

**SASKATCHEWAN WILDLIFE
ASSETS MANAGEMENT INC.
LOCAL 1581**

**October 1, 2019 to
September 30, 2022**

COLLECTIVE AGREEMENT

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ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SASKATCHEWAN WILDLIFE ASSETS MANAGEMENT INC.

AND

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 1581**

OCTOBER 1, 2019 TO SEPTEMBER 30, 2022

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 17th day of December, 2019**

between

**SASKATCHEWAN WILDLIFE ASSETS MANAGEMENT INC.
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 Saskatchewan Wildlife Assets Management Inc.
- 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

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

- 1.1 **Employer** means the Saskatchewan Wildlife Assets Management Inc.

- 1.2 **Union** means the unionized employees of the Saskatchewan Wildlife Assets Management Inc. that are members of the Saskatchewan Government and General Employees' Union.
- 1.3 **Employees or employee** means a person or persons to which the terms of this Agreement apply.
- 1.4 **Classification** means a group of positions involving duties and responsibilities so alike that the same qualifications may be reasonably required for, and the same schedule of pay can be equitably applied to, all positions in the group.
- 1.5 **Day** shall for the calculation purposes, be the time from midnight to the following midnight.
- 1.6 **Demotion** means the movement of an employee to a position bearing a lower hourly rate of pay.
- 1.7 **Headquarters** means the Fish Culture Station.
- 1.8 **Gender** – he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- 1.9 **Less than full-time** means an employee who works less than full-time on a daily, weekly, monthly or yearly basis.
- 1.10 **Parties** mean the Union and the Employer.
- 1.11 **Pay plan** means the scale of wages as contained in the attached Appendix A and the rules governing its application.
- 1.12 **Permanent employee** means an employee who has completed a probationary period from the date of hire and accrues seniority.
- 1.13 **Probationary employee** means an employee on initial probation.
- 1.14 **Promotion** means the movement of an employee from a position to a position bearing a higher hourly rate of pay.
- 1.15 **Reclassification** means the assignment of a different classification level where changes of duties and responsibilities have occurred.
- 1.16 **Term Employee is an employee whose term of employment is specified by a beginning and a termination date.**

ARTICLE 2 SCOPE

- 2.1 This Agreement shall apply to all Employees, including Supervisory Employees as defined by *The Saskatchewan Employment Act* with the following exceptions:

- a) Chief Executive Officer
- b) Manager, Fish Culture Station

2.2 Criteria for determining scope status shall be as set out in Part VI of *The Saskatchewan Employment Act*.

ARTICLE 3 UNION SECURITY PROVISIONS

3.1 Recognition of the Union as Sole Bargaining Agent

3.1.1 The Employer 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 Employer 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.

3.2 Union Membership

3.2.1 Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union as a condition of employment provided that any employee in the appropriate Bargaining Unit who is not required to maintain membership in the Union shall as a condition of employment tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

3.3 Check-off

3.3.1 The Employer agrees to deduct on behalf of the Union when requested in writing by the employee and accompanied by signed authorization cards, all initiation fees, monthly dues, assessments and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The Employer shall remit such deductions to the Union prior to the 15th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classification and addresses of employees from whose wages the deductions were made.

3.4 **New Employees**

3.4.1 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and the requirement of membership as a condition of employment as defined by *The Saskatchewan Employment Act*.

3.4.2 A representative of the Union shall be afforded the opportunity to acquaint new members with the Collective Bargaining Agreement and duties of Union membership.

3.5 **Continuous Bargaining, Addressing and Revisiting Issues**

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

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

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

3.5.4 **Any proposed changes to the collective agreement that result from the forgoing negotiations must be approved by the principals of the parties.**

3.5.5 **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 agreement expiring September 30, 2019. 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.**

3.6 **No Individual Agreements**

3.6.1 No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representative which may conflict with the terms of this Collective Agreement.

3.7 **Bulletin Boards/Electronic Notification**

3.7.1 The Employer shall make available to the Union a bulletin board in the office, so that the employees have access to it, upon which the Union shall have the right to post **and be able to electronically share any** notices and/or information which may be of interest to the employees.

3.8 **Union Business**

3.8.1 The Employer agrees to grant a leave of absence with pay to employees to attend Union conventions, meetings, conferences and learning opportunities provide that such leave does not unreasonably interfere with operation of the Employer and that it shall not be unreasonably withheld.

3.8.2 The Union agrees to provide the Employer with a written request for union leave at least five (5) days in advance. Where the Union does not know of the need for union leave five (5) days in advance, verbal or written request may be made, however, the ability to grant such leave may be more difficult. Prior to the employee taking union leave, a formal, written union leave request form will be submitted.

3.8.3 The Union agrees to reimburse the Employer for all wages and benefits paid for union leave.

3.9 **Income Tax (T4) Slips**

3.9.1 At the time that Income Tax (T4) slips are made available, the Employer shall record the amount of the Union dues paid by each Union member on the T4 slip.

3.10 **Temporary Out-of-scope Appointment**

3.10.1 An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his pay cheque and shall be entitled to all benefits and rights including seniority for the first six (6) months.

3.10.2 Where the temporary appointment is coverage/backfill for a maternity/paternity, the leave may be extended by mutual agreement of the parties to extend the contractual rights for one (1) year.

ARTICLE 4 TERMS OF AGREEMENT

4.1 **Duration**

4.1.1 This Agreement will become effective upon signing and shall remain in effect until September 30, 2022, and automatically from year to year thereafter, unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than thirty (30) days and not more than sixty (60) days prior to the expiry date of this Agreement.

4.2 **Agreement to Continue in Force**

4.2.1 The provisions of this Agreement will remain in effect until a new Agreement is concluded between the parties.

4.3 **Changes to Agreement**

4.3.1 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedure.

4.4 **Financial Compensation**

4.4.1 The Employer agrees to provide to the employees covered by this Agreement, **any** negotiated improvements to wages, benefits or allowances, including any signing bonus negotiated on behalf of employees covered by the Public Service Government Employees Collective Agreement for the period covered by this Collective Agreement **and the previous agreement.**

ARTICLE 5 INTERPRETATION OF AGREEMENT

5.1 **Agreement Interpretation and Negotiation of Disputes that Arise**

5.1.1 The Employer shall interpret this Agreement. In the event of a dispute as to the interpretation and application of this Agreement by the Employer, either party hereto may, within thirty (30) calendar days of such interpretation, give notice to the other that it wishes to negotiate with respect thereto, and within a reasonable time after receipt of notice, representatives of both parties shall meet and seek to resolve such dispute by negotiations.

5.2 **Arbitration of Disputes, Interpretations or Application of Agreement**

5.2.1 Disputes arising out of the interpretation or application of the terms of this Agreement which cannot be mutually resolved by means of negotiation may be referred to Arbitration as defined in the Arbitration articles.

5.2.2 Either party may notify the other party in writing that it intends to submit the difference to Arbitration.

5.3 **Letters of Understanding**

5.3.1 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.

ARTICLE 6 CLASSIFICATION

6.1 Classification/Reclassification

6.1.1 The Employer shall provide written notice to the Union when it creates a new position.

6.1.2 When a new position is created **and classified or an existing occupation is reclassified**, the parties will negotiate its inclusion or exclusion, hours of work and rate of pay.

6.2 Resolution of Classification Disputes

6.2.1 If agreement is not reached on the rate of pay, the Employer may assign a rate of pay, and proceed to fill the position in accordance with staffing provisions, and the dispute shall be resolved through an arbitration process.

6.2.2 The rate or range of pay when finally decided will be retroactive to the date the employee commenced work in the new classification.

6.2.3 In the event of a dispute over pay the parties agree to appoint an arbitrator. The parties will split the cost of the arbitration process equally, assuming neither party will employ the services of legal counsel. A party employing legal counsel will pay the entire cost of that service.

6.3 Changes to Existing Classifications/Positions

6.3.1 Where the Employer makes a substantive change to the nature of the job duties or where the Employer requires a reclassification, or where the employee considers his job duties to have changed substantively so as to warrant placing the employee in a new classification, the employee may request a review of his classification and adjustment to his rate of pay.

6.3.2 The employee must submit the request in writing to his manager outlining the nature in the substantive change in duties.

6.3.3 The Manager will consider the request and will render a decision to the employee within sixty (60) calendar days.

6.3.4 The employee may file an appeal with the Employer no later than thirty (30) calendar days from receipt of the Employer's decision.

6.3.5 The Union and the Employer will meet to negotiate the matter to determine whether the duties have been substantively changed. Should a satisfactory resolution not be possible, the parties will refer the matter to the arbitration process.

ARTICLE 7 STAFFING

7.1 Job Postings

7.1.1 When a new position is created, or a vacancy occurs in an existing position, the Employer shall post notice of the position internally for seven (7) working days, unless the Employer and the Union agree to a longer or shorter period.

7.1.2 A copy of each posting will be **electronically posted and** posted on the office bulletin board. **A** copy of each posting **will also be** sent to the Bargaining Unit Chairperson on the date of the posting. A copy of the posting shall be forwarded to every employee on the re-employment list. When the Employer is aware of a vacancy, the Union will be advised within thirty (30) days of the position becoming vacant, of any decision to leave the position vacant, to reclassify the position prior to posting or to abolish the position.

7.1.3 During the seven (7) day period, the Employer will make every reasonable effort to inform employees, where employees are on a leave of absence.

7.2 Information in Posting

7.2.1 Each posting shall contain the following, however, the information contained may be subject to change:

- a) Name of position.
- b) Classification of position.
- c) Brief description of core duties (not an exhaustive list of duties to be performed).
- d) Knowledge, skills and abilities, qualifications and experience required.
- e) Salary range.
- f) Hours of work.
- g) Status of position.
- h) Deadline for applications.

7.3 Qualifying for Positions

7.3.1 The Employer will determine the necessary qualifications, experience, knowledge, skills and abilities (KSAs) required for each position to be filled, prior to posting.

7.4 **Selection Process**

- 7.4.1 The Employer shall notify the Union of the names and seniority of the in-scope applicants for the position, two (2) working days prior to the interviews.
- 7.4.2 The Employer will appoint the senior qualified applicant based on the KSAs, interview, reference checks and any other selection process agreed to.
- 7.4.3 The Employer will advise the Union in the event the Employer holds interviews for a vacant in-scope position, which includes an internal applicant. The Union may provide an observer for the interviews. Where the senior in-scope candidate is not successful, the Employer will provide written rationale to the candidate and the Union.
- 7.4.4 An employee who was entered in the competition shall have the right to grieve the decision. Any grievances relating to staffing must be filed within thirty (30) working days from the notification of selection. The grievance will be heard at Step 1 within thirty (30) days from the date the grievance was filed.

ARTICLE 8 PROBATION

8.1 **Probation on Initial Hiring**

- 8.1.1 Newly hired employees shall serve an initial probationary period of one (1) year from the date the employee commences employment.
- 8.1.2 During the period of initial probation an employee will not accumulate seniority. Upon satisfactory completion of the probationary period the employee will be awarded seniority back to the date of employment.
- 8.1.3 By mutual agreement of the parties to this Agreement, the probationary period for any employee may be extended beyond the established probation period.
- 8.1.4 Where the Employer does not fail the employee before the end of the probationary period, the employee shall be deemed to have successfully completed the probationary period and shall become a permanent employee in that position and classification.

8.2 **Subsequent Probation**

- 8.2.1 An employee who has served an initial probationary period shall have a subsequent probationary period of six (6) months when assuming a new position with a higher hourly rate of pay.

8.2.2 At any time during the subsequent probationary period, the Employer or the employee may terminate the appointment in writing, in which case the employee shall revert to her most recently held position without loss of any benefits that may have been earned had she not assumed a new position, or by mutual agreement, she may revert to a similar position at the same step in the salary range, subject to any increments she would have earned had she not assumed the new position.

8.2.3 When the Employer does not fail the employee before the end of the probationary period, the employee shall be deemed to have successfully completed the probationary period.

8.3 **On Re-employment**

8.3.1 An employee re-employed following job abolition shall not serve a subsequent probationary period.

8.4 **On Demotion**

8.4.1 A probationary period shall not be served on demotion.

ARTICLE 9 SENIORITY

9.1 **Entitlement**

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

- a) An employee shall not acquire seniority until he passed his 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.

9.1.2 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.

9.2 Maintenance of Seniority

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.

9.3 Loss of Seniority

An employee shall lose seniority in the event the employee:

- a) Is dismissed for just cause and not reinstated.
- b) Is laid off for more than twenty-four (24) consecutive months.
- c) Voluntarily terminates.
- d) 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.
- e) Abandons her job.
- f) Permanent out-of-scope promotion.

ARTICLE 10 HOURS OF WORK

10.1 Hours of Work

10.1.1 The hours of work for all employees shall be thirty-seven and one third (37 1/3) hours per week and 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. 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.

10.2 **Earned Days Off (EDO)**

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

- a) 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 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.

10.2.2 The following special provisions may be implemented by mutual agreement at the local level:

- a) Notwithstanding the above, scheduled EDOs shall be worked and accumulated at straight time rates.
- b) The duration of the period during which EDOs are to be worked and accumulated will be established by mutual agreement provided that the period shall not exceed six (6) months.
- c) 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.
- d) Accumulated EDOs shall be taken by mutual agreement at the local level provided that they fall within the three (3) month period immediately following the expiration of the accumulation period.
- e) In the event mutual agreement is not reached, management shall direct when the days are to be taken in accordance with the three (3) month provision.

- f) In the event that mutual agreement is not reached at the local level as provided for, and management does not direct when the accumulated earned days are to be taken as provided for, the accumulated EDOs not taken will be paid out at the rate of time and one half for each EDO, based on the employee's rate of pay in effect at the time of the expiration of the accumulation period.
- g) 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 layoff 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.

10.3 **Less than Full-time Employees**

10.3.1 Less than full-time employees shall work hours as assigned by the Employer up to the maximum allowed by the Agreement, subject to the same overtime provisions of permanent employees.

10.4 **Rest Periods**

10.4.1 Employees shall be entitled to a morning and afternoon rest period of fifteen (15) minutes each. Employees who work less than full-time hours shall be entitled to a fifteen (15) minute rest break for each continuous period of three and one half (3½) hours.

10.5 **Overtime**

10.5.1 All overtime must be authorized.

10.5.2 Overtime within the Averaging Period

- a) 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.

10.5.3 On a Regular Work Day

- a) All employees shall receive pay at one and one half (1½) 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. The parties may waive this provision as appropriate.

- 10.5.4 On an Assigned Day of Rest
- a) An employee shall receive one (1) day of rest per week. An employee who is required to work on her 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 guaranteed at overtime rates. The parties may waive this provision as appropriate.
- 10.6 **Time in Lieu of Overtime (TIL)**
- 10.6.1 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. For purposes of banking, any hours in excess of ninety (90) hours requires management approval. Time off shall be taken at a mutually acceptable time. If such time off in lieu cannot be taken by the end of the fiscal year, an employee shall be eligible to carry over a maximum one hundred and twenty (120) hours to the next fiscal year. An employee shall be paid out for all hours in excess of one hundred and twenty (120) hours at the end of each fiscal year. Employees may also request pay out of accumulated TIL.
- 10.7 **Phone Calls after Hours**
- 10.7.1 An employee who, after she has left her place of work, receives a phone call from management or designate after work, which does not involve a return to her place of work, shall be paid for each hour or portion thereof worked or for a minimum of one half (½) hour at appropriate overtime rates. Notwithstanding the above, an employee called more than once in the one half (½) hour period shall not receive any further overtime until the one half (½) hour period has elapsed.
- 10.8 **Standby Compensation**
- 10.8.1 Standby shall mean a period during which an employee is not at work and is assigned to be on call and be immediately available to return to work. In no case shall such assignment be less than one (1) hour. Standby pay will be paid at a rate of ten dollars (\$10) for each four (4) hour period, or portion thereof.
- 10.9 **Call Backs After Leaving Work**
- 10.9.1 After having left the work place, an employee who received a call back and returns to work shall be paid for all hours work, subject to a minimum, of three (3) hours for each call out.

ARTICLE 11 TEMPORARY ASSIGNMENT OF HIGHER DUTIES

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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

Designated holidays with pay shall be New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and one (1) additional day per year as agreed to by the parties.

12.1 Permanent Full-time

- 12.1.1 Employees whose regular weekly days off are Saturday and Sunday on a permanent basis, the following rules shall apply:
 - a) When a designated holiday falls on Sunday, the following Monday shall be deemed to be a holiday in lieu thereof.
 - b) 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.

12.1.2 For employees whose regular weekly days off are not Saturday and Sunday on a permanent basis, designated holidays shall be non-transferable. When a designated holiday falls on a day of rest, and the employee does not work on that day, he shall be granted an additional day off.

12.2 **Less than Full-time Employees**

12.2.1 Employees will be paid five point four percent (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 **Employees Required to Work on a Designated Holiday**

12.3.1 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, she shall be compensated in addition to her 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 **Averaging Periods**

12.6.1 Employees averaging periods will be reduced by eight (8) hours or the number of hours worked in a normal day for each designated holiday within the averaging period.

ARTICLE 13 PAY ADMINISTRATION

13.1 **Equal Pay for Equal Work**

13.1.1 The parties agree to recognize the principle of equal pay for work of equal value.

13.2 **Pay Calculation**

13.2.1 For the purpose of pay calculation, approved vacation, sick leave or any other leave with pay shall be included as actual hours worked, subject to the following:

- a) All employees shall be paid the hours worked times the hourly rate as contained in Appendix A.
- b) In no event shall the number of hours included as actual hours worked, taken on sick leave or taken as vacation, exceed a maximum of eight (8) hours per day.
- c) In the event an employee has actually worked a part day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of eight (8) hours per day.
- d) The foregoing shall have no application if the employee was not scheduled to work on any such day.
- e) Leave without pay shall not be included as hours actually worked.

13.2.2 Employees working less than full-time shall have their pay and benefits prorated.

13.3 **Rates of Pay**

13.3.1 The rates of pay contained in Appendix A, attached to and forming part of this Agreement, shall be the only rates paid to the employee occupying the positions to the classification.

13.4 **Pay Periods**

13.4.1 All employees shall be paid salary every two (2) weeks. When these dates fall on a designated holiday, salary will be paid on the business day preceding the scheduled pay day. Employees shall receive a statement showing period worked, gross amount earned, all deductions there from and for what purpose, net amount payable, and deposited by direct deposit to a bank or credit union of the employee's choice.

13.5 **Increments**

13.5.1 A permanent employee's anniversary date shall be the date on which the employee commenced work in their current position with the Employer. Employees shall receive annual increments of four percent (4%), effective each anniversary date, until the maximum is reached as defined by the pay scale in Appendix A.

- 13.5.2 In the event an employee takes an unpaid leave of absence of greater than thirty (30) days, the employee's anniversary date shall be adjusted proportional to the amount of leave taken. This adjusted anniversary date shall be the employee's anniversary date for all other increments the employee may be entitled to. Where an employee is hired prior to the 15th of the anniversary month, the increment will be paid on the 1st of that month. Where an employee is hired after the 15th of the month, the increase will be paid the 1st of the following month.
- 13.5.3 An employee returning to work after more than thirty (30) consecutive days of absence without pay or layoff, will be eligible to receive an increment after twelve (12) months of actual service, less credit toward increment that was earned prior to layoff or prior to and during leave of absence.
- 13.5.4 The date upon which the employee becomes entitled to the increment will be the employee's anniversary date. Should the leave be due to a work injury covered by the Workers' Compensation Board, or a maternity or paternity leave, there shall be no change in the anniversary date regardless of the length of the absence.
- 13.5.5 For the purposes of this Article, days paid for sick leave, designated holidays, annual vacation, Workers' Compensation leave, leave with pay and union leave shall be regarded as time worked.
- 13.5.6 **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.**
- 13.6 **In-hiring Rates of Pay**
- 13.6.1 The hiring rates of pay shall be at the minimum of the pay range unless agreed to by the parties.
- 13.7 **Pay on Movement to a New Position**
- 13.7.1 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.

13.7.2 Assuming a Lower Paid Position

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

13.7.3 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.

13.7.4 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 he would have earned had he 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 and Meals**

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

- a) Accommodation
 - i) Hotel – actual and reasonable charges supported by a receipt.
 - ii) An amount of thirty-five dollars (\$35) per night (no receipt necessary) will be paid for accommodation in private residences or in private trailers. Amounts in excess of thirty-five dollars (\$35) will be approved if no other accommodation is available and a receipt is provided.

- b) Meals
- | i) | In
Province | Out of
Province |
|--------------------|----------------|--------------------|
| Per Diem Allowance | \$51.00 | \$61.00 |
| For Partial Days: | | |
| Breakfast | \$10.00 | \$13.00 |
| Dinner | \$18.00 | \$20.00 |
| Supper | \$23.00 | \$28.00 |
- ii) The above rates include GST, meal gratuities and overnight allowance.
- iii) Where a charge is made for a banquet, it will be in lieu of the meal rate provided for that meal.
- iv) In the communities of Fond du Lac, Stony Rapids, Black Lake, Wollaston Lake and Uranium City, actual and reasonable charges for meals, supported by receipt, will be approved. Where a receipt is not provided, reimbursement will be at regular in-province rates.

14.2 **Travel on Employer Business Outside Canada**

14.2.1 Employees on Employer business outside of Canada will be covered by Federal Government meal allowances.

14.3 **Meal Allowance Claims**

14.3.1 A meal allowance will not be paid for:

- a) Breakfast, if departure is later than 7:30 a.m. or the return is earlier than 8:30 a.m.
- b) Dinner, if departure is later than 11:30 a.m. or the return is earlier than 12:30 p.m.
- c) Supper, if departure is later than 5:30 p.m. or the return is earlier than 6:30 p.m.

14.3.2 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.

14.3.3 For employees on a modified hours of work arrangement, no claim for a meal allowance may be made for:

- a) Breakfast, if departure is within one (1) hour prior to the scheduled starting time or the return is prior to the scheduled starting time.

- b) Dinner, if departure is within one half (½) hour prior to the scheduled dinner time or the return is within one half (½) hour after the scheduled dinner time.
- c) Supper, if departure is after the scheduled quitting time or the return is within one (1) hour after the scheduled quitting time.

14.4 **Expenses While on Business Away from Headquarters**

14.4.1 The following is a guide to employees and supervisors with respect to charges incurred while traveling on Employer business:

- a) Standard charges:
 - i) Laundry – charges are allowable for employees, who are absent from headquarters for a period in excess of seven (7) consecutive calendar days. Receipts are required.
 - ii) Valet services – not allowable.
 - iii) Dry Cleaning – allowable only when incurred under exceptional circumstances away from headquarters. The need for dry cleaning must be identified on the expense form and receipts are required.
 - iv) Parking – employees working away from their headquarters building, and using an Employer vehicle or private vehicle, may recover parking charges as follows:
 - If off-street parking is not available, costs of metered parking may be charged to a maximum of sixteen dollars (\$16.00) per day without receipts.
 - v) Telephone – employees shall be reimbursed for all business related calls.
 - vi) Taxis – charges are allowable for taxi fare for Employer business.
 - vii) Other expenses – occasionally, employees will incur exceptional expenses in connection with the conduct of business. Such expenses may be allowable if detailed on the expense form, supported by receipts, and authorized by the Employer.

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

14.5.1 Employees who are authorized to use a private vehicle for Employer business shall be paid a kilometre allowance as follows:

Kilometres - Effective October 1, 2016

Ordinary	North of 54 th Parallel
41.72¢/km	44.93¢/km

14.5.2 The kilometre rate shall be amended and paid as per the Public Service of Saskatchewan rates.

14.6 **Shift Differential**

14.6.1 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.

14.7 **Weekend Premium**

14.7.1 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 6:00 p.m. Friday and 7:00 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.

14.8 **Work Boot Allowance**

The employer will provide a reimbursement of up to \$125.00 per year, which can be accumulated up to three years, for CSA approved safety boots that meet the employer's requirements.

ARTICLE 15 SEVERANCE PAY

15.1 **Job Abolished – Elects to Resign or Retire**

15.1.1 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.

15.1.2 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 (20th) 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 layoff.

15.1.3 For less than full-time employees, severance will be based on percentage of time employee worked over the last calendar year.

15.1.4 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.

ARTICLE 16 BENEFIT PLANS

16.1 Group Life Insurance

16.1.1 The Employer shall provide a Life Insurance Plan on behalf of all eligible employees. 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. The Plan shall provide a minimum of two times the annual salary of employees and other provisions as per Appendix B.

16.2 Pension

16.2.1 Employees shall be members and contribute to the Public Employees Pension Plan.

16.2.2 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.

16.2.3 The employee and Employer contributions shall be seven point six percent (7.6%) **which will increase to eight point six percent (8.6%) on October 1, 2019.**

16.3 Dental Plan

16.3.1 The employees of the Saskatchewan Wildlife Assets Management Inc. and the Saskatchewan Wildlife Federation 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.

16.4 Extended Health Benefits

16.4.1 The employees of the Saskatchewan Wildlife Assets Management Inc. and the Saskatchewan Wildlife Federation 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.

- 16.5 **Long-term Disability (LTD)**
- 16.5.1 **The employees of the Saskatchewan Wildlife Assets Management Inc. and the Saskatchewan Wildlife Federation shall be members of the SGEU Long-term Disability (LTD) Plan as per Appendix E.**
- 16.6 **Employee Family Assistance Program (EFAP)**
- 16.6.1 The employees of the Saskatchewan Wildlife Assets Management Inc. and the Saskatchewan Wildlife Federation shall be members of the SGEU Health and Welfare Trust. The Employer shall provide an Employer paid Employee Family Assistance Program (EFAP). The provisions of the program shall be as per Appendix F.
- 16.7 **Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit**
- 16.7.1 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.
- 16.7.2 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.
- 16.7.3 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):
- a) 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.
- b) The total SUB benefit available to both partners is seventeen (17) weeks.
- 16.7.4 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 17 VACATION LEAVE

17.1 Entitlement

17.1.1 All permanent employees shall be entitled to and are required to take vacation leave with pay subject to the approval of the Employer and subject to the following provisions:

- a) Each April 1st, the employees' earned vacation credits will be credited to the employees, to be used by March 31st of the following year.
- b) Vacation entitlement shall be as follows:
 - i) Employees shall be granted vacation based upon years of service they will have completed in the fiscal year (April 1st to March 31st). Vacation entitlements shall be advanced to employees at the beginning of each fiscal year.
 - ii) Vacation entitlement shall be as follows:
 - Up to seven (7) years' service – fifteen (15) days per year prorated for partial years.
 - Eight (8) to fourteen (14) years' service – twenty (20) days per year prorated for partial years.
 - Fifteen (15) to twenty-one (21) years' service – twenty-five (25) days per year prorated for partial years.
 - Twenty-two plus (22+) years' service – thirty (30) days per year prorated for partial years.
 - iii) Permanent part time employees shall acquire vacation on a prorated basis.
- c) Where an employee resigns, retires or is terminated and said employee has taken vacation leave not yet earned, the Employer is entitled to deduct the amount of money owed from the employee's final pay cheque.

17.2 Vacation Carryover

17.2.1 Employees are expected to take their entire vacation entitlement within the vacation year. However, an employee may request in writing to be granted a carryover of up to five (5) days. In extenuating circumstances the employee may request in writing a carryover in excess of the five day limit.

17.3 Designated Holiday During Vacation Leave

17.3.1 When any designated holiday falls within an employee's annual vacation, that day shall not be counted as a vacation day.

- 17.4 **Sick Leave During Vacation**
- 17.4.1 In the event an employee is ill or entitled to bereavement leave during vacation leave, the employee or his/her immediate family shall notify his/her supervisor. The Employer will charge the amount of time the employee was ill and the period of recovery to the employee's sick leave credits and will reinstate the employee's vacation leave credits accordingly. The period of vacation shall, by the mutual agreement between the employee and the Employer, be either added to the vacation period or reinstated for use at a later date. Satisfactory substantiation of illness and the period of recovery must be provided to the Employer in order for the vacation period to be adjusted.
- 17.5 **Vacation Pay on Separation**
- 17.5.1 An employee who leaves the service of the Employer shall be paid for earned vacation leave which has not been used. In the event of the death of an employee, any amount due under this Article shall be paid to the employee's estate.
- 17.6 **Cancelling of Approved Vacation Leave**
- 17.6.1 Any expenses or losses experienced by an employee arising from the Employer cancelling or interrupting vacation periods shall be paid by the Employer.
- 17.7 **Vacation Leave Records**
- 17.7.1 The Employer will provide employees with vacation information in January and July of each vacation year. Employees are expected to verify the records and ensure their vacation entitlement is used prior to March 31st or the Employer may schedule the employee off.
- 17.8 **Vacation Pay on Supplementary Earnings**
- 17.8.1 An employee shall receive, together with the payment for overtime earnings, vacation pay, **as per Appendix B.**
- 17.9 **Vacation Pay for Term Employees**
- 17.9.1 **Term employees shall be given the option to be paid their vacation leave entitlements in each pay period or to bank their vacation leave and entitlements will be taken before the end of their term.**

ARTICLE 18 SICK LEAVE

18.1 Purpose

18.1.1 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.

18.2 Definition of Sickness

18.2.1 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 Employer 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.

18.3 Drawing on Future Sick Leave Credits

18.3.1 The Employer may allow an employee to draw on her 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.

18.4 Reimbursement of Overdrawn Sick Leave Credits

18.4.1 Where an employee is overdrawn on sick leave, up to one half (1/2) of the current year's **credits** 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.

18.5 Reinstatement of Sick Leave Credits

18.5.1 Upon written application, a Permanent employee who has had a break in service with the Employer 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 she was credited with prior to the break in service. The three (3) year period shall not include time spent on the re-employment list. Maximum of three (3) years in total.

18.6 **Exceeding the Sick Leave Benefits**

18.6.1 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 day's sick leave overdrawn at the rate of salary on separation.

18.7 **Designated Holiday During Sick Leave**

18.7.1 Designated holidays occurring when an employee is on sick leave shall not be charged against the employee's sick leave credits.

18.8 **Permanent Full-time Under Three (3) Months' of Service**

18.8.1 Probationary full-time employees with less than three (3) months' service shall be allowed five (5) days of sick leave.

18.9 **Permanent Full-time Three (3) or More Months' of Service**

18.9.1 Probationary/permanent full-time employees with three (3) or more months' service shall, on April 1st of each 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.

18.10 **Partial Month**

18.10.1 Employees shall earn sick leave in a partial month worked as follows:

- a) Annual sick leave credit of fifteen (15) days / twelve (12) months / calendar days in a month x calendar days of work in the month = sick leave days earned.

18.11 **Use of Sick Leave**

18.11.1 Notification of Illness

- a) Any employee who will be absent due to illness or disability shall notify the supervisor or his designate, as soon as possible, however no later than her normal start time.

- b) The employee will advise the supervisor of the nature of the leave requested, the anticipated length of absence and any accommodation the employee may require to reduce the period of absence. In the case of prolonged absence due to illness or Workers' Compensation, the employee is expected to keep the Employer regularly apprised of the anticipated date of return and any accommodation that might be necessary in order for the employee to return to work.
- c) The employee will then be granted sick leave providing the employee possesses sufficient sick leave credits. Employees who do not have sick leave credits will be considered on unpaid leave of absence.

18.11.2 Medical Certificate

- a) In instances where an employee notifies the Employer that he will be absent from work for a period of at least three (3) days but not more than five (5) days and upon request from the Employer, shall provide a physician's note attesting to their illness.
- b) In instances where the employee is absent due to medical reasons and has exceeded five (5) days, the Employer may request further medical information limited to the following:
 - i) A prognosis for recovery.
 - ii) Employee's fitness to return to work.
 - iii) Physical limitations following the employee's return to work.
- c) In the event the employee is charged for producing the form, the Employer will reimburse the employee providing the Employer requested the assessment. Employees who do not produce a form upon request will be considered to be on unpaid leave of absence.

18.12 **Employer to Provide Information**

18.12.1 Subject to a written request from an employee, the Employer shall make available to a third party (LTD, WCB, SGI, etc.), where reasonable, information it may have which would facilitate the application of an employee who is ill, injured or disabled.

18.13 **Unpaid Leave for Prolonged Illness**

18.13.1 An employee suffering prolonged illness shall, upon application, be granted leave of absence without pay when all sick leave credits have been expended.

- 18.13.2 The Employer shall not permanently fill the employee's position for the first twenty-four (24) calendar months of the employee's leave. In the event the employee is able to return to work during this period, she will be returned to her home position.
- 18.13.3 Employees who do not return to work during the leave will be granted a further leave of up to twelve (12) months for a maximum absence of three (3) years.
- 18.13.4 An employee on unpaid leave for prolonged illness who is able to return to work shall provide written notice to the Employer to have his name placed on the re-employment list. Employees on the re-employment list shall be considered for re-employment.
- 18.13.5 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.

18.14 **Accommodation**

- 18.14.1 Once an employee has been medically cleared to work, if necessary, the Employer, Union and the employee shall meet to discuss:
- a) Possible modification of the workplace to reduce or eliminate the length of the employee's absence. Should the modification be possible, the employee shall be expected to return to work.
 - b) Where an employee is no longer able to perform the functions of her job, by reason of illness or disability, the Union and Employer may agree to waive certain provisions of the Agreement to transfer the employee into a more suitable position.

18.15 **Sick Leave Records**

- 18.15.1 The Employer will provide employees with an annual balance of their sick leave credits.

ARTICLE 19 LEAVES OF ABSENCE

19.1 **Bereavement Leave**

- 19.1.1 Subject to the following, an employee requesting bereavement leave must first contact the Manager or designate:
- a) After successful completion of the Employee's probationary period, an Employee may request and shall be granted:
 - i) Up to five (5) days paid leave in the event of the death of a spouse or child of that Employee.

- ii) Up to three (3) days paid leave in the event of the death of an immediate family member.

Immediate family is defined as spouse (including common law and same sex), children (including stepchildren), parents (including in-laws and step), sisters or brothers (including in-laws and step), grandparents, grandchildren, legal guardian.

- b) Employees requiring more time off work may request annual vacation leave or in the case of death of a spouse or child may request an additional five (5) days off to be charged to the employee's sick leave credits.

Upon request, an employee may receive up to an additional two (2) days charged to accumulated sick leave for the death of an immediate family member other than a spouse or child.

- c) The Employer may, in its absolute discretion, grant bereavement leave, to be charged to the employee's sick leave credits, to an employee for the following:

- i) The death of someone with whom the employee maintained a close relationship.
- ii) Within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional event related to the death of an immediate family member as defined above.

- d) Extended Leave

An employee may apply for extended leave of absence where the death or serious illness of an immediate family member occurs outside the province. Such a request will be granted based on operational requirements and will be charged to vacation credits.

19.2

Pressing Necessity and Personal/Family Responsibilities

19.2.1

Leave for Pressing Necessity is drawn from an employee's sick leave balance and may be used for emergent and compassionate leave situations.

- 19.2.2 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 he 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.
- 19.2.3 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.
- 19.2.4 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.

19.3

Definite Leaves of Absence Without Pay

19.3.1

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

a) Maternity

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 she is pregnant shall be granted leave consisting of a period up to and including twenty-four (24) calendar months subject to the following conditions:

- i) An employee shall not be dismissed or laid off solely because she is pregnant or has applied for maternity leave.
- ii) Where the pregnancy of the employee and/or requirements of postnatal care would reasonably interfere with the performance of her 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.
- iii) With the consent of the Employer an employee shall be entitled to return from maternity leave in advance of the expiry of the leave.

- iv) Employees may be entitled to sick leave provisions as follows:
- An employee who has medically substantiated need to be absent from work for health reasons related to pregnancy either before, on or after the date of delivery, shall be allowed to access accumulated sick leave credits. The employee shall provide the Employer with a medical certificate to substantiate the request.

b) Parental Leave or Legal Adoption

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.

19.4 **Definite Leaves of Absence With Pay**

19.4.1 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 five (5) days' notice of request for Union leave, except in unusual circumstances.
- 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

- 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.
- Employees may be granted paid leave for blood product donations in the same geographic location where they are employed.

c) Discretionary Leave

- Leaves of absence are intended to provide employment security for the employee while meeting the needs of the Employer.
- When considering an application for a leave of absence, the following principles shall be applied consistently and fairly:
 - Beneficial to the employee and the organization.
 - Used responsibly and in the public interest.
 - Support the objectives of delivering quality services.

19.4.2 Requests for leave must be submitted in writing.

19.4.3 Reasons for denial will be provided in writing to the employee.

19.5 **Definite Leaves Without Pay**

19.5.1 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 (1) year.

19.5.2 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.

- 19.5.3 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.
 - ii) Name placed on the re-employment list for a period of three (3) years.
 - b) If the employee has not been successful in obtaining alternate employment by the end of the leave or at the end of the three (3) year period on the re-employment list, he will be deemed to have resigned.

19.6 **Indefinite Leaves Without Pay**

- 19.6.1 All employees, may be granted an indefinite leave of absence without pay.
- 19.6.2 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.
- 19.6.3 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.

19.7 **Reinstatement from Definite Leave**

- 19.7.1 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.
- 19.7.2 If the position of a-Permanent employee was abolished during his absence he shall be subject to the layoff provisions.
- 19.7.3 If an employee's position was reclassified upward during his absence, he shall be subject to the provisions applicable had he been occupying the position at the time of its reclassification.
- 19.7.4 If the position was reclassified laterally or downward during his absence, he shall elect one of the following alternatives:
- a) The application of the layoff provisions.
 - b) To return to the reclassified position provided he meets the minimum qualifications.

19.8 **Benefits Earned While on Leaves of Absence Without Pay or Layoff**

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

- a) All benefits except any designated holidays which fall in the period of leave.

19.8.2 For the period of leave from thirty-one (31) to ninety (90) consecutive calendar days or less:

- a) Sick leave.
- b) Calculation of increment entitlements only.

19.8.3 For the period of leave after ninety (90) consecutive calendar days:

- a) Increments in accordance with the increments provisions following leaves of absences without pay and layoff.

19.8.4 Seniority while on leave of absence without pay or layoff shall be earned in accordance with Seniority Articles of this Agreement.

19.8.5 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.

19.9 **Leave for Union Office**

19.9.1 An employee who is elected or selected for a full-time position with the Union, the Saskatchewan Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, upon request, during the term of office. The employee shall continue to receive her salary and benefits from the Employer, conditional upon reimbursement of such salary and costs by the Union to the Employer.

19.10 **Leave for Shelter or Rehabilitation**

19.10.1 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.

19.11 **Mandatory Leave**

19.11.1 **Leaves of absence will be provided as stated in relevant provincial and federal legislation during the terms of this Collective Bargaining Agreement.**

19.12 **Jury Duty**

19.12.1 Time spent on a scheduled working day by an employee required to serve as a juror or court witness (except for appearances arising as a result of a personal misdemeanour) shall be considered as time worked at the appropriate rate of pay, to the length of the trial or the court deems necessary, less any payment received from the courts. A copy of the court summons is required for inclusion in the employee's personnel file. Paid time off will be granted only for the time that it takes to wait and present testimony and not merely to act as an observer to legal proceedings. Whenever possible, an employee who is discharged from court early in the day must return to work.

19.13 **Voting Time**

19.13.1 The Employer will provide sufficient time off for voting in compliance with statutory regulations.

19.14 **Education Leave**

19.14.1 Subject to the demands of the workplace, leave of absence without pay may be granted by the Employer, to a permanent employee for education leave. Requests must be submitted to the Employer in writing and must give the specifics of the course and the job relevance of the course. The Employer will evaluate the request based on factors including: length of service, job relevance, budgetary constraints, and length of course.

19.14.2 Leave taken under this Article is subject to the provisions of Benefits Earned While on Leaves of Absences without Pay or Layoff. The Employer will make every effort to accommodate the employee, including granting the use of vacation leave or time off in lieu of time worked.

ARTICLE 20 OCCUPATIONAL HEALTH AND SAFETY

20.1 The Employer and the Union have a shared interest in the health and safety of employees. The Employer and the employees will operate in accordance with *The Saskatchewan Employment Act* to provide a safe and healthy workplace.

ARTICLE 21 WORKERS' COMPENSATION

- 21.1 When an employee is injured in the performance of work related duties, or incurs an industrial illness and the injury or illness is compensable under the provisions of *The Workers' Compensation Act*, the employee will receive benefits as follows:
- 21.1.1 The employee will keep the Employer informed of the anticipated duration of illness and will agree to comply with any accommodation or graduated return to work program the Employer and the Workers' Compensation Board may develop.
- 21.1.2 The provisions of Unpaid Leave for Prolonged Illness will apply to employees who are absent on Workers' Compensation for an extended period of time.
- 21.1.3 From and including the day of injury, until not more than two (2) years, the employee will accrue seniority, however, the employee will not earn vacation or sick leave credits.
- 21.1.4 An employee receiving Workers' Compensation benefits will be expected to use any accumulated vacation credits by December 31st of the year the injury occurred, unless the employee and the Employer mutually agree otherwise.
- 21.1.5 Employees who are off work and receiving Workers' Compensation benefits may continue to be enrolled in the benefit plans for a maximum of one (1) year from the date of injury, provided the employee pays the employee portion of the premiums.
- 21.1.6 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 her 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 benefits payable from Workers' Compensation will be charged against the employee's available sick leave credits.
- 21.1.7 The total compensation received by an employee shall not exceed normal earnings. Part-time and term employees' normal earnings shall be the average of her last four pay periods. Proof of disability will be required before such payments are made.
- 21.1.8 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.

ARTICLE 22 LAYOFF AND RE-EMPLOYMENT

22.1 Layoff in Reverse Order of Seniority

22.1.1 Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of job abolition or layoff, employees shall be laid off in reverse order of seniority within their own classification.

22.2 Employer to Inform Union

22.2.1 The Employer shall inform the Union of possible layoffs as far in advance as possible.

22.3 Notice of Layoff

22.3.1 Notice of layoff shall be given to employees as follows:

- a) Two (2) weeks' written notice, if the period of employment is less than one (1) year.
- b) Three (3) weeks' written notice, if the period of employment is one (1) year or more but less than three (3) years.
- c) Four (4) weeks' written notice, if the period of employment is three (3) years or more but less than five (5) years.
- d) Six (6) weeks' written notice, if the period of employment is five (5) years or more but less than ten (10) years.
- e) Eight (8) weeks' written notice, if the period of employment is ten (10) years or more.

22.4 Less than Full-time Employees Laid Off First if in Same Classification

22.4.1 Less than full-time employees will be laid off before a Permanent employee in the same classification. Less than full-time employees will receive notice in accordance with this Article, but will not have displacement rights. Less than full-time employees will receive severance as per the Collective Agreement.

22.5 Options for Permanent Full-time Employees who have Received Notice of Layoff

22.5.1 In the event the Employer abolishes a permanent position, the employees affected shall have the right to:

- a) Displace another permanent employee with less seniority.
- b) Go on layoff and be placed on the re-employment list.

- c) Retire and access pension options.
- d) Resign and collect severance pay.

22.6 **Notice to Exercise Displacement Rights**

22.6.1 An employee who intends to exercise displacement rights shall indicate his intention in writing to the Employer within three (3) working days of receipt of the notice of layoff.

22.6.2 If no response is received within this period, the employee shall be deemed to have declined the option to displace, and must choose one of the other options on layoff.

22.6.3 Upon receipt of notice of the employee's intention to displace, the Employer will, within three (3) working days, present the employee with an offer of a position to displace into, providing there is such a position.

22.7 **Acceptance of an Offer of a Position**

22.7.1 An employee will have three (3) working days to consider the offer of a position. The three day period shall be deemed to have commenced at 5:00 p.m. of the day the offer is formally made, or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee does not accept the offer of the position within the three day period, it will be deemed the employee has declined the offer. The employee within two (2) working days must elect one of the other options on layoff. Once the employee accepts the position, the Employer will advise the employee of the commencement date in the new position and the layoff notice will be deemed to have been rescinded.

22.7.2 If an employee does not accept an offer of a position in the displacement order, the employee will be deemed to have declined the option to displace and within two (2) working days must elect one of the other options on layoff.

22.8 **Displacement Order**

22.8.1 The laid off employee will displace the employee with the least seniority:

- a) In the same classification.
- b) In a classification with a similar pay range.
- c) In a lower classification.

This is provided the employee possesses the KSAs for the positions. In all cases, the employee with the least seniority will be displaced.

- 22.9 **Employees Not Offered a Position**
- 22.9.1 If the employee is not offered a position after having proceeded through all stages of displacement, the employee within two (2) working days must choose another option as stated on layoff.
- 22.10 **Rights of Employees who are Displaced**
- 22.10.1 The options for employee layoff shall be available to employee(s) who have been displaced.
- 22.11 **Time to Adjust in New Position**
- 22.11.1 An employee who, as a result of displacement assumes a new position, shall be placed on probation. In the event he does not successfully complete the probationary period or if he so chooses, he will be placed on the re-employment list or within two (2) working days may choose one of the other options as stated on layoff. In any case, the employee will not have another displacement option.
- 22.12 **Re-employment List**
- 22.12.1 An employee who has been laid off and who was unable to exercise displacement rights or who chose not to exercise displacement rights, shall be placed on the re-employment list for the class of positions he wishes to be considered for in upcoming competitions.
- 22.12.2 Employee's names will be automatically included in competitions for vacancies based on the information provided.
- 22.12.3 An employee who does not accept a position offered will be removed from the re-employment list and will be deemed to have resigned from the Employer. Where an employee can display an extenuating circumstance as a reason to refuse an offer of position, the Employer and the Union shall negotiate an alternative to resignation.
- 22.12.4 No new employees shall be hired when qualified employees are still on the re-employment list.
- 22.12.5 An employee who has been laid off shall have his name kept on the re-employment list for an unbroken period not to exceed two (2) years. If not re-employed within twenty-four (24) months, the employee shall lose seniority and be terminated.
- 22.12.6 Subject to provisions for employees on layoff, at any time during the twenty-four (24) month period the employee may elect to resign and collect severance pay.

- 22.12.7 Employees shall keep the Employer notified of any change in address or phone number during the layoff period or while their name remains on a re-employment list.
- 22.12.8 An employee who fails to reply within five (5) working days to an offer of re-employment, sent by registered mail, to the employee's residence shall lose seniority and be terminated.
- 22.12.9 **The employer agrees that term employees who keep the employer informed, in writing, by January 1st or each year, of their current address and desire to be employed, will be informed by letter, of projected job opportunities. Based on available jobs, the employer will hire employees who have successfully completed the previous season(s) work. Term employees shall be notified, in writing, of their specific start and end dates of employment. A copy shall be sent to the Union.**
- 22.13 **Benefits While on Layoff**
- 22.13.1 Employees on the re-employment list shall earn benefits in accordance with this Agreement.
- 22.14 **Resignation Option**
- 22.14.1 Employees on the re-employment list shall give the Employer two (2) weeks' written notice of resignation.

ARTICLE 23 DISCIPLINE

23.1 Preamble

- 23.1.1 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.
- 23.1.2 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.
- 23.1.3 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.
- 23.1.4 No employee shall be dismissed or disciplined without just cause.
- 23.1.5 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.

23.1.6 Employees will be provided with a reasonable amount of time to seek Union representation.

23.2 **Principles of Progressive Discipline**

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

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

23.3 **Constructive Counselling and Coaching**

23.3.1 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.

23.3.2 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.

23.4 **Records of an Employee**

23.4.1 An employee, upon request, shall be able to review her employee file:

- a) An employee shall request access through the Employer, to be arranged at 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 her file.

23.4.2 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 he does not want a copy sent to the Union.

23.4.3 Disciplinary documents shall be removed from an employee's file after two (2) years unless, there are new disciplinary documents 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.

23.4.4 An Employee may make written 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.

23.5 **Notice of Termination of Employment, Demotion or Resignation**

23.5.1 **Termination of Probationary Employee**

Except in the case of dismissal for misconduct, an employee holding a probationary appointment in an occupation from which her services are to be terminated shall be given seven (7) calendar days notice of such termination provided that, if such notice is not given, a sum equal to seven (7) calendar days salary shall be paid to such employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave.

23.5.2 **Termination of a Permanent Full-Time or less than Full-Time Employee**

Notice in writing shall be given to any Permanent employee whose services are to be terminated in the occupation in which they hold permanent status provided that, if such notice is not given, a sum equal to the notice period shall be paid to the employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave.

Except in the case of dismissal for misconduct, employees shall be given notice of such termination as follows:

- i) thirty (30) calendar days written notice, if his period of employment is less than five (5) years;**
- ii) six (6) weeks written notice, if his period of employment is five (5) years or more but less than ten (10) years;**

- iii) **eight (8) weeks written notice, if his period of employment is ten (10) years or more.**

23.5.3 Term Employees

Except in the case of dismissal for misconduct, an employee holding a term appointment in an occupation from which his services are to be terminated shall be given notice of such termination as follows:

- i) **one (1) week's written notice, if his period of employment is less than one (1) year;**
- ii) **two (2) week's written notice, if his period of employment is one (1) year or more but less than three (3) years;**
- iii) **four (4) week's written notice, if his period of employment is three (3) years or more but less than five (5) years;**
- iv) **six (6) weeks written notice, if his period of employment is five (5) years or more but less than ten (10) years;**
- v) **eight (8) week's written notice, if his period of employment is ten (10) years or more.**

If such notice is not given, the employee shall be paid in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave. Permanent employees in term appointments shall revert to their home position.

23.6 Involuntary Demotion

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

23.7 Notice in Writing

Notice in writing shall be either personally delivered or by dispatch of a registered letter to the employee's most recent address on record.

23.7.1 Resignation by Employee

Employees shall give the same notice of resignation as that provided in Articles regarding notice of termination. An employee who fails to give such notice shall be struck from the payroll

effective the date she absents herself without leave. The provisions of this clause may be waived by the Employer.

ARTICLE 24 GRIEVANCE PROCEDURE

24.1 Definition of a Grievance

24.1.1 A grievance shall be defined as any difference or dispute, pertaining to this Collective Bargaining Agreement, between the Employer and the Union on behalf of any employee(s), or any difference or dispute pertaining to this Agreement, between the Employer and the Union.

24.1.2 The Employer shall receive a grievance only when it is submitted in writing by an authorized Union steward or by a paid Union Staff Representative.

24.2 Disclosure of All Information

24.2.1 The parties to the grievance process shall provide full disclosure of all information available regarding the grievance at each step of the grievance procedure.

24.3 Union Grievance/Group Grievance

24.3.1 The Union may file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement. Such grievance shall commence at Step 2. The Union shall have the right to file a grievance on its own behalf or on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided for in this Agreement.

24.4 Stewards

24.4.1 Recognition – The Employer recognizes the steward(s) as designated representatives, elected by the Union. The Union will notify the Employer, in writing, of the name of each steward, on an annual basis, or when a vacancy is filled in term.

24.4.2 Meeting with the Employee – Any employee who feels he has been aggrieved may request permission from his supervisor to leave work temporarily, in order to discuss the complaint with a Union representative within the facility. Neither the employee nor the Union representative shall suffer a loss of pay. Suitable arrangements for an appropriate time and place shall be made with the Chief Executive Officer or designate.

24.4.3 Meeting with the Employer – The Employer agrees that one Union representative and the grievor may attend a grievance meeting with the Employer without suffering a loss of pay.

24.4.4 Any member of the paid staff of the Union may attend a grievance meeting.

24.5 **Grievance Procedure – Union/Employee Grievance**

24.5.1 An earnest effort shall be made to settle grievances as fairly and promptly as possible in the following manner:

- a) Pre-grievance Meeting
 - i) An employee who believes that he/she has a justifiable request or complaint may discuss such matters with the supervisor or Manager in an effort to resolve the problem. The supervisor and Manager, shall convene a meeting with the Employee within seven (7) working days at a time mutually agreed upon. The employee may request the attendance of the steward at the meeting.
 - ii) Utilizing this process will not deny the employee access of the grievance/arbitration procedure. If an employee accesses this process the time frame to launch a grievance will be extended to commence on the date that the supervisor provides a decision.
 - iii) The supervisor shall provide the decision within seven (7) working days of the meeting and the decision shall be presented to the employee and the steward (if one was in attendance).

24.6 **Grievance Procedure (Formal Process)**

24.6.1 Step 1 – Procedure for Employee Aggrieved

- a) Only a duly authorized steward, in consultation with his Labour Relations Officer may file a grievance. The aggrieved employee shall take a grievance to the steward of his choice and the following sequence shall occur and will end at the employee's request or when the grievance has been settled to the satisfaction of the Union.
- b) The parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the grievance.
- c) The steward will submit the employee's grievance in writing to the immediate manager within twenty (20) working days of the occurrence of the matter leading to the grievance or the time that the employee became aware of the occurrence.

- d) The manager will hear the grievance and submit his decision in writing to the grievor, the steward and the Union within twenty (20) working days.

24.6.2 Step 2 – Chief Executive Officer

- a) If a satisfactory settlement cannot be effected at Step 1, the Union may, within seven (7) calendar days of receiving the written response at Step 1, submit the grievance to the Chief Executive Manager Officer. A Step 2 meeting will be scheduled within thirty (30) calendar days of receipt of the letter from the Union. The Chief Executive Officer will render a decision to the Union in writing within fourteen (14) calendar days of the meeting held to discuss the grievance at Step 2.

24.7 **Alternate Dispute Resolution Process**

24.7.1 If a satisfactory settlement cannot be effected at Step 2, the parties will meet within thirty (30) calendar days to determine one of the following dispute resolution mechanisms: Mediation, Expedited Arbitration or Single Panel Arbitration.

24.7.2 Should the parties mutually agree to grievance mediation, the grievance will be mediated. In the event the grievance was not successfully resolved through grievance mediation, the Union, within thirty (30) calendar days, will inform the Employer in writing of the decision to advance the grievance to arbitration.

24.7.3 Notwithstanding the above, by mutual agreement, expedited arbitration may be used after Step 1 of the grievance procedure.

24.8 **Expedited Arbitration**

24.8.1 The parties shall meet quarterly or as often as required to review outstanding grievances filed with the Employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

24.8.2 By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.

24.8.3 The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

24.8.4 Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

- 24.8.5 All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- 24.8.6 No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use excluded employees or consultants.
- 24.8.7 Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.
- 24.8.8 The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- 24.8.9 The expedited arbitrator shall have the same powers and authority as a single arbitrator established under the provisions of this Agreement, excepting the above, that the decision shall be rendered within two (2) working days of the hearings.
- 24.8.10 It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration hearing.
- 24.9 **Procedure Guidelines**
- 24.9.1 The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- 24.9.2 The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
- 24.9.3 The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- 24.9.4 The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown & Beatty, Palmer, or other legal research materials. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representatives to ensure that all relevant clauses are put before the arbitrator.
- 24.9.5 General rules of evidence will be waived except for the rule of "onus."
- 24.10 **Selection of an Arbitrator (Single Arbitrator)**
- 24.10.1 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.

- a) Procedure
 - i) The Arbitrator shall fix a time and place of sittings, after consultation with the parties.
 - ii) 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.
- b) Decision of the Arbitrator
 - i) The Arbitrator shall render a final and binding decision within thirty (30) days of the end of the hearings.
 - ii) 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.
 - iii) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.
- c) Expenses of the Arbitrator
 - i) The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties.

24.11 **Employee Expenses**

24.11.1 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.

24.12 **Time Limits**

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

ARTICLE 25 DISCRIMINATION AND HARASSMENT

The following does not limit access to rights or provisions under *The Saskatchewan Employment Act* or *The Saskatchewan Human Rights Code*.

25.1 Discrimination

25.1.1 There shall be no discrimination or harassment with respect to any employee by reason of age, race, physical disability, creed, colour, national ancestry, place of residence, religious or political affiliation, sex or sexual orientation, marital status, criminal record that has no relevance to the duties of the employee's position, nor by reason of membership or activity in the Union.

25.2 Anti-harassment Policy Statement

25.2.1 Harassment is illegal under *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act*. It is the Employer's responsibility to provide a workplace free from harassment.

25.2.2 Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted, unwelcome attention or disrespectful behaviour that is harassing in nature under the parameters contained within *The Saskatchewan Employment Act*.

APPENDIX A – CLASSIFICATIONS AND PAY BANDS

The following are the classifications and pay bands agreed to by the parties, subject to negotiated changes by the parties:

October 1, 2018	
Summer Term	\$ 18.503 - \$ 23.189
Program Support	\$ 21.180 - \$ 26.542
Fish Culture Technician 1	\$ 22.874 - \$ 28.667
Fish Culture Technician 2	\$ 24.704 - \$ 30.960
Fish Culture Specialist	\$ 26.679 - \$ 33.436
October 1, 2019	
Summer Term	\$ 18.688 - \$ 23.420
Program Support	\$ 21.391 - \$ 26.807
Fish Culture Technician 1	\$ 23.102 - \$ 28.953
Fish Culture Technician 2	\$ 24.951 - \$ 31.269
Fish Culture Specialist	\$ 26.945 - \$ 33.770
October 1, 2020	
Summer Term	\$ 19.119 - \$ 23.961
Program Support	\$ 21.885 - \$ 27.426
Fish Culture Technician 1	\$ 23.634 - \$ 29.622
Fish Culture Technician 2	\$ 25.527 - \$ 31.990
Fish Culture Specialist	\$ 27.567 - \$ 34.548
October 1, 2021	
Summer Term	\$ 19.501 - \$ 24.440
Program Support	\$ 22.323 - \$ 27.975
Fish Culture Technician 1	\$ 24.107 - \$ 30.214
Fish Culture Technician 2	\$ 26.038 - \$ 32.630
Fish Culture Specialist	\$ 28.118 - \$ 35.239

APPENDIX B – VACATION PAY ON SUPPLEMENTARY EARNINGS

Supplementary Earnings for SWAM Employees shall be based on vacation entitlements as follows:

All employees shall earn vacation pay on supplementary earnings in accordance with the following:

6.36% - fifteen (15) vacation days

8.64% - twenty (20) vacation days

11.00% - twenty-five (25) vacation days

13.44% - thirty (30) vacation days

APPENDIX C – LIFE INSURANCE PLAN

Group Life Insurance

Benefit Formula: 2 x annual earnings

All amounts of insurance are rounded up to the next higher \$1,000 amount.

Maximum Benefit: \$1,000,000

Non-Evidence Limit: \$ 400,000

Reduction: Reduces 50% at age 65.

Termination: Ceases at the earlier of retirement or age 70.

Accidental Death and Dismemberment Insurance

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

Reduction: Reduces 50% at age 65.

Termination: Ceases at the earlier of retirement or age 70.

Dependent Life Insurance

Amount of Insurance:	Spouse	\$10,000
	Each Child	\$ 5,000

Termination: Ceases at the earlier of the Insured Employee's retirement or the Insured Employee's attainment of age 70.

APPENDIX D – 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 E – 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 F – LONG-TERM DISABILITY (LTD)

Application Procedure:

Application packages are available from any SGEU office and at www.sgeu.org.

Completed application must be sent to the union head office at 1011 Devonshire Drive North Regina, S4X 2X4, within one year of disability occurrence.

Applicant is responsible for the payment of any expenses involved in having the initial disability claim form completed by a doctor.

LTD Dues Rebate:

If you have accumulated/earned days in your sick bank when you retire or the month you turn 65 you may be entitled to a rebate on your SGEU LTD dues. Please contact the SGEU LTD Plan for further information.

Contact:

Saskatchewan Government and General Employees' Union
SGEU Long Term Disability Plan
1011 Devonshire Drive North
Regina, SK S4X 2X4
Telephone: 775-7204 (Regina); 1-800-667-5221 ext. 204

SGEU PORTAPLAN LIFE INSURANCE

Voluntary plan which offers low cost term life insurance, accidental death and dismemberment, and dependent life insurance to union members, spouses and dependent children.

Members who participate in this Plan may continue their coverage if they change employers or retire, simply by paying their insurance premiums.

Guarantee Issue Benefit during the period May 1 to July 31, each year, new members are eligible to apply for one unit of \$20,000 term life without a statement of health.

Term Life Insurance – members and spouses under age 65 up to 25 units of \$20,000.

Accidental Death and Dismemberment Insurance 25 units of \$20,000 providing it does not exceed the Term Life amount.

Young Adult Security Insurance – 25 units of \$20,000 at any time up to age 25.

For further information on the Portaplan, contact:

Saskatchewan Government and General Employees' Union
Portaplan Administrator
1011 Devonshire Drive North
Regina, SK S4X 2X4
Telephone: (306)775-7204 (Regina)
1-800-667-5221 ext. 204

APPENDIX G – 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

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and SASKATCHEWAN WILDLIFE ASSETS MANAGEMENT INC. hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 17th day of December, 2019.

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

Signed on behalf of:
Saskatchewan Wildlife Assets
Management Inc.

Signature on file

Signature on file

Nancy Coomber
Bargaining Committee Chair

Darrell Crabbe
Chief Executive Officer

Signature on file

Signature on file

Jeffrey Matity
Bargaining Committee Member

Nelson Bergh
Manger Fish Culture Station

Signature on file

Neil Janssen
Bargaining Committee Member

Signature on file

Mary Ann Harrison
Labour Relations Officer