- Relationships
- Addictions
- Anxiety
- Depression
- Life Transitions/Change
- Grief/Bereavement
- Stress
- Other Personal Issues

LETTER OF UNDERSTANDING - SGEU HEALTH & WELFARE TRUST

The Parties agree that it is beneficial to have the Livestock Services of Saskatchewan Corporation join the SGEU Health & Welfare Trust as an Associate Membership Group in order to maintain the same benefits as the employees of Livestock Services of Saskatchewan Corporation (Local 1580). The employees agree to support the Employer in joining the SGEU Health & Welfare Trust as an Associate Group.

The Employer forgoes their right and ability to choose its levels/options of coverage under the SGEU Health & Welfare Trust and instead will maintain the same coverage as the employees of Livestock Services of Saskatchewan Corporation.

The Employer acknowledges the SGEU Health & Welfare Trust Plan Text govern this benefit. The Employer further acknowledges that they are not entitled to be a member of the Board of Trustees and shall not be entitled to vote on any matter pursuant to the Trust Text or SGEU Constitution.

Current participants that would be enrolled into this benefit plan as part of the Associate Group shall continue with no interruption of benefits but will be required to pay to the Union an Associate Membership Fee for each participant. Any new participants to this group will serve any waiting period as required to enjoy the benefits and shall pay to the Union an Associate Membership Fee.

The Employer acknowledges that this Letter of Understanding must be ratified by the employees and further approved by the SGEU Health & Welfare Trust Board of Trustees and Provincial Council before it comes into effect.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this **14th day of December, 2022.**

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

Original Signed By:

Isabelle Litowski
Chair, Bargaining Committee

Original Signed By:

Todd Humphrey
Bargaining Committee Member

Original Signed By:

Jason McDougall
Bargaining Committee Member

Original Signed By:

Louise Sroka
Bargaining Committee Member

Original Signed By:

Donna Cook
Labour Relations Officer

Signed on behalf of:
Livestock Services of
Saskatchewan Corporation

Original Signed By:

Nikki Henderson
Human Resources Manager

Original Signed By:

Debby Pinel
Finance Manager

Original Signed By:

Jason Pollock
Chief Executive Officer

Original Signed By:

Mark Elford
Board of Directors Chair

LETTER OF UNDERSTANDING - 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:

- i) Attempting to ascertain the facts and negotiate a resolution.**
- ii) Failing resolution by negotiation, agreeing to a joint statement of facts.**
- iii) Based on the joint statement of facts, determine the appropriate course of action to resolve the matter from four options.**
 - i) Grievance Mediation**
 - ii) Expedited Arbitration**
 - iii) Case Management**
 - iv) Single Panel Arbitrator**

The parties may agree to any other dispute resolution mechanism with a view to resolving the dispute.

i) GRIEVANCE MEDIATION

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

Grievances Appropriate for Mediation

- Grievance seeks individual settlement, ie. settlement applies to one (1) grievor and would not result in a similar claim by another employee. By mutual agreement between the parties, grievance mediation may be used for other kinds of grievances, 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 grievance replies and a copy of the collective agreement five (5) days prior to the mediation.

Rules Applicable to Grievance Mediation

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

precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.

- Concerned with grievances that involve the interpretation and application, or alleged violation, of the collective agreement, 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 they will act as a single Arbitrator on the matter. Any Arbitrator must have served as the chairperson of an arbitration board.
- Expedited Arbitration Process
- No legal counsel used by either party

Union: Staff Representative or Elected Officer

Employer Livestock Human Resource Service Team

- Documents tabled with Arbitrator:
- Collective bargaining agreement;
- Grievance statement and replies;
- Agreed statement of facts;
- Any cases that parties intend to rely on (limit five from each);
- A brief statement of each party's position and argument (one page each); and
- Possibly flowing from above, an agreed statement as to the exact difference that the parties want decided.
- Maximum number of cases to be scheduled in one day are two.
- Maximum time allotted to hear each case is three (3) hours. The parties will endeavour to abide by this time limit; extensions may occur by mutual agreement.

Procedure guidelines

Documents tabled

- Brief opening statement by each of the parties;
- Witnesses (maximum two per party), examined, cross-examined and questioned by 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. CASE MANAGEMENT

- The parties may agree to utilize case management after Step 2 of the grievance procedure.

Processes

- No legal counsel will be used by either party.
- Union Representation: Labour Relations Officer (LRO) and Shop Steward/Negotiating Committee Representative (if required).
- Employer Representation: Labour Relations Consultant and Human Resources Consultant (if required).
- Other participants/observers as agreed by the parties.
- The Arbitrator utilized for Case Management will be agreed to by the parties.

Documents tabled with the Arbitrator

- Relevant collective bargaining agreement.
- Grievance statement and replies.
- Agreed statement of facts.
- Other relevant information.
- Any cases that parties intend to rely on that are unique to Saskatchewan.

- A Case Management Document reflecting each party's position and argument (typically one to six pages).
- The exact issue that the parties want decided.
- The number of cases scheduled in one day will be determined on the complexity of each case.

Procedure Guidelines

- Documents tabled.
- Presentation of Case Management Document.
- 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.
- Arbitrator may propose a possible resolution to the parties prior to issuing an award.
- The decision of the Arbitrator will be final and binding on the parties.
- The parties will equally share the cost of fees and expenses of the Arbitrator.
- The grievance may be removed from Case Management Process at any time, prior to the hearing.

IV SINGLE PANEL ARBITRATION

Establishment of an Arbitration

Selection of an Arbitrator (Single Arbitrator)

- a) Within thirty (30) days of receiving the response at Step 2 or from the date of the discussion regarding alternate dispute resolution mechanisms by mutual agreement, the parties may elect to have a single Arbitrator selected.

Procedure

- b) The Arbitrator shall fix a time and place of sittings, after consultation with the parties.
- c) The Arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

Decision of the Arbitrator

- d) The Arbitrator shall render a final and binding decision within thirty (30) days of the end of the hearings.

- e) **The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by any arrangement which the Arbitrator deems just and equitable.**
- f) **Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.**

Expenses of the Arbitrator

- g) **The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties.**

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

Signed on behalf of:
Livestock Services of
Saskatchewan Corporation

Original Signed By:

Original Signed By:

Isabelle Litowski
Chair, Bargaining Committee

Nikki Henderson
Human Resources Manager

Date: December 14, 2022

Date: December 14, 2022