

SOUTH SASKATCHEWAN RIVER IRRIGATION DISTRICT NO. 1, INC.

January 1, 2016 –
December 31, 2018

COLLECTIVE AGREEMENT



ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTH SASKATCHEWAN RIVER IRRIGATION DISTRICT NO.
1, INC.

AND

SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 2169

From January 1, 2016 TO December 31, 2018

TABLE OF CONTENTS

	PAGE
ARTICLE 1 INTERPRETATION.....	2
ARTICLE 2 SCOPE	3
ARTICLE 3 UNION SECURITY	3
3.1 Union Recognition.....	3
3.3 Maintenance of Membership	3
3.4 Deduction and Remittance of Union Dues (Check Off)	4
3.5 Job Security	4
ARTICLE 4 SENIORITY	5
4.5 Seniority on Out of Scope Temporary Performance of Higher Duties	6
4.6 Return to Scope from Out of Scope	6
ARTICLE 5 JOB VACANCIES AND POSTING.....	6
ARTICLE 6 PROBATION.....	7
ARTICLE 7 LAYOFF AND RECALL	7
7.1 Permanent Layoff and Re employment.....	7
7.2 Non Permanent Layoff and Recall	7
ARTICLE 8 DISCIPLINE	8
8.2 Demotion, Dismissal and Resignation.....	8
8.3 Notice of Termination of Employment, Demotion, Resignation	9
ARTICLE 9 UNION/MANAGEMENT COMMITTEE	9
9.1 Joint Committee	9
9.2 Composition of Committee	10
9.3 Meetings As Required.....	10
9.4 Jurisdiction of Committee	10
9.5 Meetings Alternately Chaired	10
ARTICLE 10 GRIEVANCES	10
10.1 Time Limits.....	10
10.2 Procedure.....	10
10.3 Leave and Expenses for Grievances	11
10.4 Union Representatives	12
ARTICLE 11 ARBITRATION	12
11.1 Establishment of an Arbitration Board	12
11.2 Proceedings of an Arbitration Board	12
11.3 Award (Decision of the Arbitration Board)	13
ARTICLE 12 HOURS OF WORK.....	13
12.7 Earned Day Off (E.D.O) Effective until July 31, 2016.....	14
12.8 Requested Time Off	14
ARTICLE 13 OVERTIME	15
13.6 Time In Lieu	15

TABLE OF CONTENTS

	PAGE
ARTICLE 14 DESIGNATED HOLIDAYS	15
14.2 Falling on a Saturday or Sunday	16
14.3 Working on a Holiday	16
ARTICLE 15 VACATION LEAVE	16
15.7 Vacation Allowance for Partial Months of Service	17
15.8 Consent of Granting Authorities	17
15.9 On Retirement.....	17
15.10 Restriction of Leave	17
15.11 Exceeding the Allowance	18
15.12 Holiday during Leave	18
15.13 Carry Over of Vacation Leave	18
ARTICLE 16 SICK LEAVE AND PRESSING NECESSITY	18
16.1 Definition of:	18
16.2 Under Three (3) Months	18
16.3 Over Three (3) Months	18
16.4 Pressing Necessity.....	19
16.6 Exceeding the Allowance	20
16.7 Sick Leave and Layoff	20
ARTICLE 17 LEAVE OF ABSENCE WITHOUT PAY	21
17.2 Maternity, Paternity, Adoption Leave	21
17.3 Application of Benefits for Maternity, Paternity, Adoption Leave	21
17.4 Indefinite Leave	22
17.5 Reinstatement	22
17.6 Benefits Earned.....	23
17.7 Union Business	23
ARTICLE 18 CLASSIFICATION AND PAY	25
18.2 Pay Periods.....	25
18.3 Increments	25
18.4 Severance Pay.....	26
18.5 Hiring Rates	26
18.6 Promotion.....	27
18.7 Transfer.....	27
18.8 Demotion.....	27
18.9 Temporary Performance of Higher Position Duties	27
ARTICLE 19 TRAVEL AND ALLOWANCES	27
19.1 On District Business Within the Province	27
ARTICLE 20 EMPLOYEE BENEFITS/WORKERS' COMPENSATION	28
20.3 Employee Status and Benefits	29
20.4 Workers' Compensation Rehabilitation Committee	29

TABLE OF CONTENTS

	PAGE
ARTICLE 21 OCCUPATIONAL SAFETY AND HEALTH	30
21.1 Occupational Health and Safety Committee	30
21.2 Occupational Health and Safety Training.....	30
21.3 Right to Refuse	30
ARTICLE 22 MISCELLANEOUS	31
22.1 No Discrimination	31
22.2 Group Life Insurance.....	31
22.3 Tool Allowance	31
22.4 Boot Allowance	31
22.5 Extended Health Benefits.....	31
22.6 Pension Plan	32
ARTICLE 23 TERM OF AGREEMENT	32
APPENDIX A - RATES OF PAY.....	33
LETTER OF UNDERSTANDING #1	34
LETTER OF UNDERSTANDING #2	35
SIGNING PAGE	36

ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 1st day of November, 2016.

between

SOUTH SASKATCHEWAN RIVER IRRIGATION DISTRICT NO. 1, 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

PREAMBLE/PURPOSE

- a) To maintain and improve harmonious relations between the Employer and members of the Union.
- b) To promote co-operation and understanding between the Employer and the employees.
- c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages.
- d) To encourage efficiency and safety in operations.
- e) To provide a high quality of service to the public.
- f) To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.

NOWHEREFORE, This Agreement Witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 Administrator means the Administrator of the South Saskatchewan River Irrigation District No. 1, Inc.
- 1.2 Days Worked shall mean all accumulated days for which an employee is in receipt of a full day's pay.
- 1.3 Demotion is defined as the movement of an employee from a position to another with a salary range having a lower maximum.
- 1.4 District means the Board of Directors or its designated representatives of the South Saskatchewan River Irrigation District No. 1, Inc.
- 1.5 Employee or Employees means a person to which the terms of this Agreement apply as in Article 2.
- 1.6 Employer means the Board of Directors or its designated representatives of the South Saskatchewan River Irrigation District No. 1, Inc.
- 1.7 Manager means the Manager of South Saskatchewan River Irrigation District No. 1, Inc.
- 1.8 Masculine, Feminine or Plural terms may apply wherever the masculine gender is used in this Agreement, it shall be considered as if the feminine gender has been used and whenever the singular term is used in this Agreement it shall be considered as if the plural has been used where the context of the clause so requires or vice versa.
- 1.9 Permanent Employee means an employee who has successfully completed the required probationary period stipulated on initial employment.
- 1.10 Probationary Employee means one who has not yet completed a probationary period on initial appointment.
- 1.11 Promotion means the movement of an employee from a position to another with a salary range having a higher maximum.
- 1.12 Transfer means the movement of an employee from one (1) position to another with a salary range having the same maximum.
- 1.13 Union means the Saskatchewan Government and General Employees' Union representing the employees of the South Saskatchewan River Irrigation District No. 1, Inc.

ARTICLE 2 SCOPE

- 2.1 This Agreement shall apply to all employees of the South Saskatchewan River Irrigation District No. 1, Inc. except:
- 2.2 District Manager, Manager of Operations, and Administrator

ARTICLE 3 UNION SECURITY

3.1 Union Recognition

The District agrees to recognize the Union as the sole collective bargaining agency 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 the conditions of employment, rates of pay and hours of work.

- 3.2 The District agrees to acquaint new employees upon employment, with the fact that a Union Agreement is in effect, and direct the person to the local Union representative.

3.3 Maintenance of Membership

- 3.3.1 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate Bargaining Unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- 3.3.2 Notwithstanding any other provision in the above clauses of this Agreement, an employee who has become a Union member by meeting the eligibility requirements, shall, in respect of any subsequent periods of employment which are uninterrupted by resignation, dismissal or an interval of non employment of greater than one hundred and eighty (180) calendar days, continue to maintain membership in the Union without serving an additional eligibility period, provided however that there shall be an onus on the employee to establish that he holds current membership. Until such onus is met, or the provisions of the Scope Article are met, the employee shall be regarded as excluded from the scope of this Agreement.

3.4 **Deduction and Remittance of Union Dues (Check Off)**

3.4.1 On signed authorization by an employee, the District shall deduct, on behalf of the Union, all initiation dues, assessment, or levies, uniformly required, from the pay cheque of each employee, each month, who as a condition of employment is required to submit such initiation dues, assessments, or levies. The District shall remit to the Secretary Treasurer of SGEU prior to the 20th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications, amount earned, amount of dues, initiation fees or levies, and addresses of employees from whose wages the deductions have been made. Such list may be transferred electronically by the District to the Union.

3.4.2 Written notice of a change in the amount of the monthly dues must be given to the District by the Union at least ten (10) calendar days in advance of the date that the change is to be effective.

3.4.3 A monthly statement shall also be forward to the Union showing the names of all new employees covered by this Agreement hired during the month, the date they were employed and the name of all employees covered by this Agreement who have left the employ of the District during the month and the date of severance.

3.4.4 At the time Income Tax (T 4) slips are made available, the District shall indicate the amount of Union dues paid by each Union member.

3.4.5 An employee covered by this Agreement who is temporarily filling an out of scope position shall continue to have Union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement.

3.4.6 **Representation**

Employees shall have the right to the assistance of a Union representative(s) during discussions related to disputes, grievances, or negotiations. Such representative(s) shall have access to the District's premises in order to investigate and assist in the settlement of a grievance(s).

3.4.7 The Employer shall allow the Union to post notices and information of interest to the employees. The Union agrees not to post material defamatory to the Employer. Notices shall be posted on bulletin boards only.

3.5 **Job Security**

3.5.1 The Employer and the Union recognize the need for employee job security. The following item addresses those concerns:

The Employer agrees that the full-time positions (excludes part-time Area Supervisor) of the present staff, covered under the SGEU Agreement, shall not be contracted out. The Employer retains the right to contract for services of outside sources for all other District activities.

ARTICLE 4 SENIORITY

- 4.1 An employee shall be given seniority, upon completion of the initial probation period, for all service with the Employer that is unbroken as described in Article 4.02 following.
- 4.2 Seniority shall be broken by reason of the following:
- a) Dismissal for just cause.
 - b) Voluntary resignation.
 - c) Continuous layoff for a period in excess of two (2) years.
 - d) Failure to report for work within five (5) days after recall from layoff unless for good and sufficient reason.
 - e) Failure to report for work at the end of a leave of absence unless for good and sufficient reason.
- 4.3 Seniority roster shall be prepared **not less than once annually (e.g. January 1st)** and posted and a copy given to the Union. The seniority roster shall show the following:
- a) The date upon which the employee last entered the service of the Employer.
 - b) Accumulation total of the equivalent of full days worked (days worked shall include: regular hours worked, authorized leaves of absence with pay, authorized leaves of absence without pay under one (1) month and Union leave).
 - c) The roster shall be open to challenge from the date of posting and correction made upon proof that an error exists.
- 4.4 Employees, including those on seasonal layoff who, prior to January 1, 1983, were employed under the terms of Section 4, Part 6 of the Collective Agreement between the Government of Saskatchewan and the Saskatchewan Government and General Employees' Union shall bring with them, to this Collective Agreement, all prior continuous service and seniority with the Government of Saskatchewan.

4.5 **Seniority on Out of Scope Temporary Performance of Higher Duties**

4.5.1 Notwithstanding Article 4.01, an employee within the scope of this Agreement, who is appointed to an out of scope position on T.P.H.D., shall count that time as seniority.

4.6 **Return to Scope from Out of Scope**

Upon return to an in scope position, an employee shall have all previous in scope seniority restored.

ARTICLE 5 JOB VACANCIES AND POSTING

5.1 When a vacant position is to be filled and after the recall provisions in Article 7 have been met, the position shall be posted for all employees for a period of fourteen (14) days. The District shall mail a copy of the posting to the Saskatoon Union Office and to all employees who are laid off. If no employee qualifies or applies, then the position will be advertised to the public.

5.2 Where one (1) or more employees apply, then the qualified employee with the most seniority shall be appointed to the position on a probationary basis.

5.3 The Union may have an observer at all employment assessments and/or interviews for which employees are being interviewed and/or assessed.

5.4 Within seven (7) calendar days of the appointment to the vacancy, the District shall notify the Union and any applicants within the Bargaining Unit, the name of the successful applicant.

5.5 The information on the posting shall include the following:

- a) Name of position.
- b) Summary of the duties.
- c) Qualifications required.
- d) Salary range.
- e) Employment status.
- f) Closing date for applications.

5.6 The minimum qualification necessary for any applicant shall be based on the qualification requirements as set out in the class specification.

ARTICLE 6 PROBATION

Upon initial employment at the beginning of a season, the probationary period for all jobs shall be seven point five (7.5) months in duration, or one complete season, whichever is less.

Upon commencing employment the employee will be advised of work expectations. Prior to extending an employee's probation the employee will be advised of areas of concern and given a chance to improve.

- 6.1 A permanent employee who fails probation or requests, during probation, to revert to his former position, shall be able to revert to his former position.

ARTICLE 7 LAYOFF AND RECALL

7.1 Permanent Layoff and Re employment

- 7.1.1 When there is a need to lay off an employee, other than a seasonal layoff, he shall be given, in writing, a minimum of thirty (30) days notice (or provisions of the ***Saskatchewan Employment Act***, whichever is greater) of lay off which is of a permanent nature. The Saskatoon Union Office shall be informed at the same time.
- 7.1.2 An employee shall have the option to take layoff or to bump, and to take severance pay as outlined in Article 18.04.
- 7.1.3 Bumping shall be handled in the following manner:
- a) **An employee shall, in writing, notify the Manager of his intention to exercise his rights to bump as set out in this Article, with two (2) days after receipt of his layoff notice.**
 - b) He then can bump within his classification the employee with the least seniority provided he has more seniority.
 - c) If this fails to give him a position, he then may bump the most junior employee in a lower classification in descending order which the laid off employee is qualified to perform.
 - d) When a vacant position is to be filled and there are employees on layoff, then they shall be recalled by order of their seniority to any position they are qualified to perform before a position is posted as per Article 5.

7.2 Non Permanent Layoff and Recall

When the necessity arises to make a reduction in the working strength, employees shall be laid off and shall possess recall rights pursuant to the following provisions:

- 7.2.1 Employees shall be given one (1) week's notice, in writing, (or pay in lieu) of layoff when the period of layoff will exceed fourteen (14) consecutive days. Notice shall include a tentative recall date. Provisions of the **Saskatchewan Employment Act** shall apply where it gives greater benefits than the above.
- 7.2.2 Employees with the least seniority in the class affected in the District where the layoffs are occurring will be laid off first.
- 7.2.3 Employees laid off shall be entitled to bump employees in lower paid classifications if they have greater seniority and are qualified, provided that they give twenty four (24) hours' notice, in writing, to the designated supervisory official of their intention to bump down.
- 7.2.4 Employees shall be recalled on the basis of seniority and necessary qualifications.
- 7.2.5 Employees shall be responsible for keeping the District notified of their current addresses and the District will not be liable to grievance action where it can be shown that failure to receive notice is the fault of the employees in not notifying the District of a change in address.

ARTICLE 8 DISCIPLINE

8.1 Documentary Evidence

A copy of any document, evaluation or other information placed on any employee's file which might, at any time, be the basis for disciplinary action shall be supplied concurrently to the employee and to the Saskatoon Office of the Union. The record of an employee shall not be used at any time after two (2) years following a disciplinary action, provided that no other disciplinary action occurs within the two (2) years immediately following the original disciplinary action.

Employees shall be allowed access to their personnel file to review any documents therein pertaining to work performance and/or conduct, except references from previous employers, by making prior arrangement with the Manager or Administrator or his designate.

The Employer subscribes to the principal of progressive discipline.

8.2 Demotion, Dismissal and Resignation

For cause only.

- 8.2.1 An employee having completed probation shall not be dismissed without just cause, which shall be stated in writing in the dismissal notice.
- 8.2.2 A copy of the dismissal notice given to any employee shall be supplied, upon request by the employee, to the Union.

- 8.2.3 At any time during the initial probationary period the Manager or Administrator may terminate employment and this action is not grievable.
- 8.2.4 Any unexplained leave of absence of three (3) days or more shall be considered as job abandonment unless justification can be demonstrated.
- 8.2.5 Prior to affecting discipline the Employer agrees to advise the employee that a shop steward or Union representative may be present if an employee so desires.
- 8.3 **Notice of Termination of Employment, Demotion, Resignation**
- 8.3.1 Except in the case of dismissal for just cause, thirty (30) calendar days' notice in writing, or pay in lieu, shall be given to any employee and the Union whose services are to be terminated. Any payment shall be in addition to vacation allowance paid pursuant to Article 15. Where the ***Saskatchewan Employment Act*** provides a greater benefit it shall apply.
- 8.3.2 Except in the case of dismissal for just cause, an employee holding an initial probationary appointment in the class from which his services are to be terminated shall be given seven (7) calendar days written 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 vacation allowance paid pursuant to Article 15.
- 8.3.3 Earned vacation leave due an employee shall not be used as any part of the periods of notice.
- 8.3.4 Thirty (30) calendar days' notice or pay in lieu of 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 the notice shall be supplied concurrently to the Saskatoon Office of the Union.
- 8.3.5 For the purpose of this Article, notice in writing shall be conveyed either personally or by dispatch of a registered letter to the employee's most recent address on record.

ARTICLE 9 UNION/MANAGEMENT COMMITTEE

9.1 Joint Committee

At either party's request, a Joint Committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer.

9.2 **Composition of Committee**

The Committee shall be composed of an equal number of representatives, and there shall be at least two (2) representatives from each of the parties. The employees may request the presence of a staff representative.

9.3 **Meetings As Required**

The Committee shall meet as and when required. Upon request of either party, the Committee will meet within fourteen (14) calendar days.

9.4 **Jurisdiction of Committee**

The Committee will not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement.

9.5 **Meetings Alternately Chaired**

The meetings shall be alternately chaired by the Employer and the Union.

ARTICLE 10 GRIEVANCES

10.1 **Time Limits**

A grievance shall be deemed to have been initiated on the date a written statement of grievance is received by the Manager. A grievance to be accepted must be initiated within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction. Notwithstanding, the thirty (30) calendar day time limit shall not apply to those items included in the Agreement where the District has allegedly failed to apply a specified benefit e.g. vacation leave, sick leave, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction first occurred. The effective date of any necessary retroactive pay adjustments shall be the date on which the infraction first occurred.

10.2 **Procedure**

10.2.1 Step 1 - the grievance shall be submitted in writing by the aggrieved or by the Union on behalf of the aggrieved to the Manager or his designate who shall render his decision in writing within seven (7) calendar days of receipt. In all instances a copy of the grievance shall be submitted concurrently to the Board and to the Saskatoon Office of the Union.

10.2.2 Step 2 - if a satisfactory settlement cannot be effected by Step 1, the Union, within fourteen (14) calendar days of receipt of the decision under Step 1, may take the grievance up with the District Board or its

designate who shall render a decision in writing within fourteen (14) calendar days of receipt of the grievance at Step 2.

10.2.3 Step 3 - if a satisfactory settlement cannot be effected by Step 2, the Union, within thirty (30) calendar days after receipt of the decision under Step 2, may apply for an Arbitration Board.

10.2.4 In the event the initiator of the grievance fails to follow the time limits and procedure established in this Article, the grievance shall be deemed to be abandoned. Where the recipient of a grievance fails to respond within the time limits, the grievance shall advance to the next step.

10.2.5 With the exception of a grievance which relates to a termination of employment, access to the grievance procedure is limited to a person who, at the date of initiating the grievance, is an employee within the scope of this Agreement.

10.2.6 The time limits set out in the above may be extended by mutual agreement between the parties.

10.2.7 The time limits set out in this Article are intended to be directive rather than mandatory; notwithstanding, any delay which affects a monetary settlement the burden of proving reasonableness for the delay rests with the party causing the delay.

10.3 **Leave and Expenses for Grievances**

10.3.1 As a general policy, the parties agree that attendance in connection with the processing of grievances shall be at such times as operational requirements permit.

10.3.2 The District shall allow leave without loss of pay for up to one (1) elected Union representative for the purpose of attending a meeting and agrees to pay necessary and reasonable travel, sustenance and accommodation expenses of such representative when attending a meeting convened by the District outside their headquarters. Such expenses shall not be paid for any meeting convened at the request of the Union.

10.3.3 For meetings connected with Articles 10.02.1 or 10.02.2 leave without loss of pay to one (1) grievor and one (1) elected Union representative.

10.3.4 Arbitration Board hearings leave without loss of pay to one (1) grievor.

10.3.5 In the event an employee is called as a witness before an Arbitration Board convened under Article 11 the District shall grant leave, expenses shall be applicable as follows:

- a) if called by the District, leave without loss of pay, and expenses paid by the District;

- b) if called by the Union, leave without pay and expenses paid by the Union;
- c) if called by the Arbitration Board, the parties shall share equally the cost of leave without loss of pay and expenses.

10.4 Union Representatives

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

ARTICLE 11 ARBITRATION

11.1 Establishment of an Arbitration Board

- 11.1.1 An Arbitration Board shall consist of three (3) members appointed in the manner provided in this Article.
- 11.1.2 Within ten (10) working days of receiving the notice, the respondent shall furnish the name of its appointee to the applicant.
- 11.1.3 The two (2) appointees of the parties, within ten (10) working days of the appointment of the second (2nd) of them, shall appoint a third (3rd) member of the Arbitration Board who shall be the Chairperson thereof.
- 11.1.4 A list of chairpersons shall be established by the parties; if no agreement is reached in Article 11.01.3, selection of chairperson shall be by chance from the list.

11.2 Proceedings of an Arbitration Board

- 11.2.1 The Chairperson of the Arbitration Board shall fix the place of sittings of an Arbitration Board after consultation with the other members thereof, and he shall notify the parties as to the time and place so fixed, provided that the Arbitration Board shall meet not later than seven (7) calendar days after it has been constituted, unless by consent of both parties the date is set back.
- 11.2.2 An Arbitration Board shall, in such manner as it thinks fit, expeditiously and carefully inquire into the grievance and all matters affecting the merits and the rights of the parties to settlement thereof.
- 11.2.3 In the course of the hearings, the Arbitration Board may make such suggestions and do such things as it deems right and proper for encouraging a fair and amicable settlement of the grievance, and shall hear such representations as may be made on behalf of the parties, and shall diligently proceed to mediate between them.
- 11.2.4 An Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

- 11.2.5 An Arbitration Board may accept, admit and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.
- 11.2.6 Any party to a reference to an Arbitration Board may be represented before the Arbitration Board by two (2) or fewer than two (2) persons designated by the parties respectively for the purpose, provided that every party appearing by a representative shall be bound by the acts of such representatives.
- 11.2.7 The expenses of the Chairperson of the Arbitration Board and any other common expenses for such items as hall rental, transcripts, shall be shared equally by both parties.
- 11.3 **Award (Decision of the Arbitration Board)**
- 11.3.1 The Arbitration Board, established under Article 11.01, shall not have the authority to add to, subtract from or amend any of the provisions of this Agreement.
- 11.3.2 Subject to Article 11.03.1 above, an Arbitration board shall have the power to dispose of any grievance involving dismissal or disciplinary action in the following manner:
- a) by denying the grievance in total;
 - b) by allowing the grievance in total;
 - c) by directing a compromise settlement which it deems just and equitable.
- 11.3.3 The decision of the majority of the members of an Arbitration Board, or, where there is no majority decision, the decision of the Chairperson, shall be the decision of the Arbitration Board.
- 11.3.4 The Award of the Arbitration Board shall be rendered in writing within fourteen (14) calendar days of the close of the hearings and shall be final and binding on both parties. Copies of the report of the Arbitration Board shall be supplied concurrently to the District Board and the Executive Director of Operations of the Union.

ARTICLE 12 HOURS OF WORK

- 12.1 Normal working days: Monday to Friday for the period October 1st to April 30th.
- 12.2 Daily hours of work: eight (8) hours.
- 12.3 Normal working hours: **7:00** a.m. to **3:30** p.m., or **such other regular hours as may be set by the Employer at the beginning of the**

season, with a thirty (30) minute **unpaid lunch**, plus fifteen (15) minute morning and afternoon **paid** rest breaks.

12.4 Operations Staff and the Equipment Operator will work on a designated work schedule from May 1st to September 30th. Work periods range from three (3) to ten (10) days with days of rest from two (2) to five (5) consecutive days. The work schedule shall average forty (40) hours per week for the period May 1st to Oct. 1st. (The O & M Foreman may be required to work on a designated schedule to meet emergency situations).

12.5 The working hours for all Operations and Maintenance staff during the period May 1st to September 30th shall be 7:00 a.m. to 3:30 p.m. with appropriate rest breaks. Normal working hours shall be in effect for the remainder of the year. Earlier starting times for the Operations staff are at the discretion of the Operations and Maintenance Foreman and may be required to facilitate certain activities during peak periods.

12.6 Maintenance staff may at times be required to start work earlier for certain activities such as spraying for weed control. The normal work day shall be considered complete eight and one half (8 1/2) hours after the starting time.

12.7 **Earned Day Off (E.D.O) Effective until July 31, 2016**

12.7.1 Commencing on January 1, 1988 all positions shall be eligible for earned days off; such days shall be accumulated at the rate of one point four two (1.42) days per month for the equivalent of a full month to a maximum of seventeen (17) days per year.

12.7.2 E.D.O.'s are not scheduled but may be taken off at the mutual convenience of the employee and the Manager. Where the situation warrants, the Manager may schedule E.D.O.'s or pay out at the rate of time and one half (1 1/2). A maximum of four (4) E.D.O.'s in addition to those earned up to the request date may be approved.

12.7.3 A maximum of five (5) E.D.O.'s may be carried over to the next fiscal year with provision that they be used up by December 31st. Carry overs will only be allowed if they cannot be scheduled prior to layoff.

12.7.4 By December 1st of each year the Manager or Administrator shall meet with the employees and arrange for the usage of remaining time in lieu, E.D.O.'s and vacation leave.

12.8 **Requested Time Off**

In effect August 1, 2016 replacing Earned Day Off (E.D.O)

12.8.1 **Effective August 1, 2016 employees who desire time off work to attend to personal or farming matters shall first request the time off**

work from a manager. Provided the requested absence does not unduly interfere with the operational needs of the employer, the time off request will be granted.

ARTICLE 13 OVERTIME

- 13.1 Overtime shall be calculated at time plus one half (1 1/2) for all hours worked in excess of eight (8) hours each day.
- 13.2 Overtime shall be calculated at double (2) time for all authorized hours worked on a day of rest.
- 13.3 Employees required to work on a designated holiday shall receive a day off with pay in lieu; in addition he shall receive one and one-half (1 ½) times his rate for each hour worked.
- 13.4 An employee called back to work overtime shall receive a minimum of two (2) hours at the appropriate overtime rate.
- 13.5 Callbacks are considered emergency situations only and any arrangements made for services between the employee and the farmers for the performance of duties after normal working hours shall be considered overtime unless equivalent time off was taken during the day.
- 13.6 **Time In Lieu**
- 13.6.1 All overtime shall be paid as time in lieu at the appropriate rate. Exceptions shall be seasonal staff in situations where it would not be practical to give them time off. Should this situation occur overtime would be paid out with their final pay cheque.
- 13.6.2 All time in lieu shall be banked and used at the mutual convenience of the employee and the Manager or Administrator prior to March 1st of the next fiscal year. Where the situation warrants, the Manager or Administrator will schedule time in lieu off or pay out.

ARTICLE 14 DESIGNATED HOLIDAYS

- 14.1 Leave of absence with pay shall be allowed for 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 contract year to be designated annually.
- The date of the additional holiday shall be decided by each employee in mutual agreement with the Manager or Administrator.

14.2 **Falling on a Saturday or Sunday**

14.2.1 For employees whose regular weekly days off are Saturday and Sunday, the following rules of transfer of holidays shall apply when a holiday falls on such day(s) of rest.

- a) When any of the above holidays fall on a Sunday, the following Monday shall be deemed to be a holiday in lieu thereof.
- b) When any of the above holidays fall on a Saturday, the Manager or Administrator shall designate another working day, either the preceding Friday or the following Monday, to be observed as the holiday in lieu thereof.
- c) When either Christmas Day or Boxing Day falls on a Saturday or Sunday, the Manager or Administrator shall designate another working day(s) to be observed as the holiday or holidays in lieu thereof.

14.3 **Working on a Holiday**

14.3.1 An employee who is required to work on a holiday shall be entitled to a day off with pay in lieu, in addition, he shall receive one and one half (1 1/2) times his regular rate for each hour worked.

14.3.2 Time off in lieu or payment for part of a day shall be at one and one half (1 1/2) times the hours worked.

14.3.3 An employee who is required to work beyond eight (8) hours on a designated holiday shall receive time in lieu at the rate of two and one half (2 1/2) times his regular rate for each hour in excess of each hour so worked.

ARTICLE 15 VACATION LEAVE

Employees shall earn vacation leave without pay and a corresponding vacation allowance at the appropriate rate. Therefore, all vacation and vacation allowances shall be earned and granted to an employee on the following basis:

15.1 From the date of initial employment an amount equal to six (6) percent of his gross wages and three (3) weeks' vacation leave without pay or to the extent earned.

15.2 An employee in the fiscal year in which he completes his seventh (7th) year of service shall be entitled to an amount equal to eight (8) percent of his gross wages and four (4) weeks leave without pay or to the extent earned.

- 15.3 An employee in the fiscal year in which he completes his seventeenth (17th) year of service shall be entitled to an amount equal to ten (10) percent of his gross wages and five (5) weeks leave without pay or to the extent earned.
- 15.4 An employee in the fiscal year in which he completes his twenty-seventh (27th) year of service shall be entitled to an amount equal to twelve (12) percent of his gross wages and six (6) weeks leave without pay or to the extent earned.
- 15.5 For administrative purposes, to facilitate the payment of vacation pay salary, the percentages will be as follows:
- | | | |
|--------|---|-----------------------|
| 6.36% | - | Fifteen (15) days |
| 8.64% | - | Twenty (20) days |
| 11.0% | - | Twenty-five (25) days |
| 13.44% | - | Thirty (30) days |
- An employee shall not earn vacation leave with pay during any period for which he receives vacation pay under this section.
- 15.6 Service with the Government of Saskatchewan, or any Board, Commission, Authorities or Crown Corporation will be included as service for the calculation of vacation leave and vacation allowance entitlement.
- 15.7 **Vacation Allowance for Partial Months of Service**
- Vacation allowance for partial months of service will be paid at the appropriate rate. (Six (6), eight (8), ten (10), twelve (12) percent).
- 15.8 **Consent of Granting Authorities**
- All vacation leave, before being taken, must be approved by the Manager or Administrator.
- 15.9 **On Retirement**
- Employees leaving the District on or after age sixty five (65), or at any time following the completion of thirty five (35) year's service shall be entitled in the fiscal year of retirement to three (3), four (4), five (5) or six (6) weeks' vacation leave without pay and vacation allowance in lieu thereof, to the extent earned in the previous calendar year.
- 15.10 **Restriction of Leave**
- Where the Administrator finds it necessary to restrict vacation leave in whole or in part, the employee shall be entitled to take the leave at

another time. If the employee had entered into financial commitments (e.g. - deposit on travel arrangements) in connection with vacation leave which had been approved and then restricted, and is unable to cancel such commitment without charge, he shall be reimbursed to the extent of his financial loss. Such reimbursement shall be dependent upon submission of documentary evidence, satisfactory to the District in respect of the disbursement and its non recoverability or non transferability.

15.11 Exceeding the Allowance

An employee leaving the District who has been paid more vacation allowance than is due him shall have such overpayment deducted from any monies owing him by the District calculated on the basis of salary in effect at the date of termination.

15.12 Holiday during Leave

When any designated holiday falls within an employee's annual vacation leave without pay, it shall not be counted as a vacation day.

15.13 Carry Over of Vacation Leave

A maximum of twenty (20) days vacation leave without pay may be carried over from one (1) fiscal year to the next with the provision that the leave carried over must be used up by December 31st.

ARTICLE 16 SICK LEAVE AND PRESSING NECESSITY

16.1 Definition of:

16.1.1 Sickness shall include sickness within the usual meaning of the term and shall include injury other than accidental injury arising out of and in the course of employment with the District.

16.2 Under Three (3) Months

Probationary employees with less than three (3) months' service shall be allowed one (1) week's sick leave.

16.3 Over Three (3) Months

16.3.1 Employees with three (3) or more month's continuous service shall, at the beginning of a fiscal year, be credited with fifteen (15) working days sick leave. Such leave shall be earned on the basis of one and one quarter (1 1/4) days for each completed calendar month of service. For periods of less than one (1) full calendar month, the amount earned shall be calculated using the following formula: Regular hours worked times point zero five seven seven (.0577) earned hours of sick leave

credit. Any unused days of the foregoing amounts shall be accumulated from year to year.

16.3.2 **Effective January 1, 2017** employees shall be entitled to draw on their accumulation to a maximum of **one hundred and sixty (160)** consecutive working days. **The parties agree to meet and discuss any personal circumstances involving an employee, before the end of 2017, where the change has negatively impacted an employee.**

16.3.3 **Effective January 1, 2018** employees shall be entitled to draw on their accumulation to a maximum of **one hundred and twenty (120)** consecutive working days to reflect the maximum period of time before long term disability benefits become available, unless otherwise mutually agreed upon by both parties.

16.3.4 Employees, including those on seasonal lay off, who, prior to January 1st, 1983, were employed under the terms of Section 4, Part 6 of the Collective Agreement between the Government of Saskatchewan and the Saskatchewan Government and General Employees' Union shall bring with them to this Collective Agreement, all prior unused sick leave credits as at December 31st, 1982.

16.4 **Pressing Necessity**

16.4.1 Leave of absence without pay shall be granted by the Manager or Administrator for reasons of pressing necessity and family responsibilities. Requests may be rejected or may be granted to an extent considered to be fair and reasonable on the basis of the particular situation encountered.

16.4.2 Leave of absence with pay, chargeable to an employee's sick leave credits may be made on the basis of pressing necessity and family responsibilities. Requests to use sick leave credits for this purpose shall be made in writing to the Manger or Administrator. Requests may be rejected or may be granted to an extent considered to be fair and reasonable on the basis of the particular situation encountered.

16.5 Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member. During the leave the employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the employee chooses to make contributions for the period of leave to the pension or benefits plan, the District will pay the District's contributions for the same period. On return from leave, employees will be placed in their former position.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave, the employee shall continue to accrue all benefits and seniority. The District may contract out the position until the employee returns to their former position.

- 16.5.1 Sickness to be Reported
- 16.5.2 Any employee absent from duty on account of sickness or other pressing necessity must inform his immediate Supervisor before the hour he is to report for duty.
- 16.5.3 The Manager or Administrator reserves the right, at any time, to call for an examination by a physician selected by the Manager or Administrator if such action is considered advisable and the District shall pay for such examination.
- 16.5.4 Management may request an employee to provide a medical certificate verifying that the employee was unfit to work after the employee has been on sick leave for more than three (3) working days. This certificate should include a proposed return to work date.
- 16.5.5 Holidays designated occurring during the period when an employee is on sick leave shall not be charged against the employee's sick leave credits.
- 16.6 **Exceeding the Allowance**
- An employee leaving the service who has been granted more leave for sickness and/or pressing necessity than was due him shall have deducted from any monies owing him by the District an amount calculated on the basis of the number of days over expended at the rate of salary on separation. No such deduction, however, shall be made on account of leave over expended prior to January 1st, 1983.
- 16.7 **Sick Leave and Layoff**
- 16.7.1 An employee who, on account of sickness, is unable to report for work when recalled shall be entitled to use available sick leave credits for days on which he would have been required to work.
- 16.7.2 An employee who is on sick leave when layoff occurs shall have his sick leave pay suspended. If, however, an employee is hospitalized at the date of layoff, he shall be entitled to additional sick leave pay for the period of hospitalization up to a maximum of fifteen (15) days.
- 16.7.3 Sick Leave While on Vacation:
- An employee, whose vacation leave is interrupted by illness or injury that requires confinement, shall have such period of confinement charged against available sick leave credits. The employee will be required to provide medical evidence of such confinement.

ARTICLE 17 LEAVE OF ABSENCE WITHOUT PAY

- 17.1 Providing satisfactory arrangement can be made for the performance of his work, an employee may, for valid reasons, be granted a definite leave of absence without pay by the Manager or Administrator for a period not exceeding twelve (12) months.
- 17.1.1 An employee suffering prolonged illness, verifiable by medical certificate, shall be granted definite leave of absence without pay when all sick leave credits have been expended. Such leave shall be for periods not to exceed one (1) year, and must be renewed yearly.
- 17.2 **Maternity, Paternity, Adoption Leave**
- 17.2.1 An employee who makes application for leave at least one (1) month in advance of the requested commencement date and provides the Supervisor with a medical certificate or adoption order certifying that she is pregnant or about to adopt and specifying the expected date of confinement or adoption is entitled to and shall be granted maternity or adoption leave without pay consisting of:
- 17.2.2 A period of up to twelve (12) months in any combination before, or after the birth of the child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required, an extension of up to twelve (12) additional months shall be allowed. Leave in the event of the adoption of a child shall cover a period of up to twelve (12) months following the date of adoption. Requests for such leave shall be made in advance of the commencement date, except unavoidable circumstances.
- 17.2.3 **Paternity Leave**
- In the event of the birth or adoption of a child, an employee shall be entitled to a maximum of twelve (12) months paternity leave without pay. Requests for such leave shall be made one (1) month in advance of the requested date of commencement. The leave may be taken in any combination before or after the birth or adoption of the child. Fifteen (15) calendar days' notice shall be given by an employee who intends to return to work prior to the expiration of the leave.
- 17.3 **Application of Benefits for Maternity, Paternity, Adoption Leave**
- 17.3.1 The Employer shall not dismiss or layoff an employee because of pregnancy or adoption, or because an employee has applied for leave in accordance with the above.
- 17.3.2 While on the above leave, an employee shall retain full employment status and accumulate all benefits under this Collective Agreement and the employee shall continue to accrue seniority during the period in which she would have normally been employed.

- 17.3.3 Subject to the qualifying provisions of the Benefits Plans, an employee on leave under this Section may elect to maintain pension and insurance benefits for the period in which she would normally have been employed, by paying her share of the premium. Upon payment by the employee of contributions, the Employer will contribute as per the plan requirement(s).
- 17.3.4 When an employee elects a return to work prior to the expiration of leave granted under this Article, at least fifteen (15) days notice, in writing, shall be provided to the Employer. Upon return, the employee shall be placed in her former position, or an equivalent position.
- 17.3.5 In the event of medical complications arising out of pregnancy such that the employee is unable to return to work at the expiry of the approved leave of absence, the employee will receive payment or normal salary from accumulated sick leave credits in accordance with Article 16.
- 17.4 **Indefinite Leave**
- a) Permanent employees may, for valid reasons, be granted indefinite leave of absence without pay upon the recommendation of the Manager or Administrator and with the approval of the Board.
 - b) Such indefinite leave of absence shall be subject to review at the end of each completed year.
 - c) Employees on indefinite leave of absence shall be required to apply for extensions annually giving proof that original conditions, under which the leave was granted, still prevail.
- 17.5 **Reinstatement**
- 17.5.1 **From Definite Leave**
- a) A permanent employee, granted leave of absence without pay of not longer than one (1) year, shall be reinstated in the position in which he was employed prior to going on leave.
 - b) However, should his position no longer exist, he shall be subject to the layoff provisions applicable had he been occupying the position at the time of the layoff.
 - c) An employee on initial probation who, because of illness or non compensable injury, has been on leave of absence without pay for three (3) months or more, shall be separated from his employment but may, upon written request, have his name placed on the re employment list.

17.5.2

From Indefinite Leave

- a) Employees granted indefinite leave of absence without pay shall, upon the conclusion of the leave, be eligible for re employment to a vacancy which is to be filled.

17.6

Benefits Earned

- a) While on leave of absence without pay, employees shall be entitled to the benefits of this Agreement as follows:
- b) For the first thirty (30) consecutive calendar days or less, employees shall be entitled to earn all benefits excepting designated holidays.
- c) For the next sixty (60) consecutive calendar days sick leave, seniority and increment benefits only.
- d) For leave in excess of ninety (90) consecutive calendar days, employees shall not be entitled to any of the above benefits.
- e) The benefits provided until Article 17.06 shall apply only if an employee returns to work at the expiry of his leave unless otherwise determined by the District.
- f) In the event an employee on approved leave of absence is placed on seasonal layoff, the leave and earning of benefits shall be suspended until such time as the employee is recalled, at which time the leave and earnings, if applicable, shall recommence.
- g) An employee while on definite leave of absence shall continue to earn seniority for the period of the leave subject to the normal layoff for his position **to a maximum of one (1) year**.

17.7

Union Business

17.7.1

The Employer agrees that employees will periodically require leave of absence for Union business. The Union agrees that requests for leave of absence for Union business shall be made giving reasonable notice. Definite leave of absence with pay shall be granted subject to reimbursement in accordance with Article 17.07.2 to attend to Union business provided that:

- a) The employee is authorized by the Union, in writing, to request such leave.
- b) The employee requests, in writing, leave for Union business as authorized by the Union.

- c) The request for Union leave is made on such form or forms as agreed by the parties from time to time.
- d) It shall not unreasonably interfere with the operation of the Employer and it shall not be unreasonably withheld.

17.7.2

The following provisions shall apply to definite leaves of absence with pay granted under Article 17.07.1.

- a) The Employer will continue to provide the regular earnings and make all normal deductions during such leave covered by Article 17.07.1. Employees shall continue to accumulate and be entitled to access all benefits and seniority rights under the Agreement during such leave, subject to the normal rules of usage.
- b) Approved leave shall be granted to a maximum of the normal daily hours of work described in this Agreement for such employee, reduced by any hours actually worked on that day.
- c) SGEU will reimburse the Employer for the full cost of such earnings and in addition, the Employer's cost of benefits as follows:
 - i) For the first thirty (30) consecutive calendar days or less:
 - Designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday).
 - ii) For the next sixty (60) consecutive calendar days or less:
 - Designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday).
 - Unemployment Insurance.
 - Canada Pension Plan.
 - Vacation Leave.
 - Superannuation.
 - iii) For leave in excess of ninety (90) consecutive calendar days:
 - Designated Holidays (where the employee is on Union business on both the working day preceding and following the designate holiday).
 - Unemployment Insurance.
 - Canada Pension Plan.
 - Vacation Leave.

- Superannuation.
- Sick Leave Accumulation.

Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice to his/her Supervisor/agency, prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures.

An employee who is elected or appointed to a full time position in any of the bodies to which the Union is affiliated or accepts a paid staff position with the Union, may be granted definite or indefinite leave without pay in accordance with Article 17.04 or 17.05 whichever is applicable. During such leave, the application of benefits shall be in accordance with Article 17.06, excepting that an employee shall continue to earn seniority under this Agreement for a period of up to two (2) years.

ARTICLE 18 CLASSIFICATION AND PAY

18.1 Classification of employees shall be as in Appendix "A" with the attached rates of pay.

18.1.1 New classifications may be implemented by Management. The rate of pay will be negotiated with the Union. If there is no agreement, a rate of pay may be assigned by Management and the Union may proceed to arbitration on the issue of pay.

18.2 Pay Periods

18.2.1 **Employees shall be paid twice monthly, on or before the 15th and the 30th of each month. In the event that the Employer wishes to change its pay periods to a more frequent payroll cycle, it shall provide the employees and the Union with not less than one months' notice of the upcoming change. Adjustments relating to leave without pay, which occur after a payroll cut-off has passed, shall be made on the next regular pay.**

18.2.2 Every employee shall receive a statement attached to each cheque, showing the gross amount earned, itemized deductions and net amount payable, number of hours worked toward increments till the top of the scale is reached, banked hours and earned days off (E.D.O.'s).

18.3 Increments

18.3.1 An employee shall be entitled annually to an increment within his pay range, as determined below, except that the District Board may withhold the increment on the basis of unsatisfactory performance. The District Board shall notify the employee and the Saskatoon Union Office in writing of such action prior to the increment date and give reasons therefore.

- 18.3.2 If the employee is not served with such notice prior to the increment date, he will be deemed to have earned the increment. An employee may grieve against the withholding of his increment and the onus of proving that the increment may be withheld shall rest on Management.
- 18.3.3 Service dates for increment purposes shall date from the first (1st) of the month in which an employee is hired.
- 18.3.4 An employee shall be entitled to the six (6) month rate after six (6) months of employment or one hundred (100) days worked, whichever comes later. An employee shall be entitled to the eighteen (18) month rate after eighteen (18) months of employment or three hundred (300) days, whichever comes first.
- 18.3.5 When an employee is on leave of absence without pay of less than ninety (90) days, he shall receive no deduction of service credits as far as increments are concerned. However, if the leave is greater than ninety (90) calendar days, the period after ninety (90) calendar days shall be deducted from service credits for increment purposes. When the leave is under the District sponsored educational program or for illness covered by the Workers' Compensation Act, there shall be no deduction of service for increment purposes.
- 18.4 **Severance Pay**
- 18.4.1 An employee, in addition to Article 7.01.1, shall be entitled to severance pay on the following basis:
- If he has been permanently laid off and:
- a) he elects to resign at anytime during the procedure outlined in Article 7.
 - b) he elects to retire on immediate pension.
 - c) he has been on continuous lay-off for two (2) years.
- Severance pay shall be in the amount of one (1) week's pay for each year of actual service or portion thereof with the Employer. Time spent on layoff shall not count as service subject to Article 4.04. Pay will be calculated on the basis of the employee's rate of pay at the time of layoff.
- 18.5 **Hiring Rates**
- The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Appendix "A", except where there is agreement between the Employer and the Union to hire above the minimum.

18.6

Promotion

On promotion of an employee, his rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than an eight (8) percent increase. In such a case, his rate shall be adjusted to the next higher step in the pay range which would yield at least eight (8) percent. In no case shall the maximum of the range be exceeded.

18.7

Transfer

The assigned pay rate in the new class shall be the same as in the former. There shall be no change in increment date.

18.8

Demotion

The assigned pay rate shall be the same rate as in the former class or the next lower rate if the rate in the former class is above the maximum of the new class. There shall be no change of increment date.

18.9

Temporary Performance of Higher Position Duties

18.9.1

Substitution occurs only by assignment and neither employees nor supervisors should assume it takes place without assignment. Where an employee is required by formal assignment to perform the duties of a higher paid position, the rate of pay shall be adjusted on the basis of the promotion formula outlined in Article 18.06.

18.9.2

Remuneration shall be payable under this subsection for all time worked.

18.9.3

Periods of temporary substitution shall not produce any change in increment dates and shall count for increment purposes. The rate in the higher class shall be adjusted based on increments in the lower range.

ARTICLE 19

TRAVEL AND ALLOWANCES

19.1

On District Business Within the Province

When accommodation and/or meals are not provided by the District, employees shall be allowed expenses on the following basis when away from the District on authorized District business:

Hotel Accommodation - actual and reasonable charges supported by a receipt. An amount of twenty-five (25) dollars per night (no receipt necessary) will be paid for accommodation in private residence or private trailers.

Meals:

Per diem allowance \$41.00 plus G.S.T.

For partial days:

Breakfast \$ 9.00

Dinner \$14.00

Supper \$18.00

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

For Use of Privately Owned Vehicles on District Business

Employees who are required to use a vehicle on a continuing basis for District business and are authorized to use a privately owned vehicle for such business shall be paid a mileage allowance as follows:

Kilometres: 52.00 cents per kilometre

ARTICLE 20 EMPLOYEE BENEFITS/WORKERS' COMPENSATION

20.1 When an employee is injured in the performance of his duties, or incurs an industrial illness, and the accident or illness is compensable under the provisions of The Workers' Compensation Act, 1979, the following provisions shall apply:

20.2 Subject to the proviso that the total compensation received by an employee shall not exceed normal earnings, employees shall be compensated on the following basis:

- a) From and including the day of injury until not more than **six (6) months** from the date of injury, any benefits payable from Workers' Compensation shall be paid directly to the Employer and the Employer shall pay the employee the difference between the employee's normal earnings and the benefit payable from Workers' Compensation, in accordance with normal pay periods;
- b) After **six (6) months** from the date of injury to not more than **one (1) year** from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive any benefits payable from Workers' Compensation and the Employer shall pay to the employee the difference between the employee's normal earnings and the benefit payable from Workers' Compensation, in accordance with normal pay periods. The difference between the employee's normal earnings and the

benefit payable from Workers' Compensation will be charged against the employee's available sick leave credits.

- c) Notwithstanding (a) and (b) above, the Employer shall not make any payments to an employee during the period of non-permanent (seasonable) layoff. If the injury is still compensable the Employer shall arrange for the WCB benefit to be paid directly to the employee.
- d) After **one (1) year** from the date of the injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive payments only as provided by the Workers' Compensation Board.
- e) Pending receipt of payments from the Workers' Compensation Board, an employee shall receive his normal earnings, less income tax deductions, provided, however, that the Employer, in its discretion, may limit such earnings to the amount of an employee's accumulated sick leave benefits as at the commencement of his disability. Proof of disability will be required before such payments are made.

20.3 **Employee Status and Benefits**

20.3.1 From and including the day the injury occurs until not more than two (2) years from the date of injury or the employee's sick leave credits are exhausted, whichever occurs first, the employee shall be deemed to be an active employee and earn all benefits. Notwithstanding, the employee shall not earn any benefits during the period of non permanent (seasonal) layoff.

For the period beyond two (2) years after the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive an indefinite leave of absence.

20.4 **Workers' Compensation Rehabilitation Committee**

20.4.1 If an employee incurs a disability (arising from a compensable injury on the job) which prevents resumption of work in the occupation held prior to the injury and such employee is capable of carrying out other duties, the Employer and the Union may mutually arrange the establishment of such an employee in a position suitable to the circumstances, having at all times in mind the obligations of the Employer and the Union to all other employees in the Public Service.

20.4.2 A permanent joint committee of representatives of the Employer and the Union shall be formed to deal with such cases and shall be known as the "Rehabilitation Committee".

ARTICLE 21 OCCUPATIONAL SAFETY AND HEALTH

21.1 Occupational Health and Safety Committee

21.1.1 A Joint Committee, known as the Occupational Health and Safety Committee, shall be established.

21.1.2 The Committee shall be composed of an equal number of representatives. There shall be at least two (2) representatives from each of the parties. The employee may request the assistance of a Union staff representative.

21.1.3 The Committee shall meet as required, but at least twice (2) per year. The Committee shall receive, consider and recommend solutions respecting health and safety concerns at the workplace. Members shall be given reasonable opportunity during regular work hours to deal with such concerns. The Employer shall consider time spent by Committee members as hours worked.

21.1.4 Minutes of each Committee meeting shall be recorded, and shall be kept in a Manual, available for inspection by any worker. Copies of Committee minutes shall be sent to the Occupational Health and Safety Branch of the Department of Labour.

21.1.5 The Committee shall conduct workplace inspections at regular intervals and notify the Employer, in writing, of any unsafe conditions. The Employer shall undertake suitable corrective measures and will report to the Committee any action taken.

21.2 Occupational Health and Safety Training

21.2.1 All Committee members may be allowed up to five (5) days leave with pay plus expenses to attend occupational health and safety training courses or seminars. The Committee shall regularly consult the Occupational Health and Safety Branch of the Department of Labour for information with regard to training courses.

21.3 Right to Refuse

21.3.1 Every employee has the right to refuse work which he feels is dangerous, provided that prior to such refusal he has informed his Supervisor and a Committee member.

21.3.2 The Committee shall promptly investigate each refusal and, if it is able, make a decision on whether such refusal was warranted. The Committee shall make a written report of the incident to the Employer.

21.3.3 The Employer shall not reassign disputed work to any worker until the Committee has concluded that the work is safe.

- 21.3.4 If the Employer takes disciplinary action against any worker, such action shall be considered discriminatory unless the Employer can show just cause. A temporary transfer to other duties with no loss of pay or benefits will not be considered discriminatory.

ARTICLE 22 MISCELLANEOUS

22.1 No Discrimination

The District agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, family relationships, nor by reason of membership or activity in the Union.

22.2 Group Life Insurance

The Employer is a participating Employer in the Public Service Group Life Insurance Plan on behalf of all eligible employees, as determined by the terms of the Plan. The Employer agrees that its share in the costs of the plan, inclusive of any U.I.C. rebate that would otherwise be payable to the employee, will be the first twenty-five thousand (25,000.00) dollars of insurance for each covered employee.

22.3 Tool Allowance

The Maintenance Foreman, after one (1) year actual service, will receive an annual tool allowance of one hundred (100) dollars, payable on March 1st of each year. If the Maintenance Foreman has less than one (1) year of actual service, the tool allowance will be paid on a pro-rata basis.

22.4 Boot Allowance

Upon providing receipts, all employees shall receive up to a one hundred seventy-five dollars (\$175.00), or the amount of the receipt, whichever is less, as an annual boot allowance for boots which are CSA approved.

22.5 Extended Health Benefits

Upon providing receipts, all employees shall receive up to one thousand two hundred dollars (\$1200.00) on an annual basis, or the amount of the receipt, whichever is less for eligible medical expenses. Eligible medical expenses include: health plan premiums, prescription, chiropractic, massage and other similar expenses normally covered by extended medical plans.

22.6

Pension Plan

The employees shall participate in the Public Employees' Pension Plan (PEPP). The Employer will match employee contributions of seven percent (7%) of total wages.

ARTICLE 23 TERM OF AGREEMENT

23.1

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and in effect from and after January 1, **2016** up to and including December 31, **2018** and from year to year thereafter unless notification of desire to amend or terminate be given in writing.

23.2

Open Period

Either party may, not less than **sixty (60)** days nor more than **one-hundred twenty (120)** days before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

APPENDIX A - RATES OF PAY
South Saskatchewan River Irrigation District No. 1 Inc.
Pay Schedule January 1, 2016 (3.5%)

Monthly Salary Range

	Starting Rate	6 Month Rate	18 Month Rate
O & M Foreman	4793	4982	5429
Area Supervisor	4271	4415	4561
Equipment Operator	4121	4269	4411

Pay Schedule January 1, 2017 (3%)

	Starting Rate	6 Month Rate	18 Month Rate
O & M Foreman	4937	5132	5591
Area Supervisor	4400	4548	4698
Equipment Operator	4245	4397	4544

Pay Schedule January 1, 2018 (2%)

	Starting Rate	6 Month Rate	18 Month Rate
O & M Foreman	5036	5235	5703
Area Supervisor	4488	4639	4792
Equipment Operator	4330	4485	4634

November 1, 2016 \$1000.00 lump sum payment to each employee

November 1, 2017 \$250.00 lump sum payment to each employee

LETTER OF UNDERSTANDING #1

Between

South Saskatchewan River Irrigation District No. 1 Inc.

And

Saskatchewan Government and General Employees' Union

Between April 1st and December 31st each year all employees other than part-time employees shall receive a payment of forty dollars (\$40) per day for each normal working day when they are on layoff.

Signed on Behalf of:

Signed on Behalf of:

South Saskatchewan River
Irrigation District No.1, Inc.

Saskatchewan Government
and General Employees' Union

Original Signed this 10th day of May 2001 A.D.

Signed this day of 2014 A.D.

LETTER OF UNDERSTANDING #2

Between

South Saskatchewan River Irrigation District No. 1 Inc.

And

Saskatchewan Government and General Employees' Union

Re: Workplace Accommodation

Given the small number of employees in the bargaining unit, employee injuries or illnesses may not be possible to accommodate through the provision of modified meaningful work for affected employee. In the event that modified meaningful work is unavailable, the employee may be required to remain on disability or Workers' Compensation leave until he is medically cleared to resume the full range of required work duties, in order to protect the safety of all employees.

Signed this 25 day of October 2016.

On behalf of:

On behalf of:



South Saskatchewan River
Irrigation District No.1, Inc.



Saskatchewan Government
and General Employees' Union

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and SOUTH SASKATCHEWAN RIVER IRRIGATION DISTRICT NO. 1, 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 _____ day of _____, 2016.

Original Signed by:

In the presence of:

SOUTH SASKATCHEWAN RIVER
IRRIGATION DISTRICT NO. 1, INC.,
Represented by:

Witness

Grant Pederson, Chairman
Board of Directors

Brian Bartel, District Manager

SOUTH SASKATCHEWAN RIVER
IRRIGATION DISTRICT NO. 1, INC.
BARGAINING UNIT, Represented by:

Witness

Lyle Leverton, Chairperson

Adam Knapik, Committee Member

Craig Wagner, Committee Member

Glenn Billingsley, LRO, SGEU