

**PACIFIC
REGENERATION
TECHNOLOGIES
INC. (PRT)**

January 1, 2008 –
December 31, 2010

COLLECTIVE AGREEMENT

SGEU

COLLECTIVE AGREEMENT

between the

PACIFIC REGENERATION TECHNOLOGIES INC. (PRT)

and the

**SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)**

Effective from January 1, 2008 to December 31, 2010

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DEFINITIONS

For the purpose of this Agreement:

- (1) *"bargaining unit"* - means all employees of PRT **located at the PRT Prince Albert Nursery** engaged in forest seedling production (i.e., sowing, growing, seed extraction and processing, and packaging, **and poplar in production**);
- (2) *"basic pay"* - means the rate of pay negotiated by the Parties to this Agreement;
- (3) *"continuous service"* - means, subject to the provisions of Article 10.03, uninterrupted employment with PRT and includes all previous uninterrupted service with the Province of Saskatchewan for those employees who transferred to PRT on July 1, 1997;
- (4) *"day of rest"* - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of her position. This does not include employees on a leave of absence;
- (5) *"demotion"* - means a change from an employee's position to one with a lower maximum salary except if the change occurs as a result of bumping pursuant to Article 12;
- (6) (a) *"employee"* - means:
 - (i) **a person who has successfully completed the probationary period and is scheduled to work on a regular full-time basis is considered permanent full-time;**
 - (ii) **a person employed for seasonal or temporary work, has successfully completed the probationary period, and who has worked a minimum of 1392 hours in a calendar year is considered permanent part-time.**
- (b) *"employee"* does not include:
 - (i) **a person employed on a seasonal or temporary basis who works less than 1,392 hours in a calendar year and is performing work which is seasonal and/or temporary in nature (i.e. term certain work);**
 - (ii) incumbents of managerial or confidential positions mutually excluded by the Parties to this Agreement;
 - (iii) persons excluded pursuant to the *Trade Union Act*.
- (7) *"Employer"* - means Pacific Regeneration Technologies Inc.

- (8) *"holiday"* - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
- (9) *"hours of operation"* - are the hours established by the Employer to provide adequate service to the customers and to fulfill the functions of the work unit;
- (10) *"lateral transfer"* or *"transfer"* - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (11) *"layoff"* includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization.
- (12) *"leave of absence with pay"* - means to be absent from duty with permission and with pay;
- (13) *"leave of absence without pay"* - means to be absent from duty with permission but without pay;
- (14) *"piece work"* - means work that is paid on the basis of units of activity completed multiplied by the rate set by the Employer for the specific activity;
- (15) *"probation"* - means:
- (a) in the case of permanent full-time employees, a period of six calendar months after initial hiring or following promotion;
 - (b) in the case of permanent part-time employees, a minimum of 1,044 straight time hours after initial hiring or following promotion.
- (16) *"promotion"* - means a change from an employee's position to one with a higher maximum salary level;
- (17) *"resignation"* - means a voluntary notice by the employee that she is terminating her service on the date specified;
- (18) *"rest period"* - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest;
- (19) *"shift"* - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;
- (20) *"termination"* - is the separation of an employee from PRT for cause pursuant to Articles 9 and 10.
- (21) *"Union"* - means the Saskatchewan Government and General Employees' Union;

(22) "work day" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;

(23) "work scheduled" - means the roster of work hours and days to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

(b) The Parties to this Agreement share a desire to improve the quality and quantity of forest seedling production. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of forest seedling production in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If mutual agreement cannot be reached, the matter may be referred to arbitration by either Party.

1.3 Singular and Plural

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated and, likewise, wherever the male pronoun is used it shall be deemed to include the female pronoun or vice versa as the context requires.

1.4 Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from discrimination or harassment on the grounds of race, creed, religion, colour, sex, sexual orientation, family status, marital status, disability, nationality, ancestry, place or origin or receipt of public assistance as defined in the *Saskatchewan Human Rights Code*.

(b) An employee alleging harassment on a prohibited ground outlined in Clause 1.4(a) above shall file a written complaint with the President of the

Company or his designate within thirty (30) days of the alleged occurrence. The President or his designate will investigate the allegation and respond to the complaint within thirty (30) days of the complaint being filed by the employee. The President or his designate will discuss the proposed resolution of the complaint with the employee(s) concerned. The employee(s) shall have the right to have a steward present during these discussions.

(c) If the proposed resolution is not acceptable to the employee alleging harassment, a grievance may be filed at Step 2 of the grievance procedures.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions or as so designated by the Labour Relations Board.

2.2 Bargaining Agent Recognition

The Employer recognizes the Saskatchewan Government and General Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit as defined in this Agreement.

2.3 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

2.4 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. A Shop Steward, and an alternate, will be designated by the Union. When the Shop Steward is not available at the work site the alternate will act in place of the Shop Steward.

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards.

(c) A steward, or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

(d) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.
- (e) The Employer will not unreasonably withhold approval for employees to use company assembly rooms where available for the election of stewards on the employees' own time. The Union will accept full responsibility for the condition of equipment and facilities during such use.

2.5 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the site to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.6 Union Insignia

A Union member shall have the right to wear or display the recognized insignia of the Union.

2.7 Time Off for Union Business

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee or negotiations with the Employer;
 - (4) to employees called by the Union to appear as witness before an arbitration board, or other Labour Relations tribunal;
- (b) To facilitate the administration of this clause, when leave without pay is granted, the leave shall be given with basic pay and substitution pay where

applicable, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

2.8 Emergency Services

The Parties recognize that, in the event of a strike or lockout as defined in the relevant legislation, situations may arise of an emergency nature. To this end, the Employer and the union will agree to provide services of an emergency nature. The Parties will meet and attempt to agree to an emergency services plan of maintaining the nursery crop throughout the strike or lockout. Failing agreement, Dan Ish or in his absence Gord Kuski, will be appointed to assist the Parties, and, if necessary, to make binding recommendations.

The Parties agree that the emergency services plan will be established by agreement or by binding recommendation of the mediator prior to the commencement of a strike or lockout.

The Parties further agree that the emergency services plan will be binding for the duration of the dispute.

2.9 Bargaining Unit Work

No employee shall be laid off or suffer a reduction in his or her regular hours of work as a result of the performance of bargaining unit work by excluded personnel.

2.10 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union pertaining to matters covered by this agreement shall be copied to the local shop steward.

(b) The Employer agrees that a copy of any correspondence between the Employer and the employee in the bargaining unit pertaining to the interpretation of this agreement will be copied to the local shop steward.

2.11 No Other Agreement

No employee covered by this agreement shall enter into a written or oral agreement with the Employer or its representative which conflicts with the terms set out in this agreement.

2.12 Right to Refuse to Cross a Legal Picket Line

All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a legal dispute as defined in the relevant legislation. Any employee failing to report to duty shall be considered to be absent without pay. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 3 - UNION SECURITY

All employees who were members of the Union as of July 1, 1997 shall maintain their membership in the Union as a condition of employment, and all new employees shall, within 30 days after their employment, become members of the Union and maintain such membership in the Union during the term of this Agreement, as a condition of employment.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct, from any employee who is a member of the Union, any assessments levied in accordance with the Union constitution and (or) bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information by worksite: surname and first name, sex, job classification, gross pay and dues deducted.
- (e) Before the Employer is obliged to deduct any amount under Clause 4(a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the Union at least ten (10) calendar days in advance of the date that the change is to be effective. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues and/or assessments payable to the Union by a member of the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

(a) The management of the business and the direction of the working forces are vested exclusively in the Employer and all of the rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer except as specifically modified or restricted by this Agreement.

(b) The Union agrees that employees shall be governed by all rules or policies adopted by the Employer provided such rules or policies are not in conflict with the specific provisions of this Agreement.

(c) The Employer agrees that any exercise of its rights and powers in conflict with any provision of this Agreement shall be subject to the provisions of the grievance procedure.

ARTICLE 6 - EMPLOYER-UNION RELATIONS

6.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.2 Union Representatives

The Employer agrees that access to its premises will be granted to Local SGEU Representatives. Notification by personal contact shall be given by the Union Representative to the excluded designated supervisory official in advance of the intention to and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

6.3 Policy Meetings

The Employer and the Union recognize the importance and necessity of the principals to this Agreement meeting regularly to discuss problems which may arise from time to time.

6.4 Employer and Union to Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

6.5 Union Bargaining Committee

The Union bargaining committee shall consist of no more than three (3) representatives from the local nursery covered by this collective agreement, at least one of which is a permanent employee. The Union shall have the right, subject to operational requirements, to have the assistance of members of the union when engaged in collective bargaining with the Employer.

ARTICLE 7 - GRIEVANCES

7.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- b) The procedure for resolving a grievance shall be the grievance procedure in this Article unless otherwise agreed to between the parties.

7.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

7.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 7.4, must do so no later than twenty-one (21) days after the date:

- (a) on which she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which she first became aware, or should have become aware, of the action or circumstances giving rise to the grievance.

7.4 Step 2

- (a) Subject to the time limits in Article 7.3, the employee may present a grievance at this level by:
 - (1) recording her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting her grievance to the designated local supervisor through the Union steward.
- (b) The Employer shall initial and date the grievance upon receipt.

7.5 Time Limit to Reply at Step 2

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer and the Union Staff Representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle the grievance at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

7.6 Failure to Act

If the grievance is not initiated and/or presented to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned.

7.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 8, the Union area staff representative, or her designate, may inform the Employer of her intention to submit the dispute to arbitration within:

- (a) twenty-one (21) days after the Employer's decision has been received; or
- (b) twenty-one (21) days after the Employer's decision was due pursuant to Clause 7.5(b).

7.8 Dismissal or Suspension Grievances

In the case of a dispute arising from an employee's suspension or dismissal, the grievance may commence at Step 2 of the grievance procedure within twenty-one (21) days of the date on which the suspension or dismissal occurred, or within twenty-one (21) days of the employee receiving notice of suspension or dismissal. In the case of discharge grievances, the Employer and Union Area Staff Representative must meet within seven (7) days of receiving the grievance and the Employer must reply in writing within fourteen (14) days of receiving the grievance.

7.9 Policy Grievance

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the President of the Company or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration as set out in Article 8.

7.10 Amending Time Limits

The time limits fixed in this grievance procedure are mandatory and must be strictly complied with. Time limits may be altered by mutual agreement of the Parties, but any such agreement must be in writing.

7.11 Investigator

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an Investigator selected from Appendix 3 shall, at the request of either:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

Each of the Parties shall be separately responsible for all other costs incurred by each of them in relation to any preparation and presentation of their respective cases and submissions to the Investigator.

ARTICLE 8 - ARBITRATION ARTICLE

8.1 Assignment of a Single Arbitration

- (a) When a Party has requested that a grievance be submitted to an arbitration, the Parties shall assign an arbitrator from the mutually agreed upon list of single arbitrators and set a date for the hearing.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) The Parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.

8.2 Three Person Arbitration Board

Notwithstanding 8.1, when a single arbitrator has been appointed, either Party may indicate to the other Party, within seven (7) days of receipt of written notice, if it chooses to have the matter heard by a three-person arbitration board. Both Parties shall then have seven (7) days to name their appointee to the three-person board. The two appointees shall then select an impartial chairperson.

8.3 Board Procedure

- (a) In this Article the term "*Board*" means a single arbitrator or a three-person Arbitration Board.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

- (c) the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

8.4 Expenses of Arbitration Board

Each Party shall pay:

- (a) the fees and expenses of the nominee it appoints;
- (b) one-half (1/2) of the fees and expenses of the Chairperson;

8.5 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual agreement of the Parties but any such agreement must be in writing.

ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE

9.1 Dismissal

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

9.2 Suspension

The Employer may suspend any employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

9.3 Notice to the Union

A copy of the notice of dismissal or suspension given to any employee covered by this collective agreement shall be supplied to the local Shop Steward within five (5) days of the action being taken unless otherwise directed in writing by the affected employee.

9.4 Personnel Files

An employee shall be notified of any disciplinary document placed on the employee's personnel file. Disciplinary documents shall be removed from an employee's file after a period of eighteen (18) months, unless there are other disciplinary documents placed in the employee's file within the eighteen (18) month period.

9.5 Rejection During Probation

- (a) The Employer may reject any probationary employee if, in its opinion, the employee is not suitable for continued employment.

(b) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may file a grievance pursuant to Article 7.

9.6 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive work days without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 10 - SENIORITY ARTICLE

10.1 Seniority Defined

For the purpose of this Agreement:

- (a) Service seniority shall mean the length of continuous service as an employee with the Employer.
- (b) Service seniority shall be accrued on the basis of one (1) year's service seniority for every two thousand and eighty-eight (2088) hours of work completed as set out in Clause 10.2(a). An employee cannot be credited with more than two thousand and eighty-eight (2088) hours in a twelve (12) month period.
- (c) Employees shall earn but not be credited with seniority during the initial probationary period. Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire.

10.2 Calculation of Seniority

- (a) Seniority will be accrued on the basis of:
 - (1) all hours worked at straight-time rates;
 - (2) designated paid holidays or days off in lieu pursuant to Article 16;
 - (3) annual vacation pursuant to Article 17;
 - (4) time off on a claim recognized by the Workers Compensation Board, parental leave pursuant to Article 20 and sick leave pursuant to Article 23.7. An employee will only be credited with seniority equivalent to what she would have earned had she not been absent on leave and had been able to work. This will be calculated as the average of the hours worked by the person above and below this person when they left on leave. In the event that this is the person at the top of the seniority list they

will be credited with the same number of hours worked as the second person on the list. In the event that this is the person at the bottom of the seniority list they will be credited with the same number of hours worked as the second person from the bottom of the list.

- (b) Seniority shall be maintained but not accrued during any other authorized leave of absence.

10.3 Loss of Seniority

An employee shall lose her seniority as an employee in the event that:

- (a) she is discharged for just cause;
- (b) she voluntarily terminates her employment or abandons her position pursuant to Article 9.6 or otherwise;
- (c) she is engaged in work of a permanent full-time nature and is on layoff for more than one (1) year; or she is engaged in seasonal or temporary work and is on layoff for more than nine (9) months;
- (d) she fails to report to work within two (2) days following recall pursuant to Clause 12.2(e) or, if she is employed in work of a permanent part-time nature, she is unavailable for or declines three (3) recalls pursuant to Clause 12.3(c).

ARTICLE 11 - JOB POSTINGS ARTICLE

11.1 Postings

- (a) Where a vacancy occurs, a notice will be posted on the bulletin board for fourteen (14) calendar days.
- (b) The notice of posting shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location.

11.2 Job Selection

Where a job vacancy exists, the position shall be filled in accordance with the following procedures:

- (a) The vacancy shall be filled on the basis of the applicant's qualifications, skill, ability, experience, competence and efficiency as required in the specifications set out in the job posting for the vacant position;

- (b) Where two (2) or more employee applicants have qualifications, skill, ability, experience, competence and efficiency which are relatively equal, the applicant with the greater seniority will be awarded the position;
- (c) Where there are no successful internal applicants, the Employer may fill the position in whatever way it so chooses;
- (d) Nothing herein shall restrict the Employer's right to advertise externally for the position at the same time that it is posted.

11.3 Transfers Without Posting

Lateral transfers or voluntary demotions may be granted without posting on compassionate or medical grounds to employees who have completed their probationary period provided a vacancy exists.

ARTICLE 12 - LAYOFF AND RECALL

12.1 Layoffs by Classification

Layoffs shall be by classification in reverse order of service seniority subject always to the ability of the remaining employees to perform the work.

12.2 Layoff and Recall of Permanent Full-Time Employees

- (a) An employee affected by layoff who is employed for work which is of a permanent nature may choose, by indicating to the Employer in writing, one of the following options in the following sequence:
 - (1) Bump an employee with less service seniority in an equivalent or lower rated classification provided she has the ability and qualifications to perform the work.
 - (2) Opt to be placed on a recall list for a period of one (1) year for the purpose of recall to a position for which the employee has the qualifications and ability to perform the work. If this option is selected, no severance pay shall be paid.
 - (3) In the event of a permanent closure or if the layoff continues for a period of greater than thirteen (13) weeks opt for severance pay as follows:
 - (i) for permanent full-time employees who have completed three continuous months of service:
 - (a) one week's salary, if the period of employment is less than one year;

- (b) two weeks' salary, if the period of employment is one year or more but less than three years;
- (c) four weeks' salary, if the period of employment is three years or more, but less than five years;
- (d) six weeks' salary, if the period of employment is five years or more but less than eight years;
- (e) eight weeks' salary, if the period of employment is eight years or more, but less than ten years;
- (f) ten weeks' salary, if the period of employment is ten years or more.

For the purpose of this clause service seniority with the Employer commences no earlier than July 1, 1997;

- (ii) if an employee opts for severance pursuant to this clause her name shall be deleted from the seniority list and the Employer shall be under no further obligation to the employee.

(b) Where a layoff of an employee who is employed in work of a permanent full-time nature is required, the Employer shall notify the employees affected in writing at least ten (10) working days prior to the effective date. Copies of such notifications shall be forwarded to the Union. If the employee has not had the opportunity to work ten (10) full days after notice of layoff, she shall be paid in lieu of work for that part of the ten (10) days during which work was not available.

(c) Employees will be recalled to work of a permanent full-time nature in the order of service seniority provided the senior employee is qualified and able to perform the work available.

(d) It shall be the employee's responsibility to keep the company informed of her phone number and address during the period of layoff.

(e) Recalls to work of a permanent full-time nature shall be by registered mail. Any employee who is recalled to work of a permanent nature and who does not report to work within two (2) days of the date specified in the notice of recall will lose her seniority.

12.3 Layoff and Recall of Permanent Part-Time Employees

(a) **Permanent Part-time employees shall be subject to layoff upon completion of the season and shall be subject to recall provided the employee has worked in excess of thirty (30) days. Such employees shall not, however, be entitled to severance pay or bumping privileges.**

- (b) **Permanent Part-time employees shall be recalled in order of service seniority, provided the employee is qualified to carry out the work which is available.**
- (c) **Permanent Part-time employees subject to recall shall lose their service seniority and shall be considered terminated for just cause where they are unavailable for or decline work on three (3) separate occasions in a calendar year.**
- (d) **The Employer is not required to recall a permanent part-time employee during a calendar year if that employee has already accumulated two thousand and eighty-eight (2088) hours in that calendar year.**

ARTICLE 13 - HOURS OF WORK

13.1 Hours of Work

- (a) The annual hours of work, exclusive of meal periods taken away from the work station but including paid holidays, will be two thousand and eighty-eight (2088), which is equivalent to an average of forty (40) hours per week.
- (b) The regular hours of work for employees shall be eight (8) hours per day, normally worked Monday through Friday, except for those employees employed in functions requiring seven (7) day coverage (e.g., growers and irrigation workers) or where otherwise dictated by environmental conditions or customer needs.
- (c) Nothing herein contained shall be construed as a guarantee of work for an employee.

13.2 Work Schedules

- (a) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the number of employees required to provide the services and shall assign work schedules accordingly.
- (b) Where the Employer operates a single shift, the eight (8) hours of work will normally be scheduled between the hours of 7:00 a.m. and 5:00 p.m. except for those employees employed as Growers and Irrigation Workers.

13.3 Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods

shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

13.4 Meal Periods

Employees are entitled to a one-half ($\frac{1}{2}$) hour unpaid break in the middle two hours of their shift.

13.5 Flextime

(a) For the purpose of this Agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

(1) choose their starting and finishing times; and

(2) choose their length of work day within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period which shall be agreed in writing between the employee and the Employer.

(b) A permanent full-time employee who has a day of absence, whether with or without pay, will be deemed to be absent for eight (8) hours, providing at least eight (8) hours are required to complete the averaging point. If less than eight (8) hours are required to complete the averaging point, such number of hours will be deemed to be hours of absence.

(c) The work day for those employees on flextime shall not exceed ten (10) hours.

13.6 Shift Schedules

Shift schedules in excess of eight (8) hours per day are subject to mutual agreement between the Employer and the employee but cannot exceed ten (10) hours per day or eighty (80) hours over a two (2) week period. Where the Employer and employee agreed to a shift schedule in excess of eight(8) hours the overtime provisions shall not apply unless the employee works in excess of the hours agreed to.

ARTICLE 14 - SHIFT WORK

14.1 Definition of Shift and Shift Premiums

(a) *Identification of Shifts*

(1) *Day Shift* -- all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive.

(2) *Afternoon Shift* -- all hours worked on any shift which starts between 2:00 p.m. and 4:29 a.m. inclusive.

(b) *Shift Premium*

Employees working an afternoon shift shall be entitled to a shift premium of seventy (70) cents for all hours worked on that shift.

ARTICLE 15 - OVERTIME ARTICLE

15.1 Definitions

(a) *"Overtime"* - means work performed by a full-time employee in excess of or outside of her regularly scheduled hours or work.

(b) *"Straight-time rate"* - means the hourly rate of remuneration.

(c) *"Time and one-half"* - means one and one-half (1½) times the straight-time rate.

(d) *"Double time"* - means twice the straight-time rate.

15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when:

- (1) the overtime worked is authorized in advance by the Employer, whenever practicable.
- (2) the employee does not control the duration of the overtime worked.

15.3 Overtime Entitlement

(a) An employee will be entitled to compensation for authorized overtime in excess of:

- (1) the scheduled daily hours; or
- (2) the maximum daily hours for those employees on flextime; or
- (3) the agreed averaging period.

(b) Overtime shall be compensated in thirty (30) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day.

15.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked **on** a form determined by the Employer.

15.5 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) time and one-half ($1\frac{1}{2}$) for the first four (4) hours of overtime on a regularly scheduled work day; and
 - (2) double time for hours worked in excess of (1);
 - (3) double time for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

- (b) An employee who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive her regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked.

- (c)
 - (1) Employees shall have the option of being compensated for overtime in cash or compensatory time off.
 - (2) If the employee elects to take compensatory time off, she shall so advise the Employer before the end of the pay period and such time off shall be scheduled by mutual agreement within sixty (60) days from it being earned.

15.6 Callout Provision

An employee who is required to report for duty, other than for overtime, shall be paid a minimum of three (3) hours at straight time rates.

15.7 Overtime Meal Allowance

Employees required to work overtime in excess of two and one half ($2\frac{1}{2}$) hours beyond the completion of, or before, the employee's regular shift start and stop times will be provided with a meal allowance of nine dollars and fifty cents (\$9.50).

15.8 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular working hours to equalize any overtime worked. The application of this clause will not apply in the event of a shortage of work.

15.9 Right to Refuse Overtime

All employees shall have the right to refuse overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

The clause set out above shall not apply to employees whose job functions include stand-by duties. Such employees shall not have the right to refuse call out for overtime work.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

- (a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Saskatchewan Day	Christmas Day
Queen's Birthday	Boxing Day
Canada Day	

- (b) Employees shall be entitled to one additional day off per contract year to be determined by mutual agreement between the Employer and the employee in advance. **(Effective to December 31, 2008 only.)**

16.2 Entitlement to Paid Holidays

- (a) A permanent employee shall be entitled to a designated holiday with pay only if:

(1) she has worked not less than one hundred and twenty hours (120) at straight-time rates in the thirty (30) days immediately preceding the designated holiday(s); or

(2) she has worked fifteen (15) of the thirty (30) days immediately preceding the designated holiday(s); or

(3) she has worked the day immediately preceding the designated holiday and the day immediately following the designated holiday.

- (b) A permanent employee who does not qualify in accordance with the above shall only be entitled to statutory holidays and pay in accordance with **The Labour Standards Act**.

- (c) A temporary or seasonal employee will be paid an additional five (5%) per cent of earnings each month in lieu of all statutory holidays.
- (d) An employee who is terminated shall not be entitled to a designated holiday with pay.

16.3 Holiday Falling on Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time (2x) for hours worked, plus a day off in lieu of the holiday, except Christmas and New Years' when the compensation rate shall be a the rate of double time and one-half (2½x) for actual hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by agreement between the employee and the Employer.

16.4 Holiday Coinciding With a Day of Vacation

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

16.5 Holiday Falling on a Day of Rest

- a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu to be scheduled by agreement between the employee and the Employer.
- b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, she shall be compensated at double time.

16.6 Christmas and New Years' Day

The Employer agrees to make every reasonable effort to ensure that employees are not required to work both Christmas and New Years' Day.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Annual Vacation Entitlement

- (a) *Definitions:*

"Vacation year" - for the purposes of this Article a vacation year shall be the calendar year commencing January 1 and ending December 31.

"First vacation year" - the first vacation year is the calendar year in which the employee's first anniversary falls. An employees' anniversary will fall on the day upon which the employee completes two thousand and eight-eight (2088) hours of work on the basis of Clause 10.2(a).

(b) An employee shall be entitled to the following vacation leave after completing the set number of years of service seniority:

Vacation Years	Work Days
First to seventh	15
Eighth to Fourteenth.....	20
Fifteenth - Twenty-Fourth.....	25
Twenty-fifth.....	30

(c) *Conversion of Hours* - Where an employee is granted vacation pursuant to this Article, and where the regularly scheduled work day is greater than eight (8) hours per day, the annual vacation entitlement shall be converted to hours on the basis of eight (8) hour work day and deducted accordingly.

(d) Employees engaged on a permanent part-time basis shall have their vacation leave pro rated but not the applicable percentage for vacation pay purposes.

17.2 Vacation Scheduling

(a) The scheduling and completion of vacations shall be on a calendar-year basis.

(b) The calendar year in which an employee’s first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.

(c) (1) Permanent full-time employees earn but are not entitled to receive vacation leave during the first six (6) months of continuous employment.

(2) Permanent part-time employees shall not be entitled to vacation leave until her first anniversary upon the completion of 2088 hours of work.

17.3 Vacation Pay

(a) Permanent part-time employees shall be paid vacation pay on each paycheque. Employees covered by this clause shall be entitled to schedule vacation leave without pay in accordance with her vacation leave entitlement.

(b) During the first year of partial service, permanent full-time employees shall be paid any unused vacation pay in the final payday of that year on the basis of six percent (6%) of her earnings for the partial year.

(c) For subsequent vacation years, vacation pay for permanent full-time employees shall be paid at the time an employee takes her vacation leave and shall be based on the employee's anticipated straight-time earnings during that vacation year. A vacation pay adjustment shall be done on the final payday of that year or upon termination whichever first occurs. Vacation pay paid but not earned shall be recovered from the employee's pay. Vacation pay earned but not paid shall be paid out to the employee.

ARTICLE 18 - GROUP RRSP

18.1

The Employer shall establish a group RRSP ("*the plan*") for eligible employees.

18.2

(a) Employees shall be eligible to participate in the plan in accordance with Article 23.8(a).

(b) Participation in the plan shall be at the option of the eligible employees.

(c) Contributions to the plan for eligible employees who elect to participate shall be as follows:

(1) the Employer agrees to a contribution at the rate of five percent (5%) of gross salary; and

(2) the employee agrees to a contribution at the rate of five percent (5%) of gross salary to be facilitated through payroll deduction.

Gross salary means the wages paid to the employee including shift premiums and substitution pay but excluding any overtime, bonuses or profit sharing.

18.3

All eligible employees who elect to participate in the plan shall, as a condition of continued employment, complete an authorization form providing for the deduction from the employee's wages or salary of the amount of the employee's contribution to the group RRSP plan.

ARTICLE 19 - SPECIAL AND OTHER LEAVE**19.1 Entitlement to Special and Other Leave**

(a) Only permanent full-time employees shall be entitled to paid leave under this clause. Pay will only be granted for those days on which the employee would have otherwise worked.

(b) Employees engaged in permanent part-time work shall receive the time off specified in this clause but shall not be paid for such leave.

19.2 Bereavement Leave

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return traveling time. Such leave shall normally not exceed five (5) work days.

(b) Immediate family is defined as an employee's parent, spouse, common-law partner, child, grandchild, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave, at her regular rate of pay, for two (2) days for the purpose of attending the funeral.

(d) Should the employee be required to travel beyond five hundred (500) kilometers one way to attend the funeral service the employee shall be granted an additional two (2) days for such travel.

(e) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

19.3 Family Illness

In the case of illness of a dependent child of an employee, and when no other care giver is available to attend at the home of the employee to provide for the needs of the ill child, the employee shall be entitled, after notification to his/her supervisor, to use up to a maximum of two (2) days paid leave once in a calendar year. Should there be another occurrence during a calendar year requiring the employee to attend to the needs of an ill child, subject to the notation set out above, any time off taken must be drawn from the employee's sick bank. If no time is available in the employee's sick bank then the time taken, if approved, will be without pay.

19.4 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors in a court action. Fees paid to employees who serve as jurors will be remitted to the Employer.
- (b) The Employee shall advise her supervisor as soon as she is aware that such leave is required.

19.5 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books and other legitimate expenses where applicable.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

19.6 Elections

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast her ballot.

19.7 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing.

ARTICLE 20 - PARENTAL LEAVE

20.1

Parental leave shall be granted in accordance with the provisions of the *Labour Standards Act* for Saskatchewan.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

21.1 Statutory Compliance

(a) The Union and the Employer agree that regulations made pursuant to *The Occupational Health and Safety Act, 1993*, or any other statute of the Province of Saskatchewan pertaining to the working environment shall be fully complied with.

(b) In the event that statutes governing occupational health and safety regulations and standards which pertain to employees are changed during the term of this Agreement, the Parties agree to meet and discuss the impact of those changes.

21.2 Occupational Health and Safety Committee

The Employer and the Union agree to establish an Occupational Health and Safety Committee. The Occupational Health and Safety Committee shall be composed of personnel employed at the location. The composition will be determined locally through management and local Union representatives. The employee representatives on the Committee shall be elected by the members of the Union at the location. These committees will meet, at regular intervals to be determined by the Committees, in accordance with the Occupational Health and Safety Regulations, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health Committee shall be sent to the Union, the Employer, and the individual designated under *The Occupational Health and Safety Act*.

Employees who are representatives of the Committee shall not suffer any loss of basic pay or seniority for the time spent attending a Committee meeting.

The Union and the Employer shall establish mutually agreeable terms of reference by which the Occupational Health Committees shall operate. The terms of reference shall address the duties of the Occupational Health Committee as set out in *The Occupational Health and Safety Act*.

21.3 Unsafe Work Conditions.

Where an employee acts in compliance with Section 23 of *The Occupational Health and Safety Act, 1993*, she shall not be subject to disciplinary action.

21.4 Injury Pay Provision.

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of her shift without deduction from short term disability leave.

21.5 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee’s condition. Transportation will be provided or paid by the Employer.

21.6 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution.

21.7 Investigation of Accidents

(a) All accidents required to be investigated pursuant to *The Occupational Health and Safety Act*, shall be investigated by the Occupational Health Committee;

(b) A report shall be submitted which may be amended by mutual agreement and copies sent to:

- (1) the individual designated by *The Occupational Health and Safety Act*
- (2) Employer’s designate
- (3) SGEU designate(s)

21.8 First Aid Requirements and Courses

(a) The Union and the Employer agree that the First Aid Regulations made pursuant to *The Occupational Health and Safety Act* shall be fully complied with.

(b) The cost of obtaining and renewing the Class “A” or Class “B” certificates shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Industrial First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities, shall receive the following allowance on the basis of the class of certificate which they hold:

- Class A\$0.50/hr
- Class B\$0.45/hr

21.9 Vehicle Allowance

Vehicle allowances for all distances traveled on company business shall be paid to employees required to use their own vehicles in the performance of their duties.

Vehicle allowance shall be:

First 16,000 kilometres\$0.35 per kilometre
Over 16,000 kilometres\$0.15 per kilometre

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1

- (a) Both Parties acknowledge the overall advantage and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
- (b) The Parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
- (c) In light of this mutual recognition, the Parties have agreed to the following.

22.2

- (a) For the purpose of technological change as defined in the relevant legislation, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) The written notice will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (c) below.
- (c) Upon receipt of a notice of technological change pursuant to Clause 22.2(a), the Labour/Management Committee shall meet to consult on the impact of the proposed change.

22.3

For the purposes of this Article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

ARTICLE 23 - HEALTH AND WELFARE

23.1

The Employer shall arrange to make available to permanent employees a health and welfare plan mutually agreed to by the Parties which provides the following coverage:

PLAN	COVERAGE
Medical Services Plan of Saskatchewan	As provided by the Province of Saskatchewan
Group Life	Two times annual salary, minimum of \$40,000; maximum \$200,000
Accidental Death and Dismemberment:	The group life plan shall include the following provisions for accidental dismemberment: (1) loss of both hands or feet - the principal sum; (2) loss of sight of both eyes - the principal sum; (3) loss of one hand and one foot - the principal sum; (4) loss of one hand or one foot and sight of one eye - the principal sum; (5) loss of one hand or one foot - one-half $\frac{1}{2}$ the principal sum; (6) loss of sight of one eye - one-half $\frac{1}{2}$ the principal sum.
Extended Health Care Plan	Twenty-five dollars (\$25) deductible with coverage in accordance with the plan.
Vision Care	Two hundred dollars (\$200) per patient every two (2) years.
Dental	Part A (Basic) - 100% coverage Part B (Major) - 60% coverage Part C (Orthodontic) - 50% coverage to a lifetime maximum of \$1,750 per patient.
Weekly Indemnity	Seventy-five percent (75%) of an employee's earnings to a maximum of \$970 per week. Benefits to commence the first day of accident and the fourth day of sickness of a maximum of thirty-two (32) weeks duration.
Long Term Disability	Sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of monthly earnings from a maximum of \$4,200 per month.

EFAP (Employee and Family Assistance Program)	As provided to PRT by designated service provider .
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23.2

The Employer shall pay the monthly premiums required for all eligible employees entitled to coverage under the Plan provided that with respect to group Life, the Employer shall pay the premium on the forty thousand dollar (\$40,000) base and the employee shall pay the full cost of the premium for any insurance in excess of forty thousand dollars (\$40,000).

23.3

All permanent full-time employees of the Company shall participate in the Plan as a condition of employment and shall complete the premium deduction authorization for with respect to any premiums payable for Group Life coverage over forty thousand dollars (\$40,000).

23.4

Permanent full-time employees shall be eligible to participate in the Dental, Group Life, Accidental Death and Dismemberment and Extended Health Plans from their first day of employment and shall be eligible to participate in the Weekly Indemnity and Long Term Disability Plans upon successful completion of the probationary period.

23.5

If any permanent employees who have been covered by the Health and Welfare Plan are laid off or on authorized leave of absence, the employee's coverage under the Plan for Dental, Group Life, Accidental Death and Dismemberment and Extended Health shall continue until the end of month following the month in which the layoff or authorized leave of absence occurred. Coverage for Weekly Indemnity and Long Term Disability shall only continue until the end of the month in which the layoff or authorized leave occurred. Thereafter, the employee may maintain coverage under the Plan for Extended Health, Dental and Group Life for a period of ninety (90) days from the date of layoff or authorized leave by paying, in advance, all monthly premiums (both the Employer and employee contributions) required during the period of layoff or authorized leave of absence.

Permanent full-time employees who return to work after a layoff or authorized leave of absence shall be reinstated to coverage under the Plan effective the first of the next calendar month following the employee's return to employment.

23.6

It is understood that the Employer's obligation is restricted to the payment of the premiums as set out in Article 23.3. Eligibility and/or entitlement to any of the benefits outlined in Article 23.1 shall be governed by the terms and conditions of the Plan itself.

23.7

(a) Permanent full-time employees who have completed the probationary period shall be credited with six (6) days sick leave credits (**forty-eight hours**) at one hundred percent (100%) pay in each year of the Agreement. Sick leave may not be accumulated from year to year.

(b) Sick leave under 23.7(a) above shall be prorated for permanent part-time employees who have completed the probationary period.

(c) Permanent part-time employees who qualify for health and welfare benefits in accordance with Article 23.8 below shall be credited with six (6) days sick leave credits (**forty-eight hours**) in each year of the agreement. Pay for such sick leave shall be on the basis of one hundred percent (100%) of the employee's average daily earnings in the three (3) months immediately preceding the absence due to illness for which sick leave credit is being claimed.

(d) Sick leave may only be claimed in the event of legitimate illness or pressing family responsibility and the Employer may request a medical certificate or other documentation where such leave is claimed.

23.8

(a) **Permanent Part-time** employees shall be entitled to health and welfare benefits and sick leave if the employee has:

(1) worked not less than 2088 hours in a consecutive **seventeen (17)** month period;

(2) worked not less than 1371 hours in the immediately preceding twelve (12) month period;

(3) not otherwise lost her seniority in accordance with Article 11.

(b) It is understood that employees shall qualify for basic benefits set out in the *Labour Standards Act* in accordance with the provisions of that Act.

(c) If an employee entitled to coverage under the health and welfare plan pursuant to Clause 23.8(a) above is laid off or on authorized leave of absence the provisions of Article 23.5 shall apply provided the employee remains qualified under Article 23.8.

(d) An employee who is otherwise eligible for coverage pursuant to this Article who returns from layoff shall be reinstated for coverage under the Plan at the

beginning of the month immediately following the month in which she returns from the layoff.

23.9

Where an employee has been in receipt of short or long term disability benefits for the same disability for a period of twelve (12) months the Employer shall have the right to post the employee's position pursuant to Article 11 of this Agreement. If the employee is later determined to be fit to return to work the employee shall be entitled to fill a vacant position provide the employee is qualified to perform the work. Where no vacancy exists the employee will be placed on the recall list for the period set out in Clause 10.3(c).

23.10

An employee in receipt of short or long term disability benefits shall be considered an employee for purposes of the health and welfare plan and the Employer shall continue to pay its share of the premiums required to maintain coverage for a period of twelve (12) months. Thereafter any premiums required to maintain coverage shall be paid by the employee. Employees in receipt of long term disability benefits will not be covered by any other provisions of the Collective Agreement.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCE

24.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

24.2 Paydays

(a) Employees shall be paid biweekly every second Friday. Seasonal, temporary and part time employees shall receive their pay cheques no later than four (4) weeks after they commence employment. This Clause does not prohibit the Employer from giving an advance against hours worked.

(b) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory.

24.3 Rates of Pay

Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement as per Appendix 1.

24.4 Piece Work

- (a) It is understood that the Employer may establish, at its discretion, piece work for employees in the Labourer classification.
- (b) The wage rate for Labourers will be as follows:
 - (1) straight hourly rate as per Appendix 1, or
 - (2) piece work
 - (i) the piece work rate will vary depending on the nature of the work performed, the quality of the product and other factors, as a result the rate per unit will be established by the Employer prior to assigning the work and may vary from activity to activity and/or from time to time;
 - (ii) employees shall have the option of performing certain specified work functions on a piece work basis. The employees who elect to do piece work when offered, will do so for the entire period of a major activity (including but not restricted to sowing, thinning and lifting). Once a specific major activity ends, the employees who have elected, at their option, the piece work, will revert to working on the hourly wage rate set out in the Collective Agreement.

24.5 Substitution Pay

- (a) When an employee temporarily substitutes in or performs the principal duties of a higher-paying position, she shall receive the rate for the job. Employees on sick leave, or any other paid leave of absence will be entitled to pay based on the rate of pay they received prior to substituting in a higher position.
- (b) Substitution to a higher paying position (other than appointments to a foreman or lead hand) shall be offered to the most senior employee provided that the employee meets the basic qualifications of the position as defined in the job description.

24.6

The rates of pay provided for by this Agreement shall be minimum rates and nothing in this Agreement will prevent the Employer from making additional payments through a profit-sharing program or bonus system.

ARTICLE 25 - LABOUR MANAGEMENT COMMITTEES

25.1 Local Committees

There will be a Labour/Management Committee comprised of two (2) employee representatives appointed by the Union and two (2) Employer representatives. The Committee shall meet as required at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on any Committee. An Employer and employee representative shall alternate in presiding over the meetings.

25.2 Responsibilities of Committees

- (a) The Committees shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committees shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions reached at their discussions.
- (b) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
 - (2) correcting conditions causing grievances and misunderstanding;
and
 - (3) the enhancement of the skill base of employees in order to increase the employees' promotional opportunities.

ARTICLE 26 - TERM OF AGREEMENT

26.1 Duration

This Agreement shall be binding and remain in effect to midnight **December 31, 2010**.

26.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after **October 1, 2010**, but, in any event, not later than midnight, **October 31, 2010**.
- (b) Where no notice is given by either Party prior to **October 31, 2010**, both Parties shall be deemed to have given notice under this clause on **October 31, 2010**, and thereupon Article 26.3 applies.

(c) All notices on behalf of the Union shall be given by the Chair of the Bargaining Unit and similar notices on behalf of the Employer shall be given by the Director of Human Resources of the Company.

26.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 26.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

26.4 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

26.5 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

26.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of ratification of this Agreement. Further, the Parties agree that the signing of this Agreement shall not be unreasonably delayed.

SIGNED ON BEHALF OF THE UNION: SIGNED ON BEHALF OF THE EMPLOYER:

Audrey Neubuhr
Bargaining Committee Chairperson

Peter Richter, Regional Manager
PRT, Northern Region

Rhonda Roach
Bargaining Committee

Grant Harrison, Manager
PRT, Prince Albert

Janet Alstadt
Bargaining Committee

Rob Miller
President and CEO

Kathy Hine
SGEU

Dated this _____ day of _____, 2009.

APPENDIX 1

CLASSIFICATIONS & RATES OF PAY
(Hourly Salaries)

Classification		Current	Jan. 1/2008 2.0%	Jan. 1/2009 2.0%	Jan. 1/2010 3.0%
Grower 1	GR 1	20.82	21.24	21.66	22.31
Grower 2	GR 2	17.19	17.53	17.88	18.42
Foreman	FO	19.04	19.42	19.81	20.40
Machine Operator	MO	17.05	17.39	17.74	18.27
Lead Hand	LH	16.51	16.84	17.18	17.70
Labourer	LA	15.99	16.31	16.64	17.14
Irrigation Specialist		16.51	16.84	17.18	17.70
Irrigation Specialist / 9000 hrs			17.09	17.43	17.95

Lead Hands

Lead Hands , Foreman and Irrigation Specialist may be assigned and removed at the Employer's discretion.

Grower 2

Respecting the Grower 2 classification, employees, upon successful completion of a recognized diploma program approved by the Employer, will receive an additional \$0.50 per hour.

Irrigation Specialist

Respecting the Irrigation Specialist classification, employee, upon successful completion of 9000 straight time hours, will receive an additional twenty-five cents (\$.25) per hour.

Rates Of Pay

The Employer retains the rights to increase rates above the rates set out in the above schedule for a specific classification. However, at no time shall the rate be less than the rate indicated in the above schedule.

LETTER OF UNDERSTANDING #1

BETWEEN:

PACIFIC REGENERATION TECHNOLOGIES INC. ("PRT")

AND:

SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION ("SGEU")

Re: Article 17 - Annual Vacations

For employees who are transferred from the Saskatchewan Government to PRT on or before July 1, 1997 shall be credited with all years of service seniority with the Government, regardless of the number of hours worked in any given year, for the purposes of establishing initial vacation entitlement with PRT Thereafter, service seniority shall be accrued in accordance with Article 10.1(b).

Agreed to at the City of Victoria, this 20th day of May, 1997.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

Dan Davies, Controller

Kevin Yates

LETTER OF UNDERSTANDING #3

BETWEEN:

PACIFIC REGENERATION TECHNOLOGIES INC. ("PRT")

AND:

SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION ("SGEU")

Re: **Article 18 - Group RRSP**
Article 23 - Health And Welfare

The parties hereby agree that notwithstanding Article 23.8, employees transferred from the Government of Saskatchewan to PRT on or before July 1, 1997, shall be eligible to participate in the Group RRSP, pursuant to Article 18.2 and the Health And Welfare plan pursuant to 23.1

Article 23.5 applies in the event of layoff.

Agreed to at the City of Victoria, this 20th day of May, 1997.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

Dan Davies, Controller

Kevin Yates

LETTER OF UNDERSTANDING #4

BETWEEN:

PACIFIC REGENERATION TECHNOLOGIES INC. ("PRT")

AND:

SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION ("SGEU")

Re: Linda Viklund

The parties hereby agree that the current supervisor, Linda Viklund shall be assigned to the Labourer classification.

Notwithstanding her assignment to the Labourer classification, Linda Viklund shall be maintained at her current rate of pay of \$17.39/hr. She shall also be entitled to receive any percentage increases in wages during the term of the Collective Agreement.

If, for any reason, she leaves the employ of the Employer, this letter will cease to have any application.

Agreed to at the City of Victoria, this 20th day of May, 1997.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

Dan Davies, Controller

Kevin Yates

LETTER OF UNDERSTANDING #5

BETWEEN:

PACIFIC REGENERATION TECHNOLOGIES INC. (“PRT”)

AND:

SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION (“SGEU”)

Employees who have completed at least one third ($\frac{1}{3}$) of the Horticulture Diploma Program **or other employer approved Certificate Programs** and who hold the position of Grower 2, will be required to progress through the balance of the program to successful completion within the following time lines;

- Two thirds ($\frac{2}{3}$) program requirement completion within the first twenty (20) months of being accepted into the Grower 2 position.
- Successful completion of the full program requirements within forty (40) months of being accepted into the Grower 2 position.

Should an employee not meet the completion requirements as set out above the employee will be removed from the program and will be returned to the position the employee held prior to being confirmed into the position of Grower 2.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

Peter Richter

Audrey Neubuhr

Dave Cox

Janet Alstadt

Grant Harrison

Rhonda Roach

Kathy Hine, SGEU

LETTER OF COMMITMENT

RE: Union Jobs at PRT Prince Albert

At the time of the business transfer from the Government of Saskatchewan, transferring the business and the employees employed at the Prince Albert Nursery (PRT Prince Albert) to PRT, an understanding existed that included a commitment to maintain a minimum of ten (10) employees working at this site, in the bargaining unit, and captured by the terms and conditions of this collective agreement.

It is the agreement of PRT to live within the spirit of that understanding. Effective no later than one (1) month following ratification of this collective agreement PRT will conform to that understanding.

Mr. P. Richter
Director, Human Resources
PRT

Dated: July 13, 2005